

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR CORPORATE  
PORTFOLIO – RENOVATION OF COUNTY BUILDING 4<sup>TH</sup>, 7<sup>TH</sup> AND 8<sup>TH</sup> FLOORS**



**BETWEEN**

**COOK COUNTY GOVERNMENT**

**AND**

**Gensler Architecture, Design & Planning P.C.**

**CONTRACT NO. 2215-02094**

**PURCHASE ORDER NO. 70000391108**

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**Exhibit 8: Identification of Subcontractors/Suppliers/Subconsultants**

**Exhibit 9: License or Certification of Consulting/Architectural/Engineering Services**

**Exhibit 10: SKIPPED INTENTIONALLY**

**Exhibit 11: SKIPPED INTENTIONALLY**

**Exhibit 12: Economic Disclosure Statement & Execution Forms**

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

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and **Gensler Architecture, Design & Planning P.C.** doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on **July 24, 2025**, as evidenced by Board Authorization letter attached hereto as EXHIBIT "1".

**BACKGROUND**

The County of Cook issued a Request for Qualifications "RFQ" for Architectural and Engineering Services for Smaller Projects. Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on their submittal which was evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

**NOW, THEREFORE**, the County and Consultant agree as follows:

The Background information set forth above is incorporated by reference as if fully set forth here.

**ARTICLE 1. DEFINITIONS, TERM, GENERAL DUTIES, SCOPE OF SERVICES AND STANDARD OF CARE**

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

**1.1. Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Agreement"** means this Professional Services Agreement between the County and the Consultant for architectural/engineering services as herein stated in connection with the Project; including all other exhibits and appendices attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"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.

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

**"BAM"** is the Bureau of Asset Management.

**"Change Order" or "CO"** means a document authorizing a change in the Scope, 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. All Change Orders will require an amendment to this Agreement.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"City"** is the City of Chicago.

**"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.

**"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.

**"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.

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

**"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 includes, but is not limited to, providers and installers of medical equipment and furniture, fixtures, equipment or other items/services procured directly by the County.

**"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 Consultant's activities, the sum of which will aggregate the compensation for Services as set forth in Section 6.1 Compensation for Services. 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 Compensation for Services.

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

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

**"Department"** or **"DCPP"** or **"Using Agency"** means the Department of Capital Planning Policy.

**"Deliverables"** or **"Project Documents"** are defined in Section 2.1 Deliverables; Project Documents.

**"Design Development Documents"** is defined in Section 2.11.1. Design Development Documents.

**"Design Development Phase"** means the stage of Services during which the Schematic Design Documents are detailed and developed, as described in Section 2.11. Design Development Phase.

**"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 or CMA 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 defined above as "Construction Documents." 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.

**"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.

**"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.

**"Project"** means the construction, furnishing and equipping of the facility and ancillary improvements as more fully defined and described in Exhibit 2 Scope of Services.

**"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.

**"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.

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

**"Project Documents"** or **"Deliverables"** are defined in Section 2.1. Deliverables; Project Documents.

**"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.

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

**"Schedule"** means a Critical Path Method of scheduling of all Project activities and Milestones to be prepared by the Consultant pursuant to Section 2.8. 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."

"**Schematic Design Documents**" will have the meaning set forth in Section 2.10.1. Schematic Design Documents.

"**Schematic Design Phase**" will be the stage of the Project during which Schematic Design Documents are developed, as described in Section 2.10. Schematic Design Phase.

"**Services**" means, collectively, the services, duties and responsibilities described in Articles 2 and 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Set**" will have the meaning set forth in Section 2.13.1. Providing Bid Documents.

"**Standard of Care**" will have the meaning set forth in Section 1.5. Standard of Care.

"**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.

"**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.

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Substantial Completion**" 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 supervised 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 Consultant, 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.

"**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.

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

## **1.2. Term of Performance.**

### **1.2.1. Term of Performance.**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **October 1, 2025** ("Effective Date") and continue until **September 30, 2030** ("End Date"), with two (2) one-year renewal options, or until this Agreement is terminated in accordance with its terms, whichever occurs first. Subsequent to the Effective Date, Consultant will begin the Services on the day the Notice to Proceed is issued to the Consultant by the Department of Capital Planning and Policy.

### **1.2.2. Timeliness of Performance.**

The Consultant acknowledges that it is familiar with the time limitations and requirements as they pertain to the Project. Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 2.1 Deliverables; Project Documents and Exhibit 2 Scope of Services. The Consultant agrees to perform all of its services and obligations under this Agreement in a timely manner and in accordance with Section 2.8.3 Adherence to Schedule. Consultant will provide the Services and provide Deliverables within the term and within the time limits required under this Agreement. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in Section 2.1 Deliverables; Project Documents may result in economic or other losses to the County. Neither Consultant nor Consultant's agents, employees or Subconsultants are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

## **1.3. Scope of Services**

Exhibit 2 Scope of Services sets forth a Project-specific scope of services with additional detail as to the Services. Exhibit 2 is intended to describe additional specifics as to the Services and not to limit the Services in any way. The Services include all services and tasks described in the entire Agreement. Therefore, if a service or task is described in this Professional Services Agreement but not included Exhibit 2, Consultant will be obligated to provide the service or task. If a service or task is described in Exhibit 2 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 Exhibit 2, Consultant will perform the service or task in the manner most beneficial to the County, as determined by the Project Director.

## **1.4. General 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 provide Services described in this Agreement. The Consultant agrees that it will undertake all duties and obligations necessary and incident to the performance of the Services in order to achieve the timely completion of the Project.

## **1.5. Standard of Care.**

### **1.5.1. Architectural and Engineering Services 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 require and enforce by contract 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. Standard of Care of a Fiduciary.**

Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

**1.5.3. Licenses as Required by Law.**

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses.

**1.5.4. Failure to Meet Standard of Performance.**

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

**1.5.5. 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.

**1.5.6. Federal or State Funded Projects.**

If the Project is funded in whole or in part with funds from a federal or state grant, the Consultant must comply with all the terms and provisions of the federal or state grant award. A copy of the federal or state grant award is incorporated herein and attached as Exhibit 10.

**1.5.7. Government and Other Standards, Conflicts.**

In the event of a conflict between any applicable Government and Other Standards, the Consultant will notify the County and will utilize its best judgment in accordance with the Standard of Care to apply the appropriate standard. The provisions of this Section 1.5.7 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.

**1.5.8. 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.

**1.5.9. 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.

**1.6. Personnel.**

**1.6.1. 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.

**1.6.2. Adequate Staffing.**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

**1.6.3. Key Personnel.**

The Consultant has provided to the County a list of individuals and their related resumes, including individuals affiliated with Subconsultants, whom it will use on the Project, a copy of which is attached as Exhibit 3 Key Personnel. The Consultant will set forth on Exhibit 3 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. Exhibit 8 will also identify those Key Personnel who are employees or principals of sub-consultants, setting forth the same information as required of its own employees and identifying the sub-consultant with which such individual is affiliated.

**1.6.4. Change or Reassignment in Staffing.**

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 written notice to and prior written acceptance by the County. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted 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 1.6. Personnel.

**1.6.5. County Request to Remove Key Personnel.**

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 1.6 Personnel.

**1.6.6. Payment of Salaries and Wages.**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 1.6.6 is solely for the benefit of the County and that it does not grant any third party beneficiary rights. 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 Presentation of Dispute.

**1.7. Subcontracts or Assignment of Contract or Contract Funds.**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, 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 shall be due or are to become due the Consultant shall have no effect on the County and are null and void. Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request. The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is required to disclose employees who have been identified as Key Personnel in Section 1.6.3 Key Personnel; and who are paid or estimated to be paid

through the Sub Consultant's regular payroll. The Consultant is not required to disclose other employees who are paid or estimated to be paid. The Consultant is not required to disclose other employees who are paid or estimated to be paid solely through the Subconsultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section 1.7, the Consultant must either ask the County whether disclosure is required or make the disclosure. The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**1.8. 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.

**1.9. 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 subconsultants. These provisions are in addition to the requirements from indemnification described in Article 5.

**1.10. Conflict of Interest.**

The Consultant covenants that it, and to the best of its knowledge its Subconsultants, presently have no economic or financial interest and will not acquire any economic or financial interest, direct or indirect, in any project which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that it, and to the best of its knowledge its Subconsultants in the performance of this Agreement no person having any such economic or financial interest will be employed. The Consultant agrees to inform the County on a timely basis of all of the Consultant's economic or financial interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant and its Subconsultants 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, Design Development Documents, 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 Subconsultants in advance of official announcement. No officer, agent or employee of the County is employed by Consultant or has a economic or financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the County's Ethics Ordinance. No payment, gratuity or offer of employment will

be made in connection with this Agreement by or on behalf of any Subconsultants to the Consultant or anyone associated with them, as an inducement for the award of a subcontract or order. No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any economic or financial interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

**1.11. Consultant's Work Restrictions.**

The Consultant, and its Subconsultants are 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.

**1.12. 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.

**1.13. Compliance with Laws and Cooperation with Inspector General.**

The Consultant will observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents and Subconsultants will be the responsibility of the Consultant. The Consultant Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties. The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**1.14. Lobbyist Ordinance and Use of Federal Funds.**

The Consultant will take notice of the County Lobbyist Registration Ordinance, Chapter 2, Article VII, Division 3, Subdivision II 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. If any federal funds are to be used to compensate or reimburse the Consultant under this Agreement, the Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, the Consultant will execute a Certification Regarding Lobbying, which will be provided by the County.

**1.15. Accident Reports.**

The Project Director and Chief Procurement Officer will be given immediate written notification 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.

**1.16. 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. The County reserves the right to prohibit any person from entering any County facility for any reason.

**1.17. Patents, Copyrights and Licenses.**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**1.18. Examination of Records and Audits.**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement. If Section 1861(v)(1)(I) of the Social Security Act should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**ARTICLE 2. SERVICES**

The Consultant's Services consist of all those services described in this Article 2.

**2.1. Deliverables; Project Documents.**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" or "Project Documents" include work product, such as written reviews, recommendations, reports and analyses, preliminary or final design documents, including drawings, specifications, or related

materials, produced by Consultant for the County. The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

#### **2.1.1. 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 County and its designees shall be afforded full access to the Documents and the work at all times. 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.

#### **2.1.2. Project Documents Corrections/Revisions.**

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.

#### **2.1.3. 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 or such individuals as designated by the Project Director. The Consultant will, as a part of its 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 Services and not as Reimbursable Expenses, the Consultant will submit six (6) hard copies, one (1) copy in PDF format and one (1) copy in original dwg 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 2.1.3 are requested by the County, then only such additional copies will be reimbursed as Reimbursable Expenses, if submitted in accordance with Section 6.3. Compensation for Reimbursable Expenses. 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 County's Responsibilities, 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.

**2.1.4. Specific Requirements for Correction of Documents not in Conformity with Government and Other Standards.**

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.

**2.1.5. Project Documents, Ownership.**

All documents, data, studies, drawings, specifications, CAD 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.

**2.1.6. Failure to Comply.**

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 11.

**2.1.7. Confidentiality and Ownership of Documents.**

The Consultant acknowledges and agrees that information obtained as a result of 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.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

## **2.2. Cost Loaded Schedule.**

### **2.2.1. 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.

### **2.2.2. Monthly Progress Reports.**

Throughout the term of this Agreement, the Consultant will prepare monthly progress reports which relate to the complete Project status. The monthly progress reports will include such records and information are requested by the County, but will include, as a minimum, the following: (a) executive summary; (b) updated site plan and photos; (c) the most recently accepted Schedule for the Project; (d) status of compliance with Government and Other Standards, and an updated copy of the checklist described in Section 2.7 Checklist of Government and Other Standards; (e) activities completed since the last report; (f) items pending since the last report (g) projected progress; (h) outstanding decisions required from others; (i) change order summary; (j) a lien claim summary; (k) a list of known defects and status of corrections taken; (l) 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.

## **2.3. Budget.**

### **2.3.1. 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.

### **2.3.2. 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.

### **2.3.3. 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.

### **2.3.4. Detailed Cost Estimates.**

Unless noted otherwise within Exhibit 2 Scope of Services, 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.

## **2.4. 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 Services for the Consultant.

## **2.5. 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.

## **2.6. 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.

## **2.7. 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.

### **2.7.1. 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 2.7.1 must be secured and transmitted to the County prior to the Bidding/Negotiation Phase.

#### **2.7.2. 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 2.7.2 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 2.7.1 Preliminary Permit Approvals.

### **2.8. Project 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.

#### **2.8.1. Milestones.**

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.

#### **2.8.2. 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.

#### **2.8.3. 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.

**2.8.4. 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.

**2.8.5. 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 2.8.5 will waive the Consultant's right to seek additional compensation in the event of any delay in the Project.

**2.8.6. 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.

**2.9. 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.

**2.9.1. 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 Department 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.

**2.9.2. 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.

**2.9.3. 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 Services pursuant to Section 2.9.4 Recommend Additional Studies will not be required unless recommended by the Consultant and accepted by the County.

**2.9.4. 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 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.

**2.9.5. 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.

**2.9.6. 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 obtain any information necessary to enable the Consultant to begin design services. In the event the Consultant is unable to procure obtain the information it requires to commence design services or the cost to procure obtain 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.

**2.9.7. 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 2.9. Program Phase, 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.

**2.9.8. 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.

**2.10. Schematic Design Phase.**

**2.10.1. 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 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. Provide a cover letter shall be provided with each set up updated drawings and specifications to identify what additions, revisions and deletions have been made from the previous submittal.

**2.10.2. 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.

**2.10.3. 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.

**2.10.4. 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 Schematic Design Documents and to inform the County of the status and progress of such Schematic Design Documents.

**2.10.5. Alternative Approaches; 50% Schematic Design.**

Unless noted otherwise, the Consultant will provide to the County, a minimum of three (3) alternative conceptual approaches to the design and construction of the Project for the County's review and

selection. The Consultant will revise the selected concept as requested by the County where such concept requires refinement to meet the Program needs. Such requests may be made for any purpose including, but not limited to, design considerations, constructability, value engineering and scheduling considerations. The Consultant will provide additional alternative approaches without additional remuneration where the selected concept does not meet the Program needs. The final concept which will include preliminary circulation will comprise the 50% Schematic Design Documents.

**2.10.6. 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

**2.10.7. Update Detailed Cost Estimates.**

The Consultant will update its Statement of Probable Cost at the completion of 100% Schematic Design Phase, in accordance with Section 2.3.4 Detailed Cost Estimates.

**2.10.8. Continuation of Schematic Design Services.**

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

**2.10.9. 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 this Section 2.10 Schematic Design Phase 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.

**2.11. Design Development Phase.**

During the Design Development Phase, the Consultant will expand upon and develop the approved Schematic Design concept.

**2.11.1. Design Development Documents.**

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. Each set of design development drawings and specifications shall be accompanied with a cover letter that will identify what additions, revisions and deletions have been made from the previous submittal.

**2.11.2. 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.

**2.11.3. Revisions to Conform to County Approvals.**

As part of 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.

**2.11.4. 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.

**2.11.5. 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.

**2.11.6. 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.

**2.11.7. 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.

**2.11.8. 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.

**2.11.9. 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.

**2.11.10. Update 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 2.3.4 Detailed Cost Estimates.

**2.11.11. 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.

**2.12. 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.

**2.12.1. 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. Each set of design construction drawings and specifications shall be accompanied with a cover letter, that will identify what additions, revisions and deletions have been made from the previous submittal.

**2.12.2. 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 the County 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.

**2.12.3. 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 may 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 Exhibit 2 Scope of Services.

**2.12.4. 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.

**2.12.5. 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.

**2.12.6. 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.

**2.12.7. Update 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 2.3 Budget.

**2.12.8. 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.

**2.13. 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 accordance with the Cook County Procurement Code and other applicable County Ordinances, federal, state and local laws in bidding out the project, preparing and transmitting addenda and other duties as described in this Section 2.13.

**2.13.1. Providing Bid Documents.**

The Consultant will provide bidding documents for the use of prospective bidders. Unless noted otherwise in Exhibit 2 Scope of Services, the Consultant will provide the bid documents in electronic format as well as **ten (10)** sets of printed bidding documents as part of Services. If more than the foregoing ten (10) 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 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 2.13.1 are included in Services and are not Reimbursable Expenses.**

**2.13.2. Evaluation of Bids.**

Following the County's approval of the Construction Documents, the Consultant will, in accordance with the Cook County Procurement Code and other applicable County Ordinances, federal, state and local

laws; 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.

**2.13.3. 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.

**2.13.4. Authority Having Jurisdiction.**

The Consultant will be responsible for coordinating and submitting the Construction Documents and required forms for permit review to the Authority Having Jurisdiction (AHJ). If the AHJ 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.

**2.13.5. Revisions.**

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

**2.13.6. Plan Review Meeting.**

The Consultant will schedule the open plan review meeting with the Authority Having Jurisdiction (AHJ) 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 the AHJ.

**2.13.7. 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 Services and Consultant will not be entitled to additional compensation for such services.

**2.14. Preconstruction Phase Services.**

The responsibilities of the Consultant set forth in this Section 2.14, through commencing the Project and prior to the commencement of construction, will continue throughout the Construction Phase.

**2.14.1. 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.

**2.14.2. 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.

**2.14.3. 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 shall be allowed a reasonable amount of time to review the submittals but in no case, shall the review be longer than 10 business days per submittal. The Consultant will promptly notify the County of any observations regarding the quality, appropriateness or timeliness of the submittals.

**2.14.4. 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.

**2.14.5. 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.

**2.14.6. Retention of Other Services.**

When requested by the County, the Consultant will in accordance with the Cook County Procurement Code and other applicable County Ordinances, federal, state and local laws assist the County in selecting and retaining the professional services of surveyors, special consultants and testing laboratories not already included in the Services.

**2.15. 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 2.15. 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.

**2.15.1. 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 actual 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.

**2.15.2. Duration of Construction Phase Services.**

The Consultant's responsibility to provide 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 post Substantial Completion (punch list) inspections thereafter, as included in Exhibit 2. All of these inspections, both for purposes of determining Substantial Completion and post-Substantial Completion, will be part of the 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.

**2.15.3. Advise 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.

**2.15.4. 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.

**2.15.5. 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.

**2.15.6. 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.

**2.15.7. 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.

**2.15.8. Access to Work.**

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

**2.15.9. 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.

**2.15.10. 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.

**2.15.11. 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.

**2.15.12. 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.

**2.15.13. 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.

**2.15.14. 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.

**2.15.15. Updates of Statement of Construction Cost.**

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.

**2.15.16. 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.

**2.15.17. 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.

**2.15.18. 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.

**2.15.19. 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.

**2.15.20. 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.

**2.15.21. Other Contractor Oversight and Assistance.**

**2.15.21.1. 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.

**2.15.21.2.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.

**2.15.21.3.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.

**2.15.21.4.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.

**2.15.22. Disputes; Non-Conforming Work.**

**2.15.22.1.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.

**2.15.22.2.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.

**2.15.23. Revisions, Change Orders.**

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 the County will promptly provide to the Consultant notice of any proposed modification, amendment or waiver that may have an impact on the Project, including but not limited to, program, quality, costs and/or schedule. The Consultant shall also promptly provide notice to the County if the Consultant seeks a modification, amendment or waiver of any provision of the Agreement.

**2.15.23.1.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.

**2.15.23.2.Need for Additional Information.**

If the Consultant's review of to the Contractor's proposed modification or change order notes a need for additional information or study, the Consultant will include a description of the information or studies required in its recommendation to the County. The Consultant will, upon the County's request and upon written agreement and approval by the County, undertake to obtain the additional information and to perform the additional studies identified in its response. Such efforts will be made in a timely manner so as not to delay the progress of the Work.

**2.15.23.3.Evaluation of Revisions to the Contract for Work.**

If the Consultant's response notes a need for additional information or study, the response also will include a description of the additional 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

**2.15.24. 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.

**2.15.25. Substantial and Final Completion.**

**2.15.25.1. 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.

**2.15.25.2. Phased Substantial Completion.**

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

**2.15.25.3. 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 2.15.25.3 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.

**2.15.25.4. 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.

**2.15.25.5. 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.

**2.15.25.6. 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.

**2.15.25.7. Closeout Reports.**

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

**2.16. Post Close Out Services.**

**2.16.1. Commencement of Close Out Services.**

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

**2.16.2. Close Out Meetings.**

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

**2.16.3. 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.

**ARTICLE 3. COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS**

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

**3.1. County's Responsibilities.**

**3.1.1. 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.

**3.1.2. 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.

**3.1.3. 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.

**3.1.4. 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 12.6 Written Notice.

**3.1.4. Change Orders/Contract Amendments**

In case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000.00. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provide, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than \$150,000.00 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000.00 or more without approval of the County Board. Where a change order is deemed necessary for the successful completion of the Work of the Project, as determined by the Owner, Contractor shall perform the change order Work during any dispute resolution proceeding concerning the value of the change order Work.

No County department or employee thereof has authority to make any modifications or amendments to his Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

**3.1.5. Authorization to Issue Written Notices.**

The Director of the Department of Capital Planning & 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.

**3.1.6. 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 is 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.

**3.1.7. 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.

**3.1.8. 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.

**3.1.9. Services of Other Consultants.**

The County, at its discretion, will furnish the services of other consultants when such services are outside the scope of 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.

**3.2. Additional Rights of County.**

**3.2.1. 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.

**3.2.2. 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.

**3.2.3. 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 Basis of Compensation and 7 Payments to the Consultant.

**ARTICLE 4. INSURANCE AND INDEMNIFICATION**

**4.1. Insurance.**

**4.1.1. Insurance Requirements (to be adjusted per contract).**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times until completion of the term of this Contract the insurance listed below unless specified otherwise. 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 tiers of Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**4.1.2. Workers Compensation and Employers Liability.**

Workers' Compensation Insurance 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: Employer's Liability coverage with a limit of: 1) \$100,000 each Accident; 2) \$100,000 each Employee; and 3) \$1,000,000 Policy Limit for Disease.

**4.1.3. Commercial General Liability (Primary and Umbrella).**

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, as follows: 1) Each Occurrence \$1,000,000; 2) General Aggregate Per Project \$2,000,000; and 3) Completed Operations Aggregate \$2,000,000.

The General Liability policy shall include the following coverages: 1) All premises and operations; 2) Contractual Liability; 3) Products/Completed Operations; and 4) Severability of interest/separation of insureds clause.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 5.1.3.

**4.1.4. Commercial Automobile Liability Insurance.**

When any vehicles are used in the performance of this contract, 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.

**4.1.5. Umbrella/Excess Liability.**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts: Each Occurrence \$2,000,000.

**4.1.6. Professional Liability.**

Consultant shall secure Professional Liability insurance covering claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. If any such policy is written on a claims-made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims-made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the 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 5.1 Insurance.

**4.1.7. Valuable Papers.**

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

**4.1.8. Additional Insured.**

The required insurance policies, with the exception of Worker's Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. 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 requirements specified herein

**4.1.9. Qualification of Insurers**

All insurance companies providing coverage shall be licensed by the Illinois Department of Insurance or eligible to transact insurance in the 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.

#### **4.1.10. Insurance Notices**

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

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

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

#### **4.1.11. Waiver of Subrogation Endorsements**

The required insurance policies, with the exception of Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. 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 requirements specified herein.

#### **4.2. Indemnification.**

The Consultant agrees to pay and reimburse and defend, indemnify, keep and hold harmless the County, its commissioners, officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all liabilities of all kinds, individually or collectively, including but not limited to, losses, demands, obligations, costs, fines, damages, liabilities, suits, actions, judgments, settlements, claims (including, but not limited to, claims for injury, death or damage to any person or property, except damage to the Construction work itself, the Consultant's failure to perform or cause to be performed its promises and obligations under this Agreement, including its obligations to any Subconsultants unless due to the owner's failure to make payments of any amounts due and owing to the Consultant under this Agreement, the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and experts' fees and expenses at trial and on appeal and litigation expenses (collectively all such liabilities are referred to as "Losses"), arising out of or connected with: (a) the Consultant's negligent performance or nonperformance of this Agreement; (b) any negligent or intentional misstatement contained in any representation made by the Consultant in or pursuant to this Agreement; (c) any breach of any warranty made by the Consultant in this Agreement or in any documents or certifications required by this Agreement; or (d) any negligent or otherwise wrongful errors, omissions or acts of the Consultant, its Subconsultants, agents or employees; or injuries or death of any employee of Consultant or any Subconsultants under any worker's compensation statute. The Consultant expressly understands and agrees that any insurance protection required by this

Agreement will in no way limit its responsibilities or liabilities or serve as a limit in recovery under this Section 5.2. The provisions of this Section 5.2 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable. At the option of the County, Consultant will defend all suits related to Losses and which involve the County and will pay the expenses and costs incidental to them, but the County has the right, at its option, to participate at its cost in defense of any suit, without relieving the Consultant of any of its obligations under this Agreement. Any settlement will be made only with the prior written consent of the County, if the settlement requires any action on the part of the County. To the extent permissible by law, Consultant waives any limits to its obligations to defend, indemnify, hold harmless or contribute any sums due under any Losses, including any claims by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et. seq. or any other related law or judicial decisions (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill.2d 155 (1991)). The County, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision. The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term.

#### **ARTICLE 5. BASIS OF COMPENSATION**

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

##### **5.1. Compensation for Services.**

For the faithful and complete performance of the Consultant's Services under this Agreement, as described in Article 2 Services, compensation will be based on a "Not To Exceed" amount of Two Million Dollars (\$2,000,000.00) for the aggregate of the task orders. Payment Applications for Services for this Agreement shall be submitted monthly beginning one month after the Notice to Proceed Date issued to the Consultant and will not exceed the monthly rate agreed. Payments for partial months of service will be prorated by dividing the monthly fee by the number of days in the months and multiplying the result by the number of days of service for that month. Payments may never exceed the progress of the project. The County may reject a Payment Application where reports and other Services specified have not been submitted or performed until such time as the delinquent report or service has been submitted/performed.

##### **5.2. Reimbursable Expenses**

The Consultant's budget for Reimbursable Expenses will not exceed \_\_\_\_\_ (\$\_\_\_\_\_) 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 Services pursuant to Sections 2.1.3 Submittals/Deliverables and 2.13.1 Providing Bid Documents 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.

**5.3. Records of Work Performed; Cook County Code, Chapter 34, Sec. 34-210.**

Regardless of compensation structure, the Cook County Code requires that the Consultant 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.

**5.4. Compensation for Extensions of Project Duration.**

Except as provided in and subject to Section 11.4 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 2.8.4 Notice of Failure to Adhere to Schedule and 2.8.5 Notification of Milestones, 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

**5.5. Error and Omission Retainage Fund.**

The County reserves the right in certain circumstances as described below to 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.

**5.5.1. "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".

**5.5.2. "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**").

**5.5.3. 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.

**5.5.4. Commencement of Withholding.**

When the County determines that E & O Costs exceed the 1 % Threshold, the County will withhold the estimated amount from the next pay application(s) request received; provided, however, that if the pay application request is less than the 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.

**5.5.5. 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.

**5.5.6. In Effect beyond Termination.**

This Section 5.5 Error and Omission Retainage Fund will remain in effect, enforceable and applicable notwithstanding the termination of this Agreement for any cause.

**ARTICLE 6. PAYMENTS TO THE CONSULTANT**

**6.1. Payments for Services.**

The Consultant will submit a payment application once a month for Services. Payments for Services will be made monthly and will be governed by this Section 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.

**6.2. 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.

**6.2.1. 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.

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Contract Documents 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. No payments shall be made without such invoices having been submitted along with three copies of County Voucher Form 29A.

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 Contractor 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 or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. 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 Contract, 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.

**6.2.2. 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.

**6.2.3. 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.

**6.3. Schedule of Payments.**

The schedule for payments under this Agreement are set forth in Section 6 Basis of Compensation under this Agreement will not exceed the "not to exceed" dollar amounts shown in Section 6 without a written amendment, as permitted by the County Procurement Code.

**6.4. Federal Excise Tax.**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75 -0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein will include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction. Cook County's State of Illinois Sales Tax Exemption Identification is E-9998-2013-07.

**ARTICLE 7. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**7.1. Non-Discriminations.**

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, sexual orientation, gender identity, or status of discharge from military nor will the Consultant otherwise commit an unfair employment practice. The Consultant further agrees that this Section 8.1 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. The Consultant will further comply with all applicable federal and State of Illinois statutes and regulations regarding unlawful employment practices, civil rights and human rights.

**7.2. 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.

**7.3. Minority and Women Business Enterprises.**

Cook County Code, Chapter 34, Section 34-260-300., Et. Seq. Cook County Code, Chapter 34, Section 34

260-24-300.1, et. seq.

**7.3.1. Policy and Goals.**

It is the policy of the County to prevent discrimination in the award of, or participation in, County contracts and to eliminate arbitrary barriers for participation as both prime and sub-consultants in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the County Board of Commissioners has adopted a Minority- and Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBE and WBE firms. The Ordinance is found in the Cook County Code, Chapter 34, Sections 34-275 through 285. The Consultant shall comply with the MBE/WBE requirements set forth in Exhibit 5.

**ARTICLE 8. CONSULTANTS REPRESENTATIONS AND WARRANTIES**

**8.1. 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.

**8.2. 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.

**8.3. Independent Consultant.**

The Consultant represents and warrants that the Consultant is an independent contractor. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**8.4. Familiarity with Project.**

The Consultant represents and warrants that the Consultant is familiar with the requirements of the Project and this Agreement, and has carefully examined the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own assessment it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and the Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of 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 the Consultant under this Agreement. The Consultant has the necessary skill, financial resources, and personnel to successfully complete its services under this Agreement.

**8.5. 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.

**8.6. 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.

**8.7. Adequate Review.**

The Consultant represents and warrants that the 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 in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. The Consultant did so review these documents, and either every such statement, representation,

promise or provision has been included in this Agreement or else, if omitted, the Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**8.8. No Criminal Proceedings.**

The Consultant represents and warrants that it has not received notice, or has no reasonable basis for believing, that it or any of its officers or employees 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, sexual orientation or gender identity; 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.

**8.9. 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.

**8.10. Additional Representations Regarding Delinquencies Under County Codes; Setoff.**

The Consultant represents and certifies that neither it, nor to the best of its knowledge, any of its Subconsultants, is disqualified from entering into an Agreement with the County because of (a) a delinquency in the payment of any tax, fee or debt to the County or a determination of status as a "predatory lender" under Section 34-171 of the County Codes; (b) a disqualification for noncompliance with child support orders under Section 34-172 of the County Codes; (c) a disqualification for illegal activities under Section 34-173 of the County Codes; (d) a disqualification for willful violation of the Cook County Independent General Ordinance under Section 34-174 of the County Codes ;(e) has been found liable for making false statements of material fact to the County under Section 34-175 of the County Codes; or (f) disqualification for failing to comply with law related to the payment of wages as set forth in Section 34-179; or (g) disqualification due to contract default or termination for cause by the County within the last 24 months under Section 34-170 of the County Codes. Pursuant to the authority of Section 34-177 of the County codes, the Consultant acknowledges that the County may set off against the fees paid to the Consultant a sum equal to any fines and penalties, including interest, for each tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

**8.11. No Auditing Services.**

The Consultant represents and certifies that neither it nor any of its "Affiliates" has any agreement or contract with the County regarding Auditing Services for or with the County. The Consultant will not consent to a subcontract with Subconsultants which Subconsultants or any of its "Affiliates" has an

agreement or contract with the County regarding Auditing Services. The terms “Auditing Services” and “Affiliates” have the meanings set forth in Section 34-193 of the County Codes.

**8.12. 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 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.

**8.13. Representations and Warranties.**

In connection with signing and carrying out this Agreement, Consultant:

- (i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- (ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- (iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- (v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- (vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- (vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Article 10.

**8.14. Ethics.**

In addition to the foregoing warranties and representations, Consultant warrants:

- (i) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics, and
- (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier

Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**8.15. Joint and Several Liability.**

If the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**8.16. Business Documents.**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**8.17. Conflicts of Interest.**

No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venture in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 2.1.7 Confidentiality and Ownership of Documents of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under

this Agreement, Consultant must terminate such other services immediately upon request of the County.

**ARTICLE 9. DISPUTES**

**9.1. Presentation of Dispute.**

If the Consultant disputes any decision by the County, then the Consultant will present such dispute to the Director of the Department of Capital Planning & 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 Department of the Office of Capital Planning & Policy. Upon request of the Chief Procurement Officer, the Department of the Office of Capital Planning & 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 Department of Capital Planning & Policy and the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein will be a condition precedent to any other action by the Consultant at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

**9.2. Continuation of Services.**

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 10. DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**10.1. 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. Default by Consultant.**

The following constitute material breaches of this Agreement, which if not cured as set forth in Section 10.6.1 County Remedies will constitute a default.

- (i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Consultant to the County.
- (ii) The Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - a. Failure due to a reason or circumstances within the Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- b. Failure to perform the Services in a manner reasonably satisfactory to the Project Director, the Director of Capital Planning and Policy, or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - c. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - d. Discontinuance of the Services for reasons determined by the Chief Procurement Officer to be within the Consultant's reasonable control; and
  - e. Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
  - f. Failure to comply with Section 1.13 Compliance with Laws and Cooperation with Inspector General in the performance of the Agreement.
- (iii) Any change in ownership or control of the Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- (iv) The Consultant 's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) The Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicates a willful or reckless disregard for County laws and regulations.

#### **10.3. Reimbursement.**

The County will be entitled to reimbursement from the 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 the Notice to Cure or the Notice of Default, whichever is later.

#### **10.4. Project Suspension.**

The County will have the absolute right to suspend the Project by giving 5 business days prior written notice to the Consultant or informal or no notice in the case of an emergency. Any such notice shall be given by the Chief Procurement Officer at the request of Director of Capital Planning & Policy. 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. Consultant will promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services will be treated in accordance with the compensation provisions under this Agreement. No suspension of this Agreement is permitted in the aggregate to exceed a period of 90 days within any one year of this Agreement. If the total number of days of suspension exceeds 90 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 10.5.

#### **10.5. Termination for Convenience.**

At the request of the Department, the Chief Procurement Officer may terminate this Agreement in whole, 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 Chief Procurement Officer to the Consultant. The County will give notice to Consultant in accordance with the provisions of Article 12.6. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the Agreement is terminated in whole by the Chief Procurement Officer, all services under the Agreement will cease and the Consultant will restrict its activities to completing any reports, analyses or other tasks previously begun and as requested and approved by the Chief Procurement Officer in the notice of termination. The County will not be liable to the Consultant for any services provided after the date of termination that does not have the County's written approval. No costs incurred after the effective date of the termination will be allowed. 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 within 10 days after the date notice is considered received or upon the effective date for such termination given in the notice 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 and satisfactorily 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 Chief Procurement Officer 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. No amount of compensation, however, is permitted for anticipated profits or on unperformed services. The Consultant will include in its contracts with Subconsultants a provision in form and substance equivalent to this termination provision to prevent claims against the County arising from termination of subcontracts in the event of a termination for convenience. The Consultant waives any claims against the County resulting from any Subconsultant's claims due to termination for convenience. If the County's election to terminate this Agreement for default under Section 10.1 Default by County is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be termination for convenience under this Section 10.5.

##### **10.5.1 Termination for Related to 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 the Consultant's sole remedy.

**10.5.2 Termination for Convenience related to Lack of Sufficient Funds.**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify the Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to the Consultant and any payment so made shall be in full settlement for services satisfactorily performed under the Agreement. No payments will be made or due to the Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**10.6. Remedies.**

**10.6.1. County's Remedies.**

The occurrence of any material breach permits the County at the County's sole option and discretion, to declare the Consultant in default. The Chief Procurement Officer may, in his or her sole discretion, give the Consultant an opportunity to cure the default within a certain period of time, which period of time will not exceed seven (7) days, unless extended by the Chief Procurement Officer. Whether to declare the Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. The Chief Procurement Officer will give the Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he or she will also indicate any present intent to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if the Consultant fails to affect a cure within the seven (7) day cure period given in a Cure Notice. When a Default Notice with intent to terminate is given, the Consultant will discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

**10.6.1.1. Take Over and Complete Services.**

The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 10.6.1.1.

**10.6.1.2. Terminate.**

The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

**10.6.1.3. Specific Performance.**

The right of specific performance, an injunction or any other appropriate equitable remedy;

**10.6.1.4. Damages.**

The right to money damages;

**10.6.1.5. Withhold Compensation.**

The right to withhold all or any part of Consultant's compensation under this Agreement;

**10.6.1.6. Non-Responsible.**

The right to consider Consultant non-responsible in future contracts to be awarded by the County.

**10.6.2. Default or Terminate Agreement.**

If the Chief Procurement Officer considers it to be in the County's best interests, he/she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

**10.6.3. Remedies Not Exclusive.**

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**10.6.4. Right to Offset.**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

if the County exercises any of its remedies under this Section 11.6 of this Agreement; or

if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**10.6.5. Delays.**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**10.6.6. Refund and Prepaid Fees.**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**10.6.6.1. 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.

**10.6.6.2. Compensation Due as of Termination.**

All compensation due the Consultant will be calculated based upon the terms of Article 6 Basis of Compensation 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.

**10.6.6.3. 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.

**10.6.6.4. Compensation Due as of Termination.**

All compensation due the Consultant will be calculated based upon the terms of Article 6 Basis of Compensation 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.

**10.6.6.5. 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 the 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.

**10.6.6.6. 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.

**10.6.7. Consultant's Remedies.**

If the County has been notified of default and fails to remedy a material breach during the seven (7) day cure period pursuant to Section 10.6 County's Remedies, 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. The Consultant will agree to cooperate with the implementation of any replacement services should the County so request.

**10.6.7.1. Compensation for Services Completed.**

All compensation due the Consultant will be calculated based upon the terms of Article 5 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.

**10.6.7.2. Removal of Consultant's Personnel, Property.**

The Consultant shall within twenty-four (24) hours after the date of termination of this Agreement 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.

**10.6.8. Excess Costs.**

The County may offset any excess costs incurred: a) if the County terminates this Agreement for default or any other reason resulting from the Consultant's performance or non-performance; b) if the County exercises any of its remedies under Section 10 of this Agreement; or c) if the County has any credits due or has made any overpayments under this Agreement

**10.6.9. All Remedies Available.**

Subject to the requirement of dispute resolution under this Agreement, the Consultant will have the right to pursue remedies available in law or equity. In all cases the Consultant's damages will be those provable direct monetary 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. The Consultant agrees that no charges or claims shall be made by the Consultant for any delays or hindrances whatsoever during the progress of this Agreement.

## **ARTICLE 11. GENERAL CONDITIONS**

### **11.1. No Omissions.**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

### **11.2. Cooperation.**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

### **11.3. Comparable Government Procurement.**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

### **11.4. Disqualification for Non-Performance, Cook County Ordinance Chapter 34, Article 4, Section 170.**

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 Chief Procurement Officer. The period of ineligibility will continue for 24 months from the date the Chief Procurement Officer 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 Chief Procurement Officer within 24 months prior to the Effective Date.

**11.5. Force Majeure.**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**11.6. Written 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, postage prepaid registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**TO THE COUNTY:**

**CHIEF PROCUREMENT OFFICER**

County of Cook  
161 North Clark Street, 23<sup>rd</sup> Floor  
Chicago, Illinois 60602

**DEPARTMENT OF CAPITAL PLANNING & POLICY**

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

**TO THE CONSULTANT:**

Firm Name: Gensler  
Attn: Brett Taylor  
Address: 11 E. Madison Street, Suite 300  
City, State, Zip: Chicago, IL 60602

Changes in these addresses will be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three (3) days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**11.7. Governing Law and Venue (Jurisdiction).**

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

**11.8. Waiver.**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance. Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**11.9. Rules of Interpretation.**

The following rules of interpretation shall apply to this Agreement.

The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

All references to a number of days mean calendar days, unless expressly indicated otherwise.

**11.10. 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.

**11.11. Entire Agreement.**

**11.11.1. General.**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**11.11.2. No Collateral Agreements.**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- b) the nature of the Services to be performed;
- c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- d) the general conditions which may in any way affect this Agreement or its performance;
- e) the compensation provisions of this Agreement; or
- f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**11.12. Severability.**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**11.13. 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.

**11.14. 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.

**11.17. Counter Parts & Order of Precedence.**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**11.18. Order of Precedence of Component Parts.**

These Contract Documents shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Agreement and Exhibit 2 Scope of Services;
2. Addenda, if any;
3. Special Provisions, if any;

In the event of any conflict between the Agreement and its components parts, then the interpretation most favorable to the County will apply. The parties shall all also reference Sections 2.15.22.2. Recommendations Concerning Disputes; Questions of Interpretation and 11.9 Rules of Interpretation. provisions.

**ARTICLE 12. AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties.

**Exhibit 1**  
**Board Authorization Letter**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 25-3452      **Version:** 1      **Name:** Gensler Architecture, Design & Planning  
**Type:** Contract      **Status:** Approved  
**File created:** 7/18/2025      **In control:** Asset Management Committee  
**On agenda:** 7/24/2025      **Final action:** 9/18/2025  
**Title:** PROPOSED CONTRACT

Department(s): Department of Capital Planning and Policy

Vendor: Gensler Architecture, Design & Planning P.C.

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

Good(s) or Service(s): Architectural and Engineering Services for Corporate Portfolio - County Building 4th, 7th and 8th Floors

Contract Value: \$2,810,700.00

Contract period: 10/1/2025 - 9/30/2028 9/18/2025 - 9/17/2028 with two (2) one-year renewal options

Contract Utilization: The vendor has met the Minority- and Women- owned Business Enterprise Ordinance Via: Direct Participation.

Potential Fiscal Year Budget Impact: FY 2025, \$170,100.00; FY 2026, \$1,815,200.00; FY 2027, \$25,400.00; FY 2028, \$400,000.00; FY 2029, \$400,000.00

Accounts: 11190.560107.560108.00000.00000

Contract Number(s): 2215-02094

Summary: The Vendor shall provide Architectural and Engineering Services for Renovation of the County Building 4th, 7th and 8th floors and complete drawings and specifications for bid and construction. The Vendor shall provide all design documents and construction administration services, as stipulated in the County's Professional Services Agreement.

This contract is awarded through Request for Qualifications (RFQ) procedures in accordance with Cook County Procurement Code. Gensler Architecture, Design & Planning P.C. was selected based on established evaluation criteria.

**Sponsors:**

**Indexes:** EARL MANNING, Director, Office of Capital Planning and Policy

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
9/18/2025	1	Board of Commissioners	approve as amended	Pass
9/17/2025	1	Asset Management Committee		
7/24/2025	1	Board of Commissioners	refer	Pass

**PROPOSED CONTRACT**

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**Vendor:** Gensler Architecture, Design & Planning P.C.

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**Exhibit 2**  
**Scope of Services**

## EXHIBIT 2

### SCOPE OF SERVICES

#### 1 Overview

The Cook County Bureau of Asset Management is developing a preliminary space plan and program for the renovations of the 4th, 7th and 8th Floors of the County Building. Existing documentation, to be provided to the successful respondent, includes existing conditions drawings, building assessment reports, maintenance and utility information, etc. It is intended that multiple County bureaus or departments will occupy the renovated floors with administrative office functions. While there may be some public-facing elements on a floor, the projected uses are intended to be administrative office spaces.

The selected team shall provide professional design services in a coordinated and integrated fashion for each designated Design Package, with the involvement of core disciplines and any other specialty consultants necessary to execute a given scope. The selected team will follow the requirements of the Professional Services Agreement (PSA), including standard best industry practices for the development and refinement of professional design projects. The contents of this RFQ are to be included as an attachment to the final PSA; should information in this RFQ conflict with the stipulations of the PSA, the language in the RFQ will govern.

Cook County is seeking Architectural & Engineering services from experienced vendors to provide full code review, test fits, a review of existing conditions and documentation with a findings report (Program Analysis Report), full architectural and engineering design, and construction administration services for each of the design packages in this solicitation. Services for the Design Packages 1, 2 and 3 shall generally include three Parts as follows:

##### Part 1:

Upon evaluation, review and approval of the A/E's Program Analysis Report with DCP, CFO and DFM, the A/E will then receive approval to begin Schematic Design and Design Development, as specified in the Professional Services Agreement

The selected team will develop complete documents and specifications for each phase of each Design Package based on the strategy laid forth in this RFQ.

Documents will include architectural and engineering, IT infrastructure, ADA/Accessibility requirements, Universal Design elements, life safety, security, and sustainability requirements. The team will develop a scope of work based on the finding of the Program Analysis Report, input and direction from the Department of Capital Planning and Policy, and related components found in this solicitation.

Some portion of the area of renovation work, especially in or near the public lobby areas, may include elements of the existing historic building that may require review by the Chicago agency with jurisdiction over the architectural treatments of historic structures. In addition, the design team will be required to follow the approach outlined in the Workplace Strategy + Design guidelines, Policy Roadmap, Green Buildings Program, etc., issued by the Bureau of Asset Management.

The selected team, in addition to providing the required technical expertise, shall also provide all required management and coordination of the disciplines to reliably execute the work within an assigned schedule and budget. Demonstrated capacity to effectively manage projects is essential, as well as the ability to expedite projects through the approval agencies.

Given that the spaces involved will be occupied by multiple County government functions and may include functions for multiple separately elected officials, the selected team will need to develop materials (PowerPoint, drawings, etc.) as part of their scope of work to support the Department, and as requested participate, in making design presentations to those agencies or departments.

The selected team as part of its scope of work will develop furniture plans, layouts, and specifications. The County has contracted with multiple furniture vendors; the selected team will need to work with the vendors and Bureau staff to develop the furniture package(s). The County also has an ongoing program of obtaining, storing, and utilizing contemporary office furniture donated to the County, and managed by the Department of Facilities Management. As available, the selected team will work to incorporate donated furniture into the package(s).

Part 2: Contract Documents Phase per the PSA.

Part 3: Construction Administration and Project Close-Out per the PSA.

## **2 Background Descriptions**

The County Building is a 12-story building with basement levels originally constructed in 1908 and is approximately 627,000 SF. It is located at 118 N Clark Street in Chicago, Illinois. The County Building is open to the public and houses various Cook County governmental functions.

## **3 Detailed Scope of Services**

The following is a more defined outline of the Scope of Services that will be required; however, the specific requirements are addressed in greater detail in the PSA. Should there be a conflict between this Exhibit and the PSA, the RFQ will govern.

The project work includes the following, but is not limited to;

1. Provide an A&E service and oversight.
2. ADA compliance.
3. Provide advanced level phasing plans as required.
4. Provide drawings for temporary swing space as required.
5. Provide FFE design, selection and specifications.
6. Provide Diversity inclusion support including outreach meeting(s).
7. Provide security Systems to allow incorporation into County-wide system.
8. Review of third-party consultant's prior assessment/recommendation reports and design documents to be integrated in scope of work as required.
9. Provide Independent Cost Estimates.
10. Maintain project photographic record.
11. Provide project schedule.
12. Record archival system evaluation.
13. Separate line item for Material Investigation/Analysis Consultant.
14. Separate line item under Add Service for Environmental Assessment Report – Phase 1.

### **3.1 Basic Services Design and Construction Document**

The selected Firm will be expected to:

- Visit project site and make complete assessment of the facility within the area impacted.
- Provide programming and design services, specifications, and oversight to accomplish the project objectives.
- Environmental Design, Construction and testing of remediation activities will be by others.
- Provide all necessary permitting scope (including site surveys required to obtain applicable building permits).

### **3.2 Deliverable (Milestones)**

Reference the Professional Services Agreement (PSA), especially Article 2. Obtain written direction for a milestone prior to proceeding to the next milestone

### **3.3 Additional Requirements**

1. Verify program needs and confirm current conditions, budget and schedule. This includes all necessary site inspections to evaluate the current site conditions. The findings should be incorporated into the construction drawings in order to avoid

change-order requests during construction. Conduct all necessary investigations, surveys, including wetland delineations, geotechnical investigations, environmental and floristic investigations, feasibility studies, and/or programming studies needed to inform drawings and technical specifications.

2. Develop construction cost estimates, construction schedules, and budgets based on plans.
3. Conduct any investigation and/or testing necessary to produce accurate and complete contract documents and to satisfy Cook County and all other governing agencies permit requirements. Coordinate with Project Director prior to investigation or testing at any site.
4. Properly identify existing utility tie-in points for the Contractor to bid including but not limited to sewer, water, gas, electrical, fire detection, fire suppression, data.
5. Perform an investigative survey and code analysis of existing buildings, facilities, systems and the like, if applicable.
6. Provide cost estimates sufficiently detailed to project realistic costs (e.g., not based on square footage), and 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. Cost estimates should include any identified alternates and a schedule of unit prices worksheet. The awardee assumes all responsibility for staying within the assigned construction- project budget unless otherwise directed in writing by DCPD 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%, DCPD may direct the awardee to redesign the project to conform to the project budget, with no additional compensation to the awardee.
7. Meet with DCPD staff and any other public/private agencies, organizations, and community representatives, as required, and prepare meeting minutes. Minimum two meetings.
8. Prepare presentation materials for public meetings. Attend, facilitate and prepare meeting minutes if required.
9. Communicate with DCPD Project Director on a regular basis; provide updates to project schedules, cost estimates and respond to issues raised by permitting agencies. DCPD Project Director and construction manager may require monthly reports that include these items.

10. Complete A&E checklist to be provided by DCPD Project Director throughout the course of the project. Submit in-progress checklist to DCPD at 50% review and completed A&E checklist to DCPD at 95% review stage.
11. Be familiar with all applicable Cook County adapted codes, and any Authorities having Jurisdiction. Designs must meet or exceed the standards set forth in these codes. Any changes in these codes during the life of the contract will not entitle consultant to additional compensation.
12. Submit drawings, technical specifications and cost estimates to DCPD Project Director for review at the end of: (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.
13. Attend design review meetings following each submission. NOTE: Technical specifications should be technical specifications only and should not include any terms, conditions or other information concerning contractual matters. Cost estimates should include any identified alternates and a schedule of unit prices worksheet.
14. The A&E shall become familiar with and utilize the Cook County Office of Capital Planning and Policy (DCPD) management systems.
  - a. It is the responsibility for the A&E to oversee their electronic transfer of data from the field to the DCPD management systems.
  - b. The A&E is responsible for all reporting, correspondence, site visit photographic documentation, and analysis to be uploaded electronically.
  - c. The A&E shall provide monthly project reports, indicating schedule, budget, and other project deliverables, using the DCPD's management systems.
15. Consider path of egress routes and doorways, as needed to meet all code and accessibility requirements.
16. Work shall include repair/restoration of all disturbed or altered finishes and ancillary infrastructure (i.e. plumbing, floors, walls) and related life safety.
17. Phasing plans shall be generated and included into the Construction Documents to allow all locations to be fully functional while minimizing disruptions to daily operational activities.
18. The buildings are and will remain fully occupied and therefore:
  1. The design documents shall include technical specifications for controlling of noise, dust, and vibration as well as coordinating shutdowns and equipment removal.

2. The design shall include development of multi-phased construction that will be
  3. incorporated into the bid documents for the contractor to bid. Phasing shall include
  4. multiple phases by zones, areas or floors and require a high degree of coordination with the Owner and User groups during design.
  5. The phasing plans shall show the limits of construction, areas allowed for construction operations and proposed staging areas, proposed locations of temporary protection, barricades, and temporary walls for the site and for each floor of the existing facilities where work is being performed.
19. As-built Survey and A/E Signoff on ADA compliance.
1. For exterior flatwork, ramps, or other applicable scope, the design documents shall include the Contractor to hire an independent 3rd party surveyor to document the as-built exterior work:
    - a. All elevation points should be shot on a grid no great than 10' apart in each direction for all new and existing condition that ties into the new work. Extent of surveying existing condition shall be determined as project approaches project scope development.
    - b. Survey should show the cross slope % and running slope % calculations between each elevation point throughout.
20. As part of the Closeout Package, the A/E shall provide a compliance letter which states that the work as constructed meets all applicable ADA requirements and is constructed per the design documents.
21. Proposed Schedule for the Work
- The successful Respondent include with their Level of Effort a Gantt chart detailing the project in accordance with Article 2.8 of the PSA. Include one schedule for each Design Package if applies. Durations will be calculated in calendar days.
  - Activities summarized on the Respondent's Gantt chart will not serve to reduce, limit or cause exceptions to the successful Respondent's obligations to provide all services required. The County will not be responsible for additional fees or costs incurred by the successful Respondent during the project due to under-estimation of durations.
  - If the County's RFQ includes a proposed project duration and the Respondent considers that changes in the County's schedule are required; the Respondent 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.

- The successful Respondent 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.
- The successful Respondent will be expected to identify within their schedule the following key milestones:
  - Notice to Proceed
  - Obtain Badges as required
  - Commence investigation
  - Assessment Report Start and Finish
  - Presentation of Assessment / recommendation to client
  - Client review and selection of scope to proceed to design (estimate 3 weeks)
  - Drawing status (each stage to be shown as a milestone once complete). The County reviews all milestone submittals. A review can vary between 7 to 10 working days depending on the complexity of the project.
  - Final Document hand over
  - A project to be bid out for work can take up to multiple months from the time the bid documents are complete to the time a contract is executed.
  - Construction Start. Any Notice to Proceed (NTP) dates shown in the Gantt chart by the Respondent will be considered a reference only for the purposes of electronic scheduling and will not obligate the County to meet the date shown.
  - The Respondent will include an estimated time for permitting, if any is required, based on its experience for this type of project.
  - Construction Substantial Completion and Final Completion. Include proposed construction duration through final acceptance for Construction Administration Services.

### **3.4 Required Services For All Projects**

Firms are expected to provide the services outlined below. The work performed by the firm selected for the project shall meet the following standards, requirements, and expectations:

#### **Standards, Requirements, and Expectations**

1. **Project Drawings.** The generation of all necessary drawings shall be the responsibility of the project awardee. DCPD 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 DCPD 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.
  - Provide industry standard and project specific CSI six-digit three-part specifications that include technical data, ASTM standards, performance features, and product attributes.
  - The County will furnish to the Most Qualified Firm one (1) set of electronic Guideline Specifications for Division One. The guideline specifications will be used to create Division One Technical Specifications.
3. **Accessibility.** The A/E shall provide a design compliant with the applicable accessibility laws required by Authorities Having Jurisdiction including but not limited to the Chicago Building Code, the Illinois Accessibility Code, and the 2010 ADA Standards and. In evaluating accessibility requirements, the most stringent Code shall apply. Include path of travel and primary function as applies. As accessibility is a primary driver for the full floor renovation projects in the County Building, the architect will meet with the Mayor's Office of People with Disabilities and with the DCPD ADA SME during design phase to ensure not only compliance with applicable laws, codes, and ordinances, but to identify opportunities for universal design that may, at the County's discretion, be implemented beyond the minimum accessibility requirements.
4. **Sustainability (If Applicable).** The County prefers the use of an integrative design process for all capital projects. At a minimum, the design team should draw participants from the end-user group, the design and construction team, and the facilities maintenance team. The County intends to pursue rebates through the rebate programs offered by the energy service providers. If rebates are found to be available for the equipment being replaced the design team shall specify equipment in compliance with the available rebate programs. The County may require assistance from the design team in providing the information and documentation required to submit and receive such rebates. The latest edition of the Cook County Green Buildings Standards (currently dated June 2019) shall be followed.
5. **Policy Roadmap.** See: <https://www.cookcountyil.gov/service/policy-roadmap>.
6. **CADD.** The project awardee shall produce AutoCAD drawings for each design project that include accurate base drawings for the entire building/project area.

Upon completion of each project, a disk containing the as-constructed drawing set shall be sent to DCPD. If available for this particular project, DCPD will provide CAD drawings that would be given to the AEs. The DCPD CAD File System Overview contains existing conditions, existing blocking, and existing stacking plans.

7. **Historic Buildings or Facilities.** The building has been designated as both a City and National Landmark structure. Unless directed by DCPD or required by applicable code, where historic buildings, facilities or landscapes are involved, all work shall be consistent with the Secretary of the Interior's Standards for Rehabilitation. DCPD or the City of Chicago may have other standards, requirements, or processes for buildings, facilities or landscapes that have been designated as having special historical or cultural significance. Detailed documentation of compliance with applicable historic preservation standards is part of the scope of services. The vendor may be required to generate materials to illustrate said compliance and to participate with DCPD personnel in presentations either to a City or other agency with jurisdiction over such compliance, or to participate in up to three (3) other meetings or presentations either to the public or to elected officials, at DCPD's direction.
8. **Permits.** The AE firm is expected to provide a design and permit set of drawings that are in compliance with all applicable codes and ordinances, all Authorities Having Jurisdiction, all Cook County adapted codes, and cooperate in resolving any permit-related issues.
9. **Alternates.** If required, the project awardee shall develop construction documents with add or deduct alternates and shall clearly identify these alternates in all cost estimates.

### 3.4 Additional Information

The attached Exhibit 2A, Scope of Work provided by the Consultant and dated April 23, 2025 is supplemental information to this Exhibit 2. Should there be a conflict between the scope of services in this Exhibit 2 and the scope of work provided in Exhibit 2A, the scope of services that is most beneficial (as determined by the County) shall prevail.

# SCOPE OF WORK

**REVISED 04/23/2025**

The project includes full renovation and build-out of approximately 65,600 square feet of new office space on floors 7 and 8 at the Cook County Building at 118 N Clark, Chicago, IL 60602. The County Building, completed in 1908, is approximately 627,000 GSF across 11 stories and 3 basement levels. The project is inclusive of the following 'West Wing' scope:

- New DOAS unit on floor 7;
- Vertical duct feeds to all floors (horizontal duct distribution at each floor will be replaced with individual restack projects);
- New Dry Cooler unit on roof, including galvanized steel platform;
- Vertical glycol lines for all floors.

## SITE SURVEY & PROGRAMMING

Gensler will review record documentation provided by Client of the existing conditions and visit the Project site to verify reasonably observable existing conditions. Under certain circumstances, such as if the documentation of existing conditions is unavailable or appears to be unreliable, Gensler will survey and document the existing conditions before proceeding with further design services. Gensler will provide an additional service allowance for surveying services.

The Programming Focus Group Sessions will bring together the End User Groups to define and align on the direction for the scope area(s). The End User Groups are understood to be the following: Department of Human Resources, Bureau of Technology - Network Command Center and Department of Facility Management. The objective of these sessions are to:

- determine the allocation of individual workspaces to departments and personnel;
- clarify the quantity and types of collaborative spaces required to meet each department needs;
- define the program of space requirements, per the Cook County Workplace Strategy and Design (WS+D) Guidelines and Kit-of-Parts.

Gensler will analyze findings, documenting any Program adjustments, design decisions, and issues which the parties may agree to address at a later stage. Gensler will deliver a summary and high-level report that will include the Program, key adjacencies, space needs, space type plans/diagrams and amenity space needs. Gensler will issue such minutes to the Client for review and approval.

## DESIGN

Test Fitting. Using the WS+D Guidelines and Focus Group Session report(s), Gensler will create test fit planning options. These test fit will strive to provide an opportunity to create a consistent arrival experience, break down departmental silos and provide flexibility for future proofing the Cook County workplace. Gensler will create up to two (2) test fit options of each department area and will include up to two (2) revisions.

Schematic Design. Based on the approved Test Fits, Gensler will develop the Schematic Design, consisting of:

- Floor plans;
- Conceptual ceiling plans;
- Interior elevations;
- Sketch renderings of selected areas as needed;
- Furniture concepts;
- "Look and Feel" material palette;

Pending the availability of all End User Groups to meet for a single Schematic Design Presentation, Gensler may present the Schematic Design in one to three (1-3) virtual meetings. Gensler will provide the 100% Schematic Design Documents, including cost estimate in PDF, including a package for Client's CMAR. Client and Gensler will agree upon any changes to be provided within two

- Design Development. Based on the Development, to further develop the Architectural treatments;
- Floor plans and furniture
- Reflected ceiling plans and interior elevations and sketches
- Details of key design elements
- Final material palette;
- Preliminary designs of building coordination with Client's

Pending the availability of all End User Development in one to including cost estimate in PDF, following after the Presentation (in person) changes in the Construction Documents.

Construction Documents. Based on Client's authorization to proceed, including:

- Floor plans and schedules;
- Interior elevations and building
- Enlarged plans and elevations
- Reflected ceiling plans;
- Power and communication
- Finish plans and schedule
- Design details;
- Code required signage standards
- Construction phasing plan
- Project Manual, including
- Engineering drawings of
- with Client's engineering

Construction Documents will include will illustrate the limits of construction protections/barricades/temporary 75% and 100% completion, including Document sets within two weeks for Bid and Permit.

Furniture. Gensler will prepare furniture pricing, bidding, fabricating, and installing during the construction process. All Real Estate. Client will procure all for Gensler's review for compliance materials; and, if required, mock-up

## SCOPE OF WORK

Construction Administration. Gensler will assist Client with Construction Administration via a phased schedule to allow the portions of the 7<sup>th</sup> and 8<sup>th</sup> floors to remain fully functional while minimizing disruptions to daily operational activities during construction. Construction Administration duration will be based upon the agreed-upon phasing plans, included in the Construction Documents. Gensler's Construction Administration services will begin with the award of the Construction Contract and end thirty (30) days after the scheduled dates for Substantial Completion (per the attached proposed schedule) when Gensler signs the CMAR's final payment application, whichever occurs first. Gensler will provide Construction Administration services in accordance with the County of Cook Professional Services Agreement, and mutually agreed upon Supplementary Conditions which Gensler will incorporate in the Project Manual, and all defined terms in this section shall have the same meaning as those in the General and Supplementary Conditions. If Client and CMAR modify the General and Supplementary Conditions, those modifications will not affect Gensler's services under this Agreement unless Client and Gensler agree mutually to amend this Agreement.

Progress Meetings and Site Visits. Gensler will visit the Project site during construction to attend combined progress meetings and site walkthroughs ("Site Visit") as often as is appropriate, in Gensler's professional judgment, up to the extent specified in this section. The purpose of the site walkthroughs is to become generally familiar with the progress and quality of the Work and to determine whether the Work is in general conformance with the aesthetic design intent. Gensler's fee for Basic Services includes: Weekly Site Visits during active construction. If Gensler observes Work that does not conform to the Construction Documents, Gensler will recommend that Client reject it. Gensler will also recommend inspection or testing of the Work if Gensler believes it is appropriate.

Communications during Construction. Client and CMAR will communicate with each other, and with Gensler's consultants, through Gensler. Gensler will maintain logs of documents received, reviewed, and/or issued by Gensler.

Requests for Information. Upon Client's or CMAR's request for information, Gensler will provide written or graphic interpretations and clarifications of the Construction Documents.

Bulletins. Gensler will use its Bulletin form to: a) request proposals for changes in the Work.

Architect's Supplemental Instructions (ASI). Gensler will use its ASI form to: a) document minor changes to the Work; b) issue supplemental instructions related to the Work.

Submittals. Gensler will review and take appropriate action on Samples, Product Data, Shop Drawings, and other submittals that the Construction Documents require CMAR to submit ("Submittals"), to determine whether those items and CMAR's proposed methods of fabrication are generally consistent with the aesthetic design intent. Gensler will take action on Submittals within the time specified in a submittal schedule to be provided by the CMAR and approved by Gensler, or otherwise within ten business days absent exigent circumstances. Gensler will conduct up to two reviews of Submittals as a Basic Service.

Changes. A reasonable amount of changes in the Work are typically anticipated and the Project Budget will include adequate contingencies for such changes. Gensler may recommend minor changes in the Work to the Client. The Client will authorize minor changes in the Work. Gensler will assist Client in reviewing properly documented Change Order proposals submitted by CMAR and in issuing Change Order Directives requested by Client. In any event, Client will notify Gensler promptly of any Client-approved changes in the Work that deviate from the Construction Documents prepared by Gensler.

Substantial Completion. Upon receipt of CMAR's written representation that the Work is substantially complete, along with CMAR's punch list of items to be completed or corrected, Gensler will conduct one field review to observe whether the Work is substantially complete. When Gensler determines that the Work is substantially complete, Gensler will issue the Certificate of Substantial Completion.

Final Completion and Project Close-Out. As agreed to upon CMAR's issuance of punch list, and no later than sixty (60) days following Substantial Completion, and upon CMAR's and Client's request, Gensler will conduct one field review to observe CMAR's completed

## ADDITIONAL SERVICES

Gensler can provide services beyond those listed by the Client. Additional Services include:

- a) Documentation of existing conditions
- b) Photo-realistic 3D modeling
- c) Furniture procurement;
- d) Furniture Inventory;
- e) Tours of furniture showrooms
- f) Custom furniture design;
- g) Mock-up coordination of materials
- h) Digital Experience Design
- i) Space utilization survey;
- j) Move coordination services
- k) Art and/or accessory selection
- l) Out-of-sequence services
- m) Scope related to Swing Space
- n) Signage beyond code requirements
- o) Client-requested revisions
- p) Any modification of building systems
- q) Preparing documentation
- r) Increase in duration of services
- s) Professional services management
- t) Demobilization and removal of site
- u) Energy Star calculator review
- v) Responsible parties, but not limited to
- w) Sustainable building and design
- x) Change management;
- y) Communication and Education
- z) Return on Investment Analysis
- aa) Building Information Modeling
- ab) Modeling and Future Energy Use
- ac) Post occupancy, measurement and analysis
- ad) of results to other organizations
- bb) Coordination of incentives
- cc) LEED certification.

## ASSUMPTIONS

- a) Client intends to distribute information to consultants;
- b) Final decision making and approval is by Client
- c) Basis of Design drawings: +Design Guidelines;
- d) Gensler will utilize Autodesk software
- e) Project will follow Standard Specifications

# PHASE 1

## SEVENTH FLOOR

- BUREAU OF TECHNOLOGY  
16,566 USF
- BOT NCC - NETWORK COMMAND CENTER  
2,959 USF
- BOA DEMRS: DEPT. OF EMER. MGMT & REGIONAL SECURITY  
280 USF
- FACILITIES MANAGEMENT  
430 USF
- CLERK OF THE CIRCUIT COURT  
2,965 USF
- SHARED SPACES  
528 USF
- VACANT  
562 USF

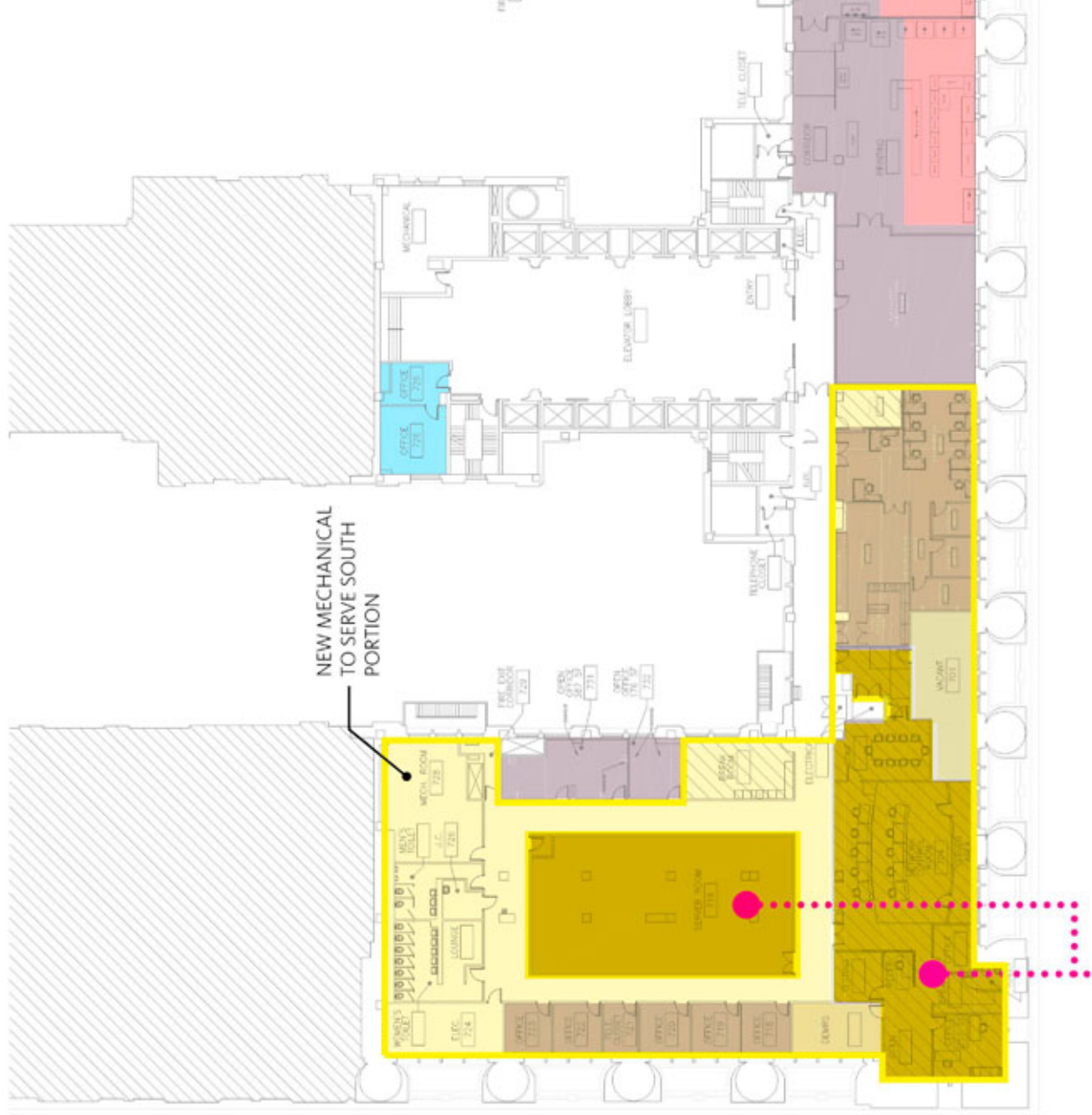


# PHASE 2

## SEVENTH FLOOR

- BUREAU OF TECHNOLOGY  
16,566 USF
- BOT NCC - NETWORK COMMAND CENTER  
2,959 USF
- BOA DEMRS: DEPT. OF EMER. MGMT & REGIONAL SECURITY  
280 USF
- FACILITIES MANAGEMENT  
430 USF
- CLERK OF THE CIRCUIT COURT  
2,965 USF
- SHARED SPACES  
528 USF
- VACANT  
562 USF

\*Not in Contract (Additional Service)

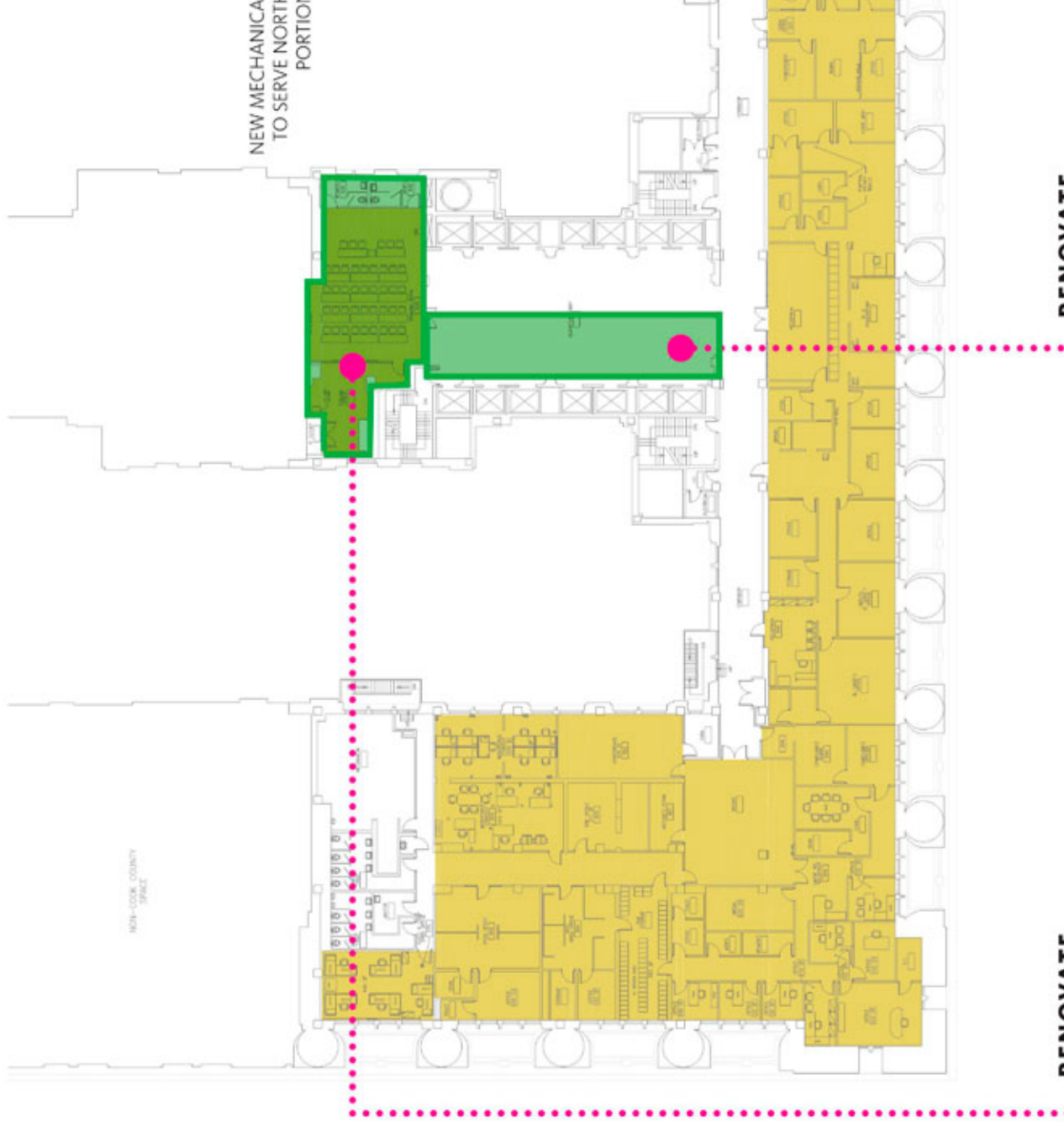




# PHASE 3

## EIGHTH FLOOR

-  HUMAN RESOURCES  
17,733 USF
-  BUREAU OF ADMINISTRATION  
6,311 USF
-  BOA - RESEARCH, OPERATIONS  
& INNOVATION  
1,886 USF



# PHASE 4

## SEVENTH FLOOR

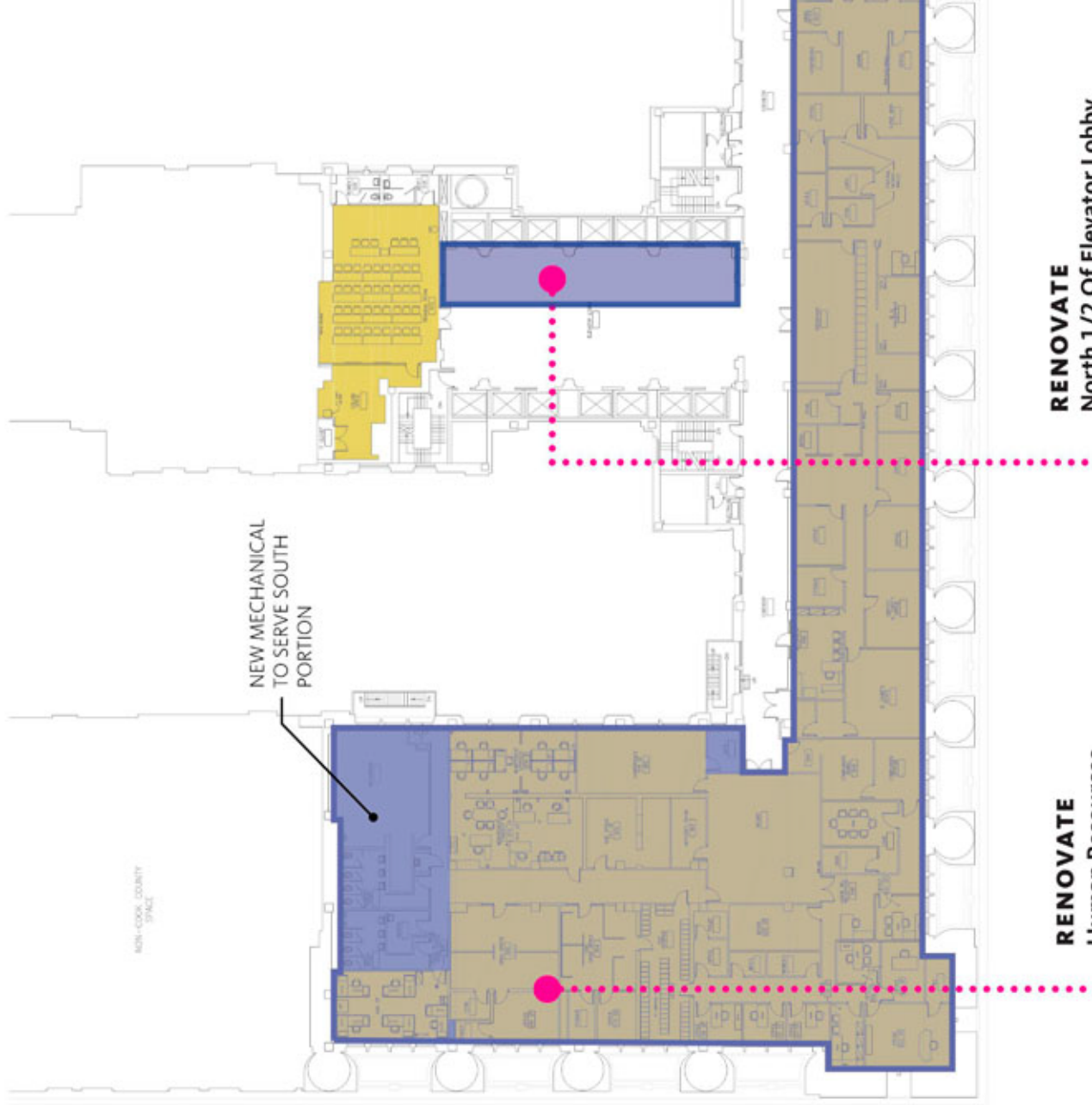
- BUREAU OF TECHNOLOGY  
16,566 USF
- BOT NCC - NETWORK COMMAND CENTER  
2,959 USF
- BOA DEMRS: DEPT. OF EMER. MGMT & REGIONAL SECURITY  
280 USF
- FACILITIES MANAGEMENT  
430 USF
- CLERK OF THE CIRCUIT COURT  
2,985 USF
- SHARED SPACES  
528 USF
- VACANT  
562 USF



# PHASE 4

## EIGHTH FLOOR

-  HUMAN RESOURCES  
17,733 USF
-  BUREAU OF ADMINISTRATION  
6,311 USF
-  BOA - RESEARCH, OPERATIONS  
& INNOVATION  
1,886 USF



# PHASE 5

## SEVENTH FLOOR

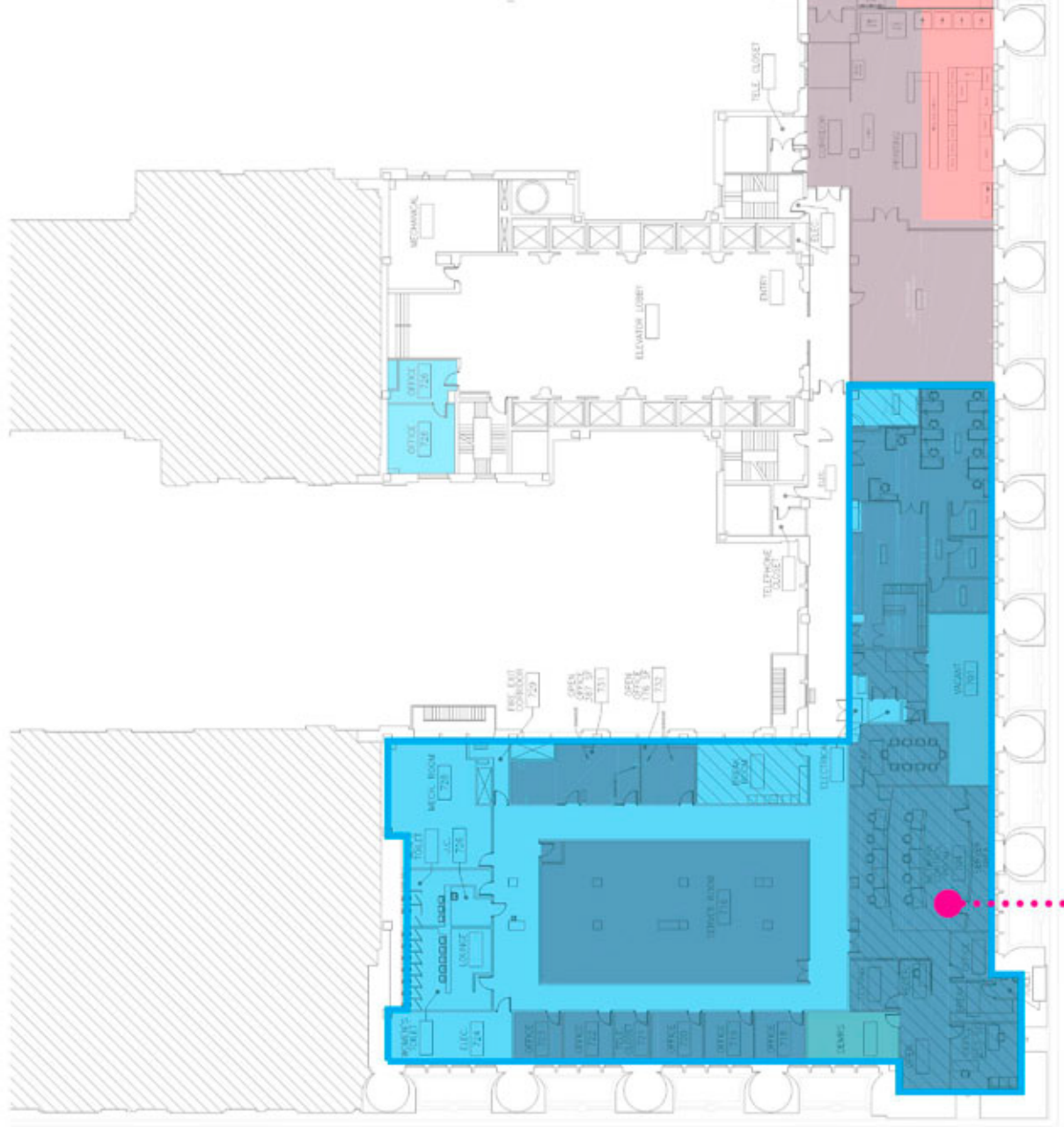
- BUREAU OF TECHNOLOGY  
16,566 USF
- BOT NCC - NETWORK COMMAND CENTER  
2,959 USF
- BOA DEMRS: DEPT. OF EMER. MGMT & REGIONAL SECURITY  
280 USF
- FACILITIES MANAGEMENT  
430 USF
- CLERK OF THE CIRCUIT COURT  
2,965 USF
- SHARED SPACES  
528 USF
- VACANT  
562 USF



# PHASE 6

## SEVENTH FLOOR

- BUREAU OF TECHNOLOGY  
16,566 USF
- BOT NCC - NETWORK COMMAND CENTER  
2,959 USF
- BOA DEMRS: DEPT. OF EMER. MGMT & REGIONAL SECURITY  
280 USF
- FACILITIES MANAGEMENT  
430 USF
- CLERK OF THE CIRCUIT COURT  
2,985 USF
- SHARED SPACES  
528 USF
- VACANT  
562 USF



**Exhibit 3**  
**Key Personnel**

# Our design team is curious.

Your dedicated core team has a global perspective with localized delivery.

Our proposed team has worked with some of the most prestigious clients resolving complex challenges across the globe, while maintaining local market connections. We have a “one team” mentality while drawing from a vast network of potential and proven results that the design field has to offer. We are thought-leaders, creative, innovative and service driven with the perspective of Client First.

Our design team collaborates to unlock value and potential opportunities, to solve the most pressing challenges. As designers we must rethink and reinvent how people experience every aspect of their lives and the places and spaces in which they work. Our designs and solutions support your business.

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## Gensler Leadership

### Management

Helen Hopton

Principal-in-Charge

Lin

Pro

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## Gensler

### Supporting

### Team

### Members

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## Consultants



# Core Team Responsibilities

## **HELEN HOPTON PRINCIPAL-IN-CHARGE**

Helen, as Principal-in-Charge, is a success in achieving Cook County engagement. Internal to Gensler, appropriate support and resource project on behalf of Cook County will be consistent from start to finish all voices are heard and we have throughout the project phases.

## **LINDA MYSLIWIEC PROJECT MANAGER**

Linda will be the day-to-day contact Manager. She will oversee the day resources and deliverables. Linda County and their consultant team thorough nature will be an asset to meeting the established goals, vision County.

## **MICHAEL PARLETT TECHNICAL DIRECTOR**

Michael is responsible for technical project. He will ensure the project oversee the coordination of sub-contracting permitting process and be responsible document production and overall the project.

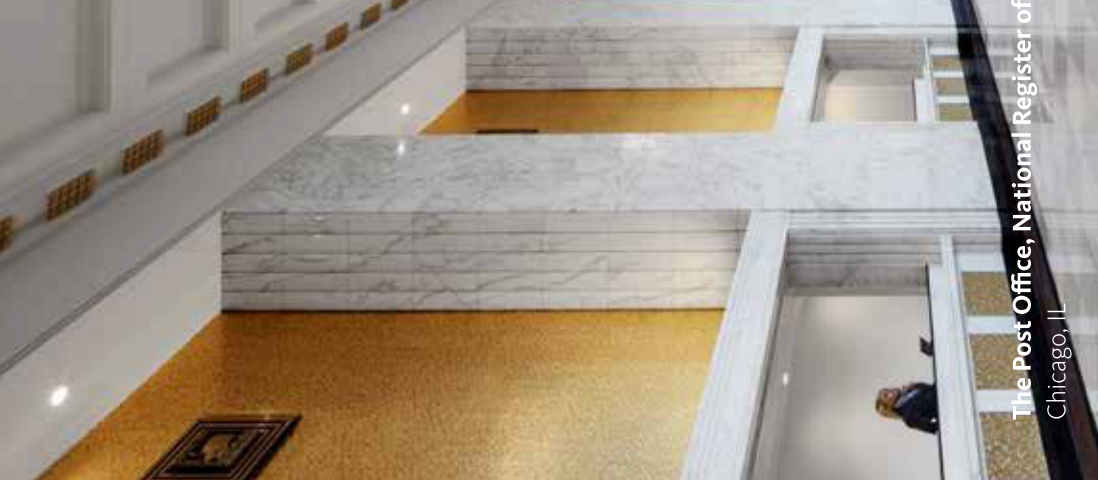
# Historic Preservation

At Gensler, we are committed to working with our clients to achieve their needs through the preservation and adaptive reuse of historic districts, buildings, sites, and landmarks. We understand the value of historically significant architecture and the role that it plays in creating a meaningful visual and cultural identity within a community.

Historic preservation provides an opportunity to provide building diversity, communicate a sense of place, and enrich our communities. To perform thoughtful and well-executed preservation services requires considerable foresight, imagination, flexibility, technical expertise, and—above all—understanding of cost implications, code requirements, and approval processes. Our approach to preservation is a systematic team effort involving the building owner, end users, architects, and interior designers in conjunction with the appropriate consultant team for the project.

Whether adapting an existing structure for a new program, recapturing the value of a neglected property, or restoring the original design integrity of a historic building, historic preservation requires

At the outset of a project, we begin with analysis of the site and its immediate environment, research of the existing historic resources, as well as additional planning and urban design drivers. By looking at both the immediate and external factors surrounding the project, we take a comprehensive overview of influential elements of the project. When resolving the building needs, we understand the distinctions between repair, restoration, renovation, and adaptive reuse, and when each is called for. Additionally, our team is wellversed in understanding and realizing the appropriate application of the Secretary of Interior's Standards for the Treatment of Historic Properties to aid in the consideration for financial incentives. Our experience presenting before reviewing agencies at the national, state, and



# Team Experience

Below is a detailed matrix of projects this proposed team has worked on together.

	Devin, Dorothy	Dumich, Christine	Hopton, Helen	Mysliwiec, Linda	Parlett, Michael
333 N Green, Chicago, IL	X	X			
Accenture Chicago HQ, Chicago, IL				X	X
Angelo Gordon, Chicago, IL	X				X
Anthem, Nashville, TN	X				X
Attorneys' Liability Assurance Society, Chicago, IL	X			X	X
Baird, Chicago, IL	X	X			X
Baird, Global Headquarters, Milwaukee, WI	X	X			X
Baird, New York, NY	X	X			
Baird, Nashville, TN	X	X			X
Beam Suntory, Chicago, IL	X	X	X		
BP Naperville, IL		X			X
Cappemini, Nashville, TN	X				X
Cisco, Chicago, IL			X	X	X
Confidential Financial Service Client, New Albany, NM	X	X		X	
Confidential Financial Service Client, Houston, TX	X	X			
Confidential Financial Service Client, Lake Park, UT	X	X			
Confidential Financial Service Client, Phoenix, AZ	X	X			
Confidential Financial Service Client, Riverwoods, IL	X	X			
Confidential Federal Client, 16th Floor, Chicago, IL	X	X		X	X
Confidential Federal Client, Workplace Standards, Chicago, IL	X	X			X
Confidential Consumer Goods Company, Cincinnati, OH	X	X	X		
Confidential Trading Firm - NYC		X			X
Discover Chatham Customer Care Center	X	X		X	X
MI Homes/Georgetown, OH			X	X	X
Edelman, Atlanta, GA	X				X
ESD, Chicago, IL	X	X			
Gilbane, Chicago, IL				X	X





## Helen Hopton

Principal

### Principal-in-Charge

Helen is a Principal in the Workplace Sector and is recognized and known for forging deep partnerships with her clients.

Over her thirty year career, she has been part of numerous and diverse high profile and complex projects of various scale and practices: Professional Services, Financial Services, Technology and Consumer Goods, Retail/Showroom, Experience Centers. She is adept at leading teams to ensure there is detailed integration of all stakeholders to create successful outcomes for her clients. In her role as Account Leader for various clients, she ensures that her teams are supported with the proper resources within the firm to deliver successfully and she ensures that our

### LEED AP, NCIDQ

### 34 Years of Experience

#### Background

Bachelor of Arts in Interior Architecture, Rhode Island School of Design, Providence, RI  
 Bachelor of Fine Arts, Rhode Island School of Design, Providence, RI  
 Bachelor of Arts in Studio Art, Hollins College, Roanoke, VA

Select Project Experience	Size (sq ft)
Confidential Consumer Goods Client, Cincinnati, OH	22,600
84.51 Corporate Headquarters, Cincinnati, OH	300,000
Beecken Petty O'Keefe & Company, Chicago, IL	15,000
Caterpillar Headquarters Feasibility Study, Peoria, IL	600,000
Confidential Consumer Goods Company	
World Headquarters, Springdale, AR	1,000,000
Master Plan Concept, Springdale, AR	1,000,000
Essendant Headquarters, Deerfield, IL	194,000
Harris Trust and Savings Bank, Chicago, IL*	92,000
HERE Technologies	
Berkeley, CA	18,000
Chicago, IL	277,000
Johnson & Johnson Global Strategy, Various Locations	N/A
Katten Muchin Rosenman LLP, Chicago, IL	150,000
Kirkland & Ellis	
Utilization Study, New York, NY	
Seamless Technology Integration Playbook	N/A
Conference Center Utilization Study, New York	N/A
New York Re-Imagine Study	65,000
San Francisco Re-Imagine Study	30,000
Chicago Workplace Strategy and Real Estate Decision	
Miami, FL	99,420
Expansion, Century City, CA	60,000
Conference Center, New York	30,000
Wiss, Janney, Elstner Associates, Inc., Chicago, IL	
Cisco, Chicago, IL	130,000



## Agnieszka Chapman

### DESIGN MANAGER

With her detail-oriented approach to project delivery and diligent follow through, Agnieszka maintains good client relationships and references which frequently lead to additional work and new projects.

With pride of a track record of successful and award winning projects and a repeat client base, Agnieszka is passionate about her work and enjoys managing complex relationships. Her education and professional background is in interior design and her career has been dedicated to workplace interiors. Throughout the years, Agnieszka has worked on a large variety of projects, with a portfolio covering jobs from 2,000 to over 100,000 square feet.

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**NCIDQ, LEED AP, IIDA**

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**27 Years of Experience**

Joined Gensler in 2022

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**Background**

Bachelor of Interior Architecture, SAIC

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**Workplace Experience**

	<b>Size (sq ft)</b>
Bain Capital, Chicago, IL	3,500
Beam Suntory, Dallas, TX*	3,500
BP, South Wacker Modernization, Chicago, IL	
Commercial Club of Chicago, PM Services, Chicago, IL	
Confidential Financial Services Client, Chicago, IL	11,760
Confidential Trading Firm	
Floor 6 Expansion, Chicago, IL	23,000
New York, NY	25,000
Expansion, London, UK	4,000
Cornerstone Research, Chicago, IL*	17,000
Federal Reserve Bank, Various Locations*	
Freudenberg North America, Workplace Strategy, Plymouth, MI	
Gen Re, Expansion, Chicago, IL	18,367
Goldberg Kohn, Chicago, IL*	70,000
Hines	
333 West Wacker Drive, Chicago, IL*	5,000
Aetna Interior Stair Removal, Chicago, IL	
McGraw Hill, Interior Stair Removal, Chicago, IL	
Kirk Gibson Fndn, Ctr for Parkinson's Wellness, Farmington Hills, MI	41,000
Kobayashi Healthcare, Renovation, Niles, IL	9,000
Mansueto, Chicago, IL*	3,200
Morningstar, Inc., Chicago, IL*	20,000
Navistar, HQ Workplace Transformation Strategy, Lisle, IL	
NEC Display Solutions of America, Downers Grove, IL*	47,000
NFP Insurance, Chicago, IL*	37,000
Online Computer Library Center, Dublin, OH*	55,000

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<b>Workplace Experience</b>	<b>Size (sq ft)</b>
Options Clearing Corporation*	
Chicago, IL*	
Dallas, TX*	
Procter & Gamble, Cincinnati, OH	
Executive Suite	22,604
GFO Airport Lounge and Workplace Renovation	12,000
Sidley Austin, On Call services, Chicago, IL	
Squire Patton Boggs*	
Phoenix, AZ*	18,000
Cleveland, OH*	70,000
Talen Energy, The Woodlands, TX	5,621
TD Auto Finance Group, Southfield, MI	37,000
The Vistria Group*	
Dallas, TX*	3,500
Chicago, IL*	14,000
Waud Capital, Chicago, IL*	13,000
Wind Point Partners Chicago, IL*	11,000
W.W. Grainger, Inc. *	
Lake Forest, IL *	160,000
Jacksonville, FL*	30,000
San Antonio, TX*	43,000
Zoro Tools, Buffalo Grove, IL*	70,000

\*Experience Prior to Gensler



## Sarah Adams

Associate

### DESIGN DIRECTOR

Sarah has extensive experience working with clients to transform their vision using her conceptual design background.

Sarah has lead the design of projects of varying scales and scope, from large build to suit corporate headquarters with robust workplace strategies to budget driven interior renovations. Sarah's focus is on workplace interiors but project work includes building repositioning, higher education, residential, and branded environments. Her strong foundation in fine arts has allowed her creativity to extend into the development of 2D and 3D branding elements for several high profile clients.

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#### LEED, NCIDQ

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#### 20 Years of Experience

Joined Gensler in 2018

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#### Background

Bachelors of Fine Arts, University of Illinois, Urbana Champaign, IL  
Masters of Arts in Interior Design, New England School of Art & Design, Boston, MA

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#### Office Buildings

#### Size (sq ft)

Corporate Campus Headquarters Roche Diagnostics - North America	
NOBBI Corporate Office, Indianapolis, IN*	200,000
FOBI Forum Amenities Building, Indianapolis, IN*	100,000
Harp Group & Ryan Companies, Rosemont Center, Rosemont, IL*	119,000

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#### Health + Wellness

#### Size (sq ft)

Mercola Wellness Center, Hoffman Estates, IL*	50,000
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#### Hospitality

#### Size (sq ft)

Aspen Dental, Office & Conference Center, Chicago, IL*	32,000
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#### Education, Civic, + Culture

#### Size (sq ft)

Aga Khan University, Administration Building, Pakistan*	250,000
BGSU, Mauer College of Business, Bowling Green, OH*	75,000
WKU Helm Library Commons Renovation, Bowling Green, KY	180,000

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#### Non-Profit

#### Size (sq ft)

YWCA Headquarters, Chicago, IL	9,000
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#### Showroom

#### Size (sq ft)

Steelcase Showroom, Chicago, IL	15,000
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#### Building Transformation + Adaptive Reuse

#### Size (sq ft)

Harborside New Jersey, NJ	150,000
11 E Madison, Lobby, Chicago, IL	1,000
Prudential, Lobby, Chicago, IL	
Sterling Bay, 311 W Monroe, Chicago, IL*	382,500

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# Gensler

Workplace	Size (sq ft)		
ALDI		Matter, Chicago, IL	12,000
Loxley, AL	50,000	Mesirow Financial, Chicago, IL	110,000
Batavia, IL	200,000	Millennium Trust Company, Oak Brook, IL	25,000
South Windsor, CT	20,000	HSBC North American HQ*	
Accenture, Chicago, IL	264,374	452 5th Ave., New York City, NY	545,000
American Institutes for Research, Chicago, IL*	25,000	1 West 39th St. New York, NY	
Avant HQ, Chicago, IL	65,000	Global Banking Floors	
CA Venture Headquarters, Chicago, IL	70,000	Optiver Trading, Chicago, IL*	75,000
Calares		Red Frog Expansion, Chicago, IL*	
Headquarters, Clayton, MO	140,000	Retail Properties of America, Oak Brook, IL*	45,000
New York, NY	24,000	Reverb HQ at The Salt Shed, Chicago, IL	25,000
Cannon Design Office, Chicago, IL*	60,000	Rewards Network, Chicago, IL*	42,000
Central Coast Ad Agency, Civic Opera Building, Chicago, IL*	3,500	Riverspan/Grafton Partners, Chicago, IL	10,000
Confidential Consumer Goods Company, Chicago, IL	38,000	Sargent & Lundy, Headquarters, Chicago, IL	40,000
Confidential Consumer Goods Company, Chicago, IL	42,000	Skender, Headquarters, Chicago, IL*	32,000
Confidential Financial Services Firm		Sterling Bay, Headquarters, Chicago, IL*	25,000
Columbus, OH	56,000	TPO, Chicago, IL	28,000
Cincinnati, OH	16,000	Vequity, Chicago, IL	5,000
Cleveland, OH	4,000		
Fort Collins, CO	6,400	* Experience Prior to Gensler	
Toledo, OH			
Troy, MI	110,000		
Wayzata, MN	24,000		
Lehi, UT	7,000		
Clorox, Office Renovation, Kennesaw, GA*	50,000		
Discovery Green Office, Burnaby, British Columbia, CA*	160,000		
Flexera Software Headquarters, Itasca, IL*	30,000		
Foley & Lardner, Chicago, IL	110,000		
Fusion 92, Chicago, IL*			
Ginsberg Jacobs, LLC	10,200		
Henricksen Office, Chicago, IL	9,000		
HSBC Harbourview Building, Hamilton Bermuda*			
HSBC Software House, Vancouver, British Columbia, CA	146,000		
Jones Day, Chicago, IL	119,500		
JSSI, Workplace Interiors & Branding, Chicago, IL	25,000		
Lendlease, Chicago, IL*	33,000		
Lockton Insurance, Chicago, IL*	60,000		
MacArthur Foundation, Coworking, Event Space, Chicago, IL	22,000		

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**Dorothy Devin**  
Associate

**Technical Designer**

Dorothy is an accumulated knowledge—combining research, and design in places to work.

A licensed architect in Illinois, she ex the design aims and programmatic r project into a built environment. Do to detail and organizational skills bri of precision to projects. Her enthusi through challenges leads to solution satisfactory, but extraordinary.

Dorothy excels while working on int teams. She is constantly learning ne thinking and approaching design fro



## Michael Parlett

Associate

### Technical Director

Michael's areas of experience include large scale energy efficiency studies and renovation projects, studies in green technology integration, workplace interiors, financial sector ground-up, and retail interiors.

Michael is a natural communicator and streamlines complicated technical aspects on projects so our clients, design teams and contractors understand what needs to be done. He assures our design intent is clearly articulated in our documents and focused on coordination of all parties involved.

His experience includes multiple scales of very complex projects where he integrated green technologies and sustainability practices. He builds



## Brett Taylor

Principal

### Government Workplace Advisor

Brett Charles Taylor is with Gensler Chicago. an expert in large, complex development projects.

Brett Charles Taylor, AIA is a Principal He leads the design efforts of numerous multi-disciplinary projects for some of the largest development firms. His recent focus is the development of creative, professional science office buildings. He has served within the Federal/Civic sector companies including the Dirksen Courthouse renovation, the HQ, Geneva renovation, and secure Federal Bureau of Investigation. He has over 10 years working in the MENA region on projects and developments in countries including United Arab Emirates, Saudi Arabia, and Qatar.

### AIA, LEED® AP

### 15 Years of Experience

### Background

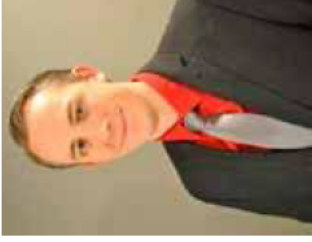
Master of Architecture, University of Michigan Ann Arbor  
 Bachelor of Science, Architecture, University of Michigan Ann Arbor  
 Registered Architect, Illinois

### Select Project Experience

### Size (sq ft)

Cisco, Chicago, IL	130,000
Mesirow Financial, Restack & Renovation, Chicago, IL	137,000
Grant Thornton New York, NY	
San Francisco, CA	
Oak Brook Terrace, IL	
Capgemini Consolidation, New York, NY Irving, TX	43,000
Rosemont, IL	24,000
Chicago Delivery Suites	16,000
Chicago Labs	14,000
News America Marketing, Pittsburgh, PA	6,000
The Gallup Organization, Chicago, IL	17,000
LKQ Corporation, Chicago, IL	80,000
OMD, Chicago, IL	
PHD, Chicago, IL	
Slalom, Chicago, IL	11,650
Stinson Leonard Street, Kansas City, MO	96,000
McGraw-Hill-Chicago Programming, Chicago, IL	19,000
ADP, Elk Grove Village, IL	122,000
Micron, Boise, ID	110,000
Sidley Austin, Law Office Renovation, Chicago, IL	574,000
Alliant Credit Union, HQ Relocation, Rolling Meadows, IL	200,000
Morgan Stanley Wealth Management, Chicago, IL	130,000
Robert W. Baird, Milwaukee, WI	325,000
Deutsche Bank, Chicago, IL	55,000
PSP Capital Partners, Chicago, IL	40,000

**Brandon Griffin, PE**  
**SENIOR ASSOCIATE**  
 IT Infrastructure



**BIOGRAPHY**

Mr. Griffin joined the SM&W team in 2022, bringing over 12 years of experience in the energy and government industries. His background has focused on security systems design and implementation and the IT infrastructure to support highly complex, mission-critical systems for federal, state, and local governments as well as Fortune 500 companies across the US. He brings extensive experience as a dedicated professional engineer and project manager across numerous industries.

**EDUCATION**

University of Illinois, Urbana-Champaign, Bachelor of Science—Mechanical Engineering

**PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS**

Member, Building Industry Consulting Service International (BICSI)  
 Licensed Professional Engineer, IL  
 Department of Homeland Security – CVI Certified  
 Nuclear Regulatory Commission- SGI  
 North American Energy Reliability Committee – NERC CIP

**EMPLOYMENT HISTORY**

<1 Year Shen Milsom & Wilke  
 15 Years of Total Experience

**PROJECT EXPERIENCE**

- ABC Supply Company, New Learning Center Building, Beloit, WI
- Amtrak Fullerton Transportation Center, Fullerton, CA\*
- Amtrak Louise M. Slaughter Station, Rochester, CA\*
- Amtrak Sacramento Valley Station, Sacramento, CA\*
- City of Madison, New Wisconsin Historical Society, Madison, WI
- Cook County 118 N Clark Renovation, Chicago, IL
- Cook County ADA Accessibility Renovations, Chicago, IL
- Department of Juvenile Justice, Lincoln Developmental Center Juvenile Facilities Remodel, Lincoln, IL
- General Services Administration, 536 S. Clark St. Renovation, Chicago, IL
- Illinois State Toll Highway Authority Traffic Operations Center, Downers Grove, IL\*
- John C. Kluczynski Federal Building, Ramp Vehicle Barrier Replacement, Chicago, IL
- Kirkland & Ellis, New Salesforce Office Tower, Chicago, IL
- Lockport Township Administration Building, Lockport, IL\*
- Los Alamos National Lab, Los Alamos, NM\*
- Memphis Light, Gas & Water Hansen Administration Building, Memphis, TN\*
- Memphis Light, Gas & Water Netters Business Center, Memphis, TN\*
- Pacific Gas & Electric General Office Building, San Francisco, CA\*
- Pacific Gas & Electric Grid Control Center, Rocklin, CA\*
- Pacific Gas & Electric Grid Control Center, Vacaville, CA\*
- Southern California Edison Grid Security Operations Center, Irvine, CA\*
- State of Illinois, Rilandric Building Renovation

**James Hong, Ph.D.**  
**ASSOCIATE**  
 Acoustics

**BIOGRAPHY**

As a trained musician, James Hong has witnessed audience reactions to vocal performances, the impact and the massive impact of live music, and the experiences. He is now applying his knowledge of acoustics design and testing to HVAC system noise and performance in a wide array of outdoor performance venues, corporate spaces, museums, and theaters. During his Ph.D. study, he performed diagnostic testing to identify problems and determine the cause of resonance of swimming pool buildings in the building. The testing, James identified a solution on time and with minimal disruption.

James often advises design teams on meeting acoustical benchmarks or FGI Guideline standards for optimal room acoustics. He has worked on the first project in Philadelphia. In all projects, he provides solutions that best serve the clients and occupants.

**EDUCATION**

- University of Nebraska at Omaha, Mechanical Engineering (Focus on Acoustics)
- Yonsei University (South Korea), Mechanical Engineering

**CERTIFICATIONS**

- LEED AP (Jul 2017 – Present)
- WELL AP (Apr 2017 – Present)
- CTS (Feb 2020 - Feb 2021)



**Justin Boberg, CPP**  
**PRINCIPAL, GLOBAL SECURITY LEADER**  
 Security



**BIOGRAPHY**

Justin Boberg is SM&W's Global Security Discipline Leader and Chicago Office Director, overseeing SM&W's worldwide security group as well as a multi-discipline team in Chicago consisting of acoustical, audiovisual, IT, security, and medical equipment design consultants. Over two decades of security experience, Justin has managed projects involving master planning, threat assessment, risk analysis, systems planning and design, and implementation for a variety of project types, large & small. His people-first approach allows him to assess and evaluate physical security from an objective standpoint and tailor integrated, effective security solutions to the needs of each client. Justin's proven track record in the identification and development of mitigation techniques has been honed by his holistic methodology of providing balanced solutions through architectural and operational recommendations to augment electronic measures in security program development and deployment.

**EDUCATION**

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

**CERTIFICATIONS**

Certified Protection Professional (CPP)

**PROFESSIONAL AFFILIATIONS**

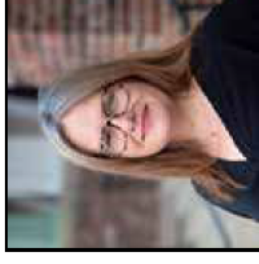
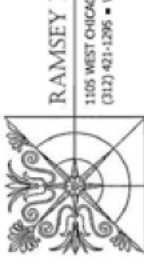
Member, American Society for Industrial Security (ASIS International)  
 Member, International CPTED Association  
 Member, International Association of Professional Security Consultants (IAPSC)

**EMPLOYMENT HISTORY**

18 Years with Shen Milsom & Wilke

**PROJECT EXPERIENCE**

- 985 Michigan Avenue, GSA, Detroit, MI
- Ann Arbor Municipal Center
- Center for Disease Control Cincinnati Lab, Cincinnati, OH
- Waukesha City Hall, Waukesha, WI
- Chicago Park District Park 596, Chicago, IL
- Cook County HSEM – EOC, Chicago, IL
- Denver Justice Center, Denver Co
- Department of State, ARC Renovation, Washington D. C.
- Department of State, IRM Second Data Center, Washington D.C.
- Department of State, New Office Building, Washington D.C.
- Department of State, New Sa26-Network Monitoring Center, Beltsville, MD
- Illinois Department of Corrections, Joliet, IL
- Ministry of Interior National Police, Kabul, Afghanistan
- Modesto Courthouse, Modesto, CA
- New Susanville Courthouse, Lassen County
- NOAA PRC Main Facility, Pearl Harbor, HI
- P.V. McNamara Federal Building, Detroit, MI
- Southwest Central Dispatch 911 Facility, Palos Heights, IL
- State of IL - Bilandic Building Renovation, Chicago, IL
- Swiss General Consulate, Chicago Residence Renovation, Chicago, IL
- United States Army, New Army Museum, Fort Belvoir, VA
- United States Outpost, Fort Belvoir, VA
- Will County Judicial Complex Renovation, Joliet, IL





RAMSEY HISTORIC CONSULTANTS, INC.

1105 WEST CHICAGO AVENUE, SUITE 201 • CHICAGO, IL 60642  
(312) 421-1295 • WWW.RAMSEYHCINC.COM

**FOR MORE INFORMATION, CONTACT:**  
Ramsey Historic Consultants, Inc.  
info@ramseyhcinc.com  
www.ramseyhcinc.com



**John Cramer**  
RHC Director

John Cramer prepares and oversees federal and state historic tax credit applications, National Register nominations, landmark designation reports, and Section 106 reviews for building projects nationwide. John has over 15 years of experience in the architecture and preservation fields working closely and effectively with building owners, developers, architects, contractors and regulators on a variety of for-profit and non-profit preservation projects. Before joining RHC in 2023, John worked as a project manager for preservation architecture firms and advocacy organizations and as an independent design and preservation consultant. From 2013 to 2022, John was with MacRostie Historic Advisors LLC where he was named Midwest Office Director in 2020 and Partner in 2021.

John has consulted on a variety of historic tax credit projects and historic design reviews, bringing his unique experience as an architectural designer to complete creative and successful rehabilitation and adaptive reuse incentive applications. John also regularly gives public tours at historic sites and talks on architecture and architectural history, and has been a featured speaker at regional workshops and conferences.

John is a LEED (Leadership in Energy and Environmental Design) Accredited Professional and is a member of the National Trust for Historic Preservation, the American Institute of Architects, Landmarks Illinois, and the Society of Architectural Historians. In 2018, the National Trust for Historic Preservation named John as one of their inaugural "40 Under 40: People Saving Places" honoring professionals across the country making a significant impact in historic preservation and related fields.

John holds Bachelor and Master of Architecture degrees from Tulane University in New Orleans, Louisiana, and a Master of Science in Historic Preservation from the School of the Art Institute of Chicago. John meets the Secretary of the Interior's Professional Qualifications Standards per 36 CFR Part 61 for Architectural History, Architecture, and Historic Architecture.

Structural  
Engineer

**Farha**  
Principle

**Educational**  
M. S. in  
B. S. in

**Employment**  
Rubino  
Skidmore  
Sargent  
Colorado

**Experience**  
Mr. Rez  
Manager  
entire ov  
compati  
responsi  
reviewin

**Related**  
COOK C  
RENOVA  
St. Proje

**COOK**  
SYSTEM  
Principal

**FOREST**  
COUNT  
COURS

**HOUSING**  
SCATTER  
Manager

**MASTE**  
HOSPIT  
Charge.

**NEW C**  
GARAG

**THE UN**  
SCHOOL  
CENTE



Structural Engineering / Civil Engineering + Construction Management



**Nihar Shah, S.E., P.E.**  
Project Manager

**RME**

**Education**

M.S. in Civil and Materials Engineering, University of Illinois at Chicago, 2013  
B. S. in Civil and Environmental Engineering, University of Illinois at Urbana-Champaign, 2010

**Employment History**

Rubinos & Mesia Engineers, Inc. (RME), Engineer, 1/2010 to Present  
CITES Identity Management Group, Student Employee, 2008 – 2010  
Gilbane Building Company, Construction Intern, summer 2010  
Rubinos & Mesia Engineers, Inc. (RME), Civil Engineer Intern, Summer 2009

**Experience**

Mr. Shah has over 12 years of experience. He is dependable and versatile, combines technical knowledge and expertise with good communication skills and a kind, pleasant manner. Mr. Shah has demonstrated to be hard working and loyal with strong spirit of cooperation and dedication to performing with quality and in a timely and effective way. Mr. Shah is also considered a self-starter and team player willing to take on extra responsibilities.

**Related Projects**

COOK COUNTY BUILDING AT 118 N. CLARK ST., RENOVATION. FLOORS 1<sup>st</sup>, 2<sup>nd</sup> & 5<sup>th</sup>. Project Manager.

UIUC - STRUCTURAL ENGINEER RETAINER. Project Manager.

UIUC - CERL MAIN BUILDING ADDITION. Engineer.

UIUC - NCSA NATIONAL PETASCALE COMPUTING FACILITY. Engineer.

UIUC - ILLINI UNION - FEASIBILITY STUDY. Engineer.

UIUC - IKENBERRY COMMONS BOUSFIELD RESIDENCE HALL. Engineer.

UIUC - IKENBERRY COMMONS WASSAJA RESIDENCE HALL No. 3 WITH TAFT & VAN DOREN DEMOLITION. Engineer.

UIUC - ENGINEERING INNOVATION BUILDING. Senior Engineer.

UIUC - STRUCTURAL ENGINEER RETAINER. Project Manager.

THE UNIVERSITY OF CHICAGO - LABORATORY SCHOOL - EARL SHAPIRO HALL. Engineer.

THE UNIVERSITY OF CHICAGO - LABORATORY SCHOOL EXPANSION / RENOVATION - GORDON PARKS ARTS HALL. Engineer.

OAKTON COMMUNITY COLLEGE - STUDENT STREET RENOVATION AND WEST END RENOVATION. Senior Engineer.

TOWN HALL APARTMENTS/LGBTQ - FRIENDLY SENIOR AFFORDABLE HOUSING AT 3600 N HALSTED. Engineer.

ROGER C. SULLIVAN HIGH SCHOOL RENOVATIONS. Project Manager.

RICKOVER HIGH SCHOOL. Project Engineer.

PERSPECTIVES CHARTER SCHOOL. Senior Engineer.

PROSSER HIGH SCHOOL CAREER ACADEMY CTE WING RENOVATION. Project Engineer.

JOHN HANCOCK HIGH SCHOOL REPLACEMENT. Project Manager.

Structural Engineering

**Sean**  
Project

**RME**

**Education**  
M. S. in  
B. S. in

**Employment History**  
Rubinos  
Halvoro  
Campbe  
McDona  
Dietrich

**Experience**  
Mr. Kwo  
and Hig  
demonst

**Related**  
COOK C  
RENOV.  
Engineer

UIUC - EI  
Engineer

UIUC AD  
BUILDIN

UIUC IK  
No. 3. S

UIUC -  
Structur

EVERET  
SCHOO  
Structur

JOHN  
ANNEX.

CHRIST  
ANNEX.



**PERSONNEL QUALIFICATIONS**

**Christine M. Freisinger | Associate Principal**



**EXPERIENCE**

Since joining WJE, Christine Freisinger has been involved in the investigation, evaluation, and repair of various structures, including stadiums, chapels, high-rise buildings, and warehouses. Her projects have included documentation of the condition of existing structures, evaluation of structures under various design and proposed loading conditions, and development of repair drawings. Ms. Freisinger's structural investigations have involved steel, timber, concrete, and masonry structures. She has developed expertise in historic framing systems and modeling unique structures for review of strength and serviceability.

**REPRESENTATIVE PROJECTS**

- **Failure/Damage Investigations**
- Precast Parking Garage - Chicago, IL: Failure investigation of welded steel connections during construction
- Saint Michael's Parish - Orland Park, IL: Investigation of deteriorated glulam Tudor arches and repair design
- 125 South Clark Street - Chicago, IL: Investigation of clay tile arch damage and repair design
- Aquascape Roof Collapse - Saint Charles, IL: Investigation of built-up tapered steel girders supporting a green roof
- Sugar Warehouse - Cora, TX: Investigation of warehouse collapse associated with Hurricane Gustav
- Weyerhaeuser Warehouse Roof Collapse - Bowling Green, KY: Investigation of bottom-flange bracing of continuous steel girders
- Continental Refrigerated Services - University Park, IL: Investigation of storage rack failure
- 10 and 120 South Riverside Plaza - Chicago, IL: Investigation of deterioration of plenum over train tracks
- 509 North Union - Chicago, IL: Investigation and temporary shoring of floor framing

**EDUCATION**

- Illinois Institute of Technology
- Bachelor of Science, Architectural Engineering, 2002
- University of Minnesota
- Master of Science, Structural Engineering, 2004

**PRACTICE AREAS**

- Failure/Damage Investigations
- Stadiums and Arenas
- Repair and Rehabilitation
- Structural Analysis
- Historic Preservation

**REGISTRATIONS**

- Professional Engineer in IL
- Structural Engineer in IL

**PROFESSIONAL AFFILIATIONS**

- American Institute of Steel Construction
- Structural Engineers Association of Illinois, past president

**TECHNICAL COMMITTEES**

- AISC Task Committee 7 - Evaluation and Repair

**CONTACT**

cfreisinger@wje.com

**Repair and Rehabilitation**

- Prudential Plaza - Chicago, IL: Design of lateral system modifications to create three bay slab openings for monumental stair; design of three-story monumental bleacher stair for tenant build-out
- One North Dearborn - Chicago, IL: Design of two-story monumental stair with reinforcement of existing historic steel columns
- One North State - Chicago, IL: Design of monumental bleacher stair and modifications to existing rooftop deck
- Aon Center - Chicago, IL: Design of interior stairs and miscellaneous steel supports for tenant build-out for several adjacent floors
- CNA Center - Chicago, IL: Repair and coating of roof framing to support house rig
- Lakeview Presbyterian Church - Chicago, IL: Strengthening and repair of timber trusses
- Prudential Plaza - Chicago, IL: Investigation of roof framing for new roof deck; design of framing for installation of rooftop food truck and walk-in cooler

**Structural Analysis**

- Willis Tower Atmospheric Wave Wall - Chicago, IL: Analysis of custom steel brackets and panels
- Duke University - Durham, NC: Investigation of Gustavino vaulted ceiling system supported on stone ribs
- U.S. Air Force Academy Cadet Chapel - Colorado Springs, CO: Analysis of existing structural system for recladding repairs
- Lyric Opera of Chicago - IL: Analysis of exterior multistory temporary facade banners
- NBC Tower - Chicago, IL: Analysis of post-tensioned roof framing for house rig replacement
- Art Institute of Chicago, Ryerson Library - IL: Investigation of existing steel framing

**Historic Preservation**

- Second Presbyterian Church - Chicago, IL: Wood window restoration and steel frame

**EDUCATION**

- University of Illinois at Urbana-Champaign
- Bachelor of Science, Civil Engineering, 1999
- Master of Science, Structural Engineering, 2001

**PRACTICE AREAS**

- Bridge Engineering
- Failure/Damage Investigation
- Facade Access Equipment and Fall Protection
- Structural Engineering
- Structure Load Rating
- Concrete Structures
- Structural Metals
- Facade Assessment

**REGISTRATIONS**

- Professional Engineer in MI
- Structural Engineer in IL

**PROFESSIONAL AFFILIATIONS**

- American Society of Civil Engineers
- Architectural Engineering Institute
- Structural Engineering Institute
- Structural Engineers Association



**EDUCATION**

- Vanderbilt University
- Bachelor of Engineering, Civil Engineering, 2006
- University of Illinois at Urbana-Champaign
- Master of Science, Civil Engineering, 2007

**REGISTRATION**

- Professional Engineer in IL

**PRACTICE AREAS**

- Failure/Damage Investigations
- Repair and Rehabilitation Design
- Facade Assessment
- Facade Access
- Reinforced Concrete Structures
- Roofing and Waterproofing

**PROFESSIONAL AFFILIATIONS**

- American Concrete Institute (ACI)
- International Concrete Repair Institute (ICRI)
- Structural Engineers Association of Illinois (SEAOI)

**TECHNICAL COMMITTEES**

- ICRI 310 - Concrete Surface Preparation

**PERSONNEL QUALIFICATIONS**

**Stephen B. Schmitt, Jr. | Associate Principal**

**EXPERIENCE**

Stephen Schmitt, Jr. has been with WJE since 2007. Before joining WJE's Chicago office in 2016, he worked in WJE's Janney Technical Center and structural laboratory in Northbrook, Illinois. He has more than fifteen years of experience in the investigation, evaluation, and repair of a variety of concrete structures, including buildings, parking garages, industrial facilities, dams, and silos. Mr. Schmitt is also an expert in fall protection requirements for elevated work surfaces and the evaluation and analysis of facade access equipment. He currently serves on committees for SEAOI and ICRI Chicago to develop and coordinate local education programs.

**REPRESENTATIVE PROJECTS**

**Failure/Damage Investigations**

- Multiple Grain Terminals - Great Plains and Pacific Northwest: Causation investigation and report for steel hopper collapse and concrete distress of reinforced concrete silo structures
- Market-Frankford Line - Philadelphia, PA: Field investigation, repair design, and litigation support for elevated passenger train system concrete deck retrofit
- 10/120 S Riverside - Chicago, IL: Evaluation of deteriorated precast concrete planks over train tracks
- Crate & Barrel Partial Atrium Ceiling Collapse - Chicago, IL: Emergency investigation of ceiling collapse and replacement consulting
- Hurricanes Katrina and Ida - New Orleans, LA: Condition assessment of damaged building structures at theme park and oil tank terminal
- Addison North Wastewater Facility - Addison, IL: Condition assessment and foundation repairs of reinforced concrete settling tank

**Repair and Rehabilitation Design**

- The Clare - Chicago, IL: Design of concrete and waterproofing repairs for eight-level parking structure

- Folsom Dam Auxiliary Spillway Control Structure - Folsom, CA: Assessment, repair design, and construction observation for concrete repairs on dam structure
- Union Station Pedway - Chicago, IL: Assessment and repair and shoring design for deteriorated concrete columns
- Major Retail Chain - Multiple U.S. Locations: Assessment and repair design of bar joist roof structures

**Facade Assessment**

- The Clare - Chicago, IL: Design, bid, and construction period services for concrete facade repairs at fifty-three-story, continuum-of-care retirement community
- 180 N Jefferson - Chicago, IL: Design, bid, and construction period services for concrete facade repairs at twenty-eight-story apartment
- The Waterford - Chicago, IL: Investigation and construction observations for concrete balcony repairs at twenty-four-story condominium
- The Edison - Chicago, IL: Assessment and construction observations for masonry restoration project of eight-story early-1900s multiunit housing

**Facade Access**

- Roosevelt University Auditorium Building - Chicago, IL: Design and load testing of facade access equipment on roof of late-1800s Historic National Landmark
- St. Regis - Chicago, IL: Initial load testing and certification of facade access equipment at ninety-three-story mixed-used building
- Multiple Cook County Buildings - Chicago, IL: Evaluation and load testing of existing facade access equipment
- Multiple High-Rise Buildings - Chicago, IL: Evaluation of building facade access and fall protection equipment and methods based on updated OSHA fall protection requirements; design and load testing of existing and new fall protection systems



**EDUCATION**

- Iowa State University
- Bachelor of Science, Civil Engineering, 2005
- School of the Art Institute of Chicago
- Master of Science, Historic Preservation, 2007

**PRACTICE AREAS**

- Facade Assessment
- Repair and Rehabilitation Design
- Historic Preservation

**REGISTRATIONS**

- Professional Engineer in IL

**PROFESSIONAL AFFILIATIONS**

- Association for Preservation Technology - Western Great Chapter, past president
- Association for Preservation Technology International
- Construction History Society America
- Landmarks Illinois Skyline Commission
- Masonry Standards Joint Committee - The Masonry Society
- International Masonry Institute (IMI) - Historic preservation and terra cotta training program



**PERSONNEL QUALIFICATIONS**

**Andrew B. Conwell | Associate II**



**EXPERIENCE**

Andrew Conwell specializes in the investigation, analysis, and repair of existing concrete and steel structures. He has worked on various structures, including office and residential high-rise buildings, parking structures, and civil infrastructure. He has also designed, inspected, and load tested various configurations of interior and exterior facade access systems on high-rise buildings. Mr. Conwell's projects have included evaluating and investigating existing buildings, designing repairs and strengthening, developing construction documents, and performing construction observations.

**EDUCATION**

- University of Illinois at Urbana-Champaign
- Bachelor of Science, Civil Engineering, 2021
- Master of Science, Structural Engineering, 2022

**PRACTICE AREAS**

- Structural Analysis
- Repair and Rehabilitation
- Structural Metals
- Concrete Structures
- Facade Access

**PROFESSIONAL AFFILIATIONS**

- American Institute of Steel Construction
- Structural Engineers Association of Illinois

**CONTACT**

aconwell@wje.com  
312.372.0555  
www.wje.com

**Structural Metals**

- High-Rise Office Building - Chicago, IL: Condition assessment and design of repairs for 1920s steel fire escape
- Residential and Commercial Buildings - Chicago, IL: Inspection mandated by City of Chicago to inspect exposed metal structures; development of repair recommendations

**Concrete Structures**

- Corporate Headquarters - Oak Brook, IL: Design of slab opening infill and analysis of existing post-tensioned concrete structure to support increased live loads
- Water Purification Plant - Chicago, IL: Inspection of and repair recommendations for roadway and water purification facilities supported on reinforced concrete structure
- Multiple Parking Garages - Chicago, IL: Condition assessment, repair design, and construction period services for concrete repairs and traffic membrane application in various reinforced concrete, post-tensioned concrete, and prestressed concrete garages

**Facade Access**

- 203 North LaSalle Street - Chicago, IL: Design, load testing, and certification of facade access equipment for interior use at sixteen-story atrium
- Multiple High-Rise Buildings - Chicago, IL: Inspection, load-testing, and certification of dedicated facade access equipment



**EDUCATION**

- University of Illinois at Urbana-Champaign
- Bachelor of Science, Architectural Studies, 2019
- Master of Science in Civil Engineering, Structures, 2020
- University of Michigan
- Master of Architecture, 2020

**PRACTICE AREAS**

- Repair and Rehabilitation
- Concrete Structure
- Facade Access
- Wood Structure

**PROFESSIONAL AFFILIATIONS**

- American Institute of Architecture
- Chicago Women in Architecture Scholarship Chair
- Structural Engineers Association of Illinois

**CONTACT**

ktucker@wje.com  
312.372.0555  
www.wje.com

**Repair and Rehabilitation**

- Old Post Office - Chicago, IL: Inspection, repair design, and construction period



**Syed Ahmad**  
P.E.

Senior Mechanical Engineer

**PROFILE**

Syed Ahmad has over 30 years of combined experience in building services, including the design and construction management of HVAC, plumbing, and fire protection systems for commercial, institutional, education and healthcare facilities. He works with engineers and drafters to ensure that projects are completed in accordance with applicable international and local codes. Syed reviews operating costs and payback analysis of mechanical systems, writes specifications for the systems proposed, as well as acting as a liaison between owners, developers, architects, design and construction teams. He provides extensive experience in all types of mechanical system design and evaluation including heating, cooling, energy management and medical gas systems and has worked on several LEED certified projects.

**SELECTED PROJECT EXPERIENCE**

**HEALTHCARE**

- COOK COUNTY HOSPITAL SYSTEM** – Chicago, IL  
Administration Building
- CCAB Building Renovation
- STROGER HOSPITAL** – Chicago, IL  
Chiller replacement and piping modifications  
MRI and CT scan rooms remodeling
- MT. SINAI HOSPITAL** – Chicago, IL  
Cath Lab equipment replacement and remodeling  
Hematology Lab remodeling  
Porter Hospital, Patient Rooms and Lab areas remodeling – Valparaiso, IN
- St. Margaret Mercy Hospital, New Central Plant Addition and Expansion** – Dyer, IN
- St. Margaret Mercy Hospital - New Chilled Water Plant Addition** – Hammond, IN
- Franciscan Hospital, Boiler and Air Handling Systems Replacement** – Munster, IN
- Community Hospital, MRI and CT Scan Rooms Remodel – Munster, IN
- ST. CATHERINE HOSPITAL** – East Chicago, IN  
Central plant study and report  
Geriatric floor remodeling
- ST. MARY HOSPITAL** – Hobart, IN  
Surgery Suite addition and remodeling  
MRI and CT scan rooms remodeling
- Methodist Hospital, Orthopedic floor remodeling** – Merrillville, IN
- Stryker Professional Building, Medical Office Build-out** – Kalamazoo, MI (LEED certified)
- SILVER CROSS HOSPITAL** – Joliet, IL  
New 4-story medical office building  
Multiple remodeling projects  
Joliet Hospice – Joliet, IL

**EDUCATIONAL**

- ITT Kaplan Institute for Innovation & Tech Entrepreneurship – Chicago, IL (LEED Silver)
- THE UNIVERSITY OF CHICAGO** – Chicago, IL  
Harris School  
Laboratory of Astrophysics and Space Research (LEED Silver)

**EDUCATION**

Master of Science,  
Mechanical Engineering,  
Peoples Friendship University,  
Moscow, 1980

**PROFESSIONAL AFFILIATIONS**

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

**REGISTRATION & CERTIFICATION**

Registered Professional Engineer, WI

**E-MAIL**

sahmad@dbhms.com

**COMMERCIAL - \* OFFICE**

Congress Theater – Chicago, IL (LEED Silver)

**RESIDENTIAL**

Lathrop Homes, Revitalization Phase I –  
Lathrop Homes, Diversey, Damen & Clyb  
1901 S. Carroll – Chicago, IL  
Lawson House – Chicago, IL



**Sachin Anand**  
P.E., LEED AP BD+C  
Principal

**PROFILE**

Sachin Anand, Principal at dbHMS, brings over 20 years of diversified design, commissioning, and management experience to the field of engineering, uniting artistry and analytics into a unique approach based upon the client's needs. He runs his team with uncompromising quality checks at each design phase and strives to maintain the clients goals with creative design solutions.

Alongside his responsibilities at dbHMS Sachin is an Adjunct Professor at Illinois Institute of Technology's College of Architecture and frequently presents on topics of sustainability such as ASHRAE 90.1, Energy Conservation Codes, Energy Modeling, LEED and Integrated Design to a wide variety of audiences. Sachin is a LEED accredited professional and several of his award winning projects have been featured in national and local publications including the Chicago Tribune.

**SELECTED PROJECT EXPERIENCE**

**EDUCATIONAL**

- Illinois Institute of Technology, **Ed Kaplan Family Institute for Innovation & Tech Entrepreneurship** - Chicago, IL (LEED Gold)
- University of Chicago, **Campus North Residence Hall and Dining Commons** - Chicago, IL (LEED Gold)
- Academy for Global Citizenship - Chicago, IL
- UPenn Student Performing Arts Center - Philadelphia, PA
- Earlham College, **Science Building** - Richmond, IN (LEED Silver)
- Earlham College, **Arts Buildings** - Richmond, IN (LEED)
- Northeastern Illinois University, **Carruthers Center for Inner City Studies (CCICS)** - Chicago, IL
- University of Illinois at Urbana-Champaign, **Campus Instructional Facility Engineering College** - Champaign, IL
- University of Illinois Urbana-Champaign, **Public Safety Building** - Urbana, IL
- University of Illinois Urbana-Champaign, **Illinois Street Residences Dining & Residential Commons** - Urbana, IL (LEED Gold)
- University of Chicago, **The Keller Center** - Chicago, IL (LEED Gold)
- University of Chicago, **Neubauer Family Collegium for Cultural Society** - Chicago, IL
- University of Chicago, **Axelrod** - Chicago, IL
- University of Chicago, **Chicago Theological Seminary** - Chicago, IL (LEED Gold)
- University of Chicago, **Sateh Hall for Economics** - Chicago, IL (LEED Gold)
- University of Chicago, **Young Memorial Hall** - Chicago, IL
- University of Chicago, **Administration Building** - Chicago, IL
- Sarah E. Goode STEM Academy - CPS - Chicago, IL (LEED Platinum)
- Ogden Elementary School - CPS - Chicago, IL (LEED Gold)
- UNO Charter School - Chicago, IL (LEED Gold)
- Akiba Schechter Day School - Chicago, IL
- Clarendon Hills Middle School - Clarendon Hills, IL
- Additions/Renovations to HVAC Systems - 3 Township High Schools, **District 214** - Wheeling, Elk Grove, and Prospect, IL
- University Caf  Renovation - Northwestern University - Evanston, IL
- Underground Book Storage Facility - Northwestern University - Evanston, IL
- Joliet Junior College Facility Building - Joliet, IL (LEED Gold)
- Joliet Junior College Greenhouse - Joliet, IL (LEED Silver)
- Joliet Junior College Campus Center - Joliet, IL (LEED Gold)
- Christ the King Jesuit College Preparatory School - Chicago, IL
- Adaptive Re-Use Offices - University of Illinois - Chicago, IL
- Columbia College Media Center - Video and Sound Stages - Chicago, IL (LEED Gold)
- Sherwood Elementary School - HVAC Upgrades - Chicago, IL
- Shure Technical Center - Acoustical Research Facility - Niles, IL
- Shure Critical Learning Center - Recording Studio - Niles, IL
- Cutters - Sound Rooms and Editing Studios - Chicago, IL
- Outsider - Sound Rooms and Editing Studios - Chicago, IL
- New Visitor Information, Education and Administrative Center - Sugar Creek Forest Preserve - Will County, IL
- Northwestern University Library - Multiple Projects - Evanston, IL
- University of Illinois Chicago Daley Library - Chicago, IL
- Northwestern University, Foster/College of Cultural & Community Studies Dormitories - Evanston, IL
- Northwestern University, Chapin Hall - Evanston, IL



**RESIDENTIAL**  
St. Regis Chicago - Chicago, IL (LEED Platinum)  
Hairpin Lofts - Sustainable gut-rehab  
Granite City Green Communities - Chicago, IL  
1856 Orrington Dormitories at North  
Oakwood Shores - CHA - Chicago, IL  
Lake Park Crescent - CHA - Chicago, IL  
Hybrid House - Energy Efficient Single-Family  
Net Zero Energy House - Chicago, IL  
Clara's Village - Chicago, IL (Chicago Green Building Award)  
Complete MEP Renovation of 252 Units  
Franklin & Illinois Residential Building  
The Elysian - 60-Story High-Rise - Chicago, IL  
Sullivan/Racine Senior Apartments  
535 North Michigan Chiller Replacement  
Harbor House Condominiums - DePaul University  
Counterside Senior Apartments - Chicago, IL  
Aqua Tower - 83-Story High-Rise Mixed-Use

**INDUSTRIAL**

LIDL Distribution Centers - Confidencium  
Bolingbrook Corporate Center - Wal-Mart  
Christy Webber Landscapes - Office  
28th Ward Yard - Chicago, IL (LEED Gold)  
**CIVIC + GOVERNMENT**  
Chicago Housing Authority, North Branch  
Chicago Housing Authority, Independence  
City of Aurora, Police Station - Aurora, IL  
Village of Matteson - New Village  
Ford Calumet Environmental Center  
Aurora Police Station - Aurora, IL (LEED Gold)

**INSTITUTIONAL**

NASA Glenn Research Center Aerospace  
Arkansas Museum Of Fine Arts - Little Rock  
Cincinnati Ballet Center For Dance  
Chinatown Branch Library - Chicago, IL  
Chicago Botanic Garden Children's Center  
Rolling Knolls - Chicago, IL (LEED Platinum)  
Morton Arboretum Visitor's Center  
Shellbourne Conference Center Expansion  
Chicago Christian Industrial League  
Science Storms Exhibit - Museum of Science and Industry  
Blue Planet Red Planet Exhibit - Museum of Science and Industry  
e-Suites Remodeling - Museum of Contemporary Art  
Yellow Mezzanine Offices - Museum of Contemporary Art  
West Pavilion HVAC Upgrade - Museum of Contemporary Art  
Blue Wall Center - Nature Center  
Main and Osage - Mixed-Use - Northbrook  
Gary Comer Youth Center - Mixed-Use  
Oakbrook Public Library - Oak Brook  
Zion Benton Library - Zion, IL  
Poetry Foundation Library Center - Oakbrook

**HEALTH + SCIENCE**

Ottawa Regional Hospital Mental Health  
Plisen Mental Health Facility - Chicago, IL  
Saint Matthews Center for Health - Chicago, IL  
The Women's Treatment Center - Chicago, IL  
Serenity House, Treatment Facility  
MHSI ISACC COGGS Dental Clinic  
University of Chicago Medical Center  
University of Chicago Medical Center  
University of Chicago Medical Center



# Victor Avila

Principal | Electrical



## PROFILE

Vic Avila, Principal at dbHMS, specializes in the design, management and engineering of electrical systems including lighting, power, fire alarm, security, special systems, peer reviews, and quality control. Vic has over 30 years of experience in the building construction industry involving electrical systems design, engineering and project management and is well versed in all disciplines. He has also provided construction support, construction estimates and value engineering services, from preliminary conceptual design to final construction punch list, commissioning and project close-out.

## AWARDS

- FCEC Design Competition Winner**  
Awarded by: City of Chicago Department of Environment and State of Illinois  
Project: Ford Calumet Environment Center
- 57th Annual Design Excellence Awards – Distinguished Building, Interior Architecture**  
Awarded by: Chicago Architect  
Project: University of Illinois, Richard J. Daley Library/IDEA Commons

## SELECTED PROJECT EXPERIENCE

- CIVIC + GOVERNMENT**
  - O'Hare Airport, Maintenance Complex and Expansion – Chicago, IL
  - O'Hare T5 Parking Garage EV Charger Design – Chicago, IL
  - Midway Airport, TSA Security Bridge Expansion – Chicago, IL
  - Chicago Public Library, Chinatown Branch – Chicago, IL (LEED Gold)
  - Evanston Public Library, HVAC Upgrades – Evanston, IL
  - Milan Readiness Center – CDB – Milan, IL (LEED Silver)
  - Aurora Police Station – Aurora, IL
  - Chicago Park District, Holstein Field House – Chicago, IL
  - General Services Administration, Renovation and Building Upgrades – Chicago, IL
  - City of Chicago Department of Water Management, New Security System Upgrade – Chicago, IL

## COMMERCIAL

- ComEd Training Facility – Chicago, IL

## RESIDENTIAL

- CHICAGO HOUSING AUTHORITY – Chicago, IL

- Cabrini Green Site Access Control
- Lake Park Crescent (LEED Silver)
- Park Boulevard (LEED Silver)
- Edith Spurlock-Sampson Apartments
- Task Orders 35, 32, 34, 22, 2, 17 - Scattered Sites
- RAD Hansberry and Gaines
- Altgeld Gardens CYC Building
- Lathrop Homes Steam Line Replacement

## MULTI-RESIDENT

- SINGLE-FAMILY**
  - Net Zero Energy Home – Chicago, IL
  - Kepes Residence – Chicago, IL
- SENIOR LIVING**
  - Oakwood Shores Senior Apartments
  - Armour Square Senior Residences

## CIVIC + GOVERNMENT

- Department of Military Affairs, North Branch
- City of Aurora, Police Station – Aurora, IL
- Milan Readiness Center – CDB – Milan, IL
- General Services Administration, Renovation and Building Upgrades
- City of Chicago Department of Water Management

## COMMERCIAL

- ComEd Training Facility – Chicago, IL

## EDUCATIONAL

- UNIVERSITY OF ILLINOIS AT URBANA
- Smith Memorial Hall
- Education Building Feasibility Study
- Loomis Laboratory
- Huff Hall
- North Campus Parking Deck and Daley Library Renovation

## The University of Chicago, Biophysics

- Columbia College Media Production
- CHICAGO PUBLIC SCHOOLS – Chicago, IL
- 2828 West Pratt, Assessment
- UNO Charter School
- Ogden Elementary
- Erie Elementary Charter School
- Sarah E. Goode STEM Academy
- 2013 School Investment Program
- Richard T. Crane Technical Prep Annexes to 22 Schools

## EDUCATION

- Associate Degree, Engineering Science (AES), Harold Washington College, Chicago, IL, 1996

## PROFESSIONAL AFFILIATIONS

- Consulting Electrical Engineers (CEE)
- Electric Association (EA)
- Hispanic American Construction Industry Association (HACIA)
- Hispanic Alliance for Career Enhancement (HACE)

## REGISTRATION & CERTIFICATION

- Electrical Technology Certification (ETC), Electric Association, 1990

## E-MAIL

vavila@dbhms.com



# Benjamin Rubach

P.E., LEED AP, QCxP

Principal | Project Manager

## PROFILE

Ben Rubach, Principal at dbHMS, has been applying his hands-on knowledge of diverse engineering principles for over 15 years. His background includes plumbing, HVAC, and fire protection with specialized experience in the health care and municipal markets, including central plant expansion and modernization analysis. Ben's projects cover multiple engineering disciplines and sectors. He has managed multi-disciplined teams, designed systems, and played key roles in major regional and national projects.

## SELECTED PROJECT EXPERIENCE

### RESIDENTIAL

- Park Boulevard – Chicago, IL (Green Communities Program)
- Lake Park Crescent: New 8-story residential mixed-income housing – Chicago, IL (LEED Silver)
- Oakwood Shores – Chicago, IL (Chicago Green Homes)
- 777 North Michigan Assessment – Chicago, IL
- 1856 Orrington Dormitories at Northwestern University – Evanston, IL
- 639 Central Dormitories at Northwestern University – Evanston, IL
- 1835 Hinman Dormitories at Northwestern University – Evanston, IL
- Wisdom Village, Senior Housing – Chicago, IL
- The Smith Residences Veteran Village – Ford Heights, IL
- Lexington Rehabilitation – Maywood, IL
- River North Park Apartments, Waterton Residential – Chicago, IL
- Market Style Housing – Norfolk, VA
- Kepes Residence – Chicago, IL
- Edwards Residence – Chicago, IL

### HEALTH + SCIENCE

- Veterans' Affairs Medical Center, Pharmacy – Chicago, IL
- Cook County Health & Hospitals System, Administration Building – Chicago, IL
- Toledo Hospital, Electrophysiology Laboratory – Toledo, OH
- University of Illinois at Chicago, Electrophysiology Laboratory – Chicago, IL
- UNIVERSITY OF CHICAGO MEDICAL CENTER – Chicago, IL
- Brain Surgery
- Searle Research Building
- New Hospital Pavilion
- Electrophysiology Laboratory
- Billings Hospital Renovation
- Knapp Center for Biomedical Discovery
- Northwestern University, D-Wing Laboratory – Evanston, IL
- The Women's Treatment Center – Chicago, IL
- Carle Foundation Hospital, Mills Breast Cancer Institute – Urbana, IL
- Advocate South Suburban Hospital, Same Day Surgery Center – Chicago, IL

### CIVIC + GOVERNMENT

- Argonne Fire House – Lemont, IL
- Argonne Building 333 Firehouse – Lemont, IL

## EDUCATION

Bachelor of Science,  
Architectural Engineering,  
Milwaukee School of  
Engineering, 2003

## PROFESSIONAL AFFILIATIONS

American Society of Plumbing  
Engineers

## REGISTRATION & CERTIFICATION

Registered Professional Engineer: IL,  
MI, IA, IN, WI, MO, OH, PA, TN

LEED Accredited Professional

Qualified Process Commissioning  
Professional

## E-MAIL

brubach@dbhms.com

**COMMERCIAL + OFFICE**  
Rush and Walton Retail – Chicago,  
ComEd Chicago Training Center –  
Coyote Logistics – Chicago, IL  
Chamberlain Real Estate – Elmhurst  
Logan Square Kitchen – Chicago, IL  
Green Exchange – Sustainable Bus  
Environmental Law and Policy Cen  
900 North Michigan Ave Green Roc  
900 North Michigan Ave, Todd Eng

## EDUCATIONAL

**THE UNIVERSITY OF CHICAGO** – Chic  
Saieh Hall for Economics Renovat  
ATS Replacement Facility (LEED S  
Administration Building  
Neubauer Family Collegium for C  
Axelrod  
Center for Gender and Race  
Chicago Theological Seminary (L  
Young Memorial Hall  
Maroon Financial Credit Union  
School of Social Service

**UNIVERSITY OF ILLINOIS AT CHICAGO**  
General Science and Engineering  
Electrophysiology Laboratory  
CUPPA Learning Laboratory  
Daley Library Renovation

**NORTHWESTERN UNIVERSITY** – Ev  
Abbott Hall  
Seabury-Western Theological Se  
Crowe Hall  
Tri Delta Upgrades

**Capital Development Board, Rock**  
**The West Side Center for Arts and**  
**Joliet Junior College, Facilities Buil**

**CHICAGO PUBLIC SCHOOLS** – Chic  
Arthur E. Canty Elementary  
2013 Improvement Program



# Luka Ulicevic

CPD

Senior Plumbing / Fire Protection Engineer

## PROFILE

Luka Ulicevic, Senior Plumbing Engineer has over 10 years' experience designing complex systems for highly technical projects in the healthcare, science, education and residential markets. Luka is a leading expert in the field of plumbing design and understands the synergies amongst all building systems. His strong project management skills translate into a seamless implementation of such groundbreaking technologies as greywater harvesting, solar thermal heating, and various vacuum systems into a variety of building types.

## SELECTED PROJECT EXPERIENCE

### RESIDENTIAL

- The Lumen - Cleveland, OH
- Pullman Artist Live/Work Residences – Chicago, IL
- Lawson House – Chicago, IL

### COMMERCIAL + OFFICE

- Addison Park on Clark – Chicago, IL
- Ritz-Carlton Chicago Renovation – Chicago, IL
- Woodlawn Station – Chicago, IL
- Nicor Gas Reporting Center – Chicago, IL
- Chengdu Dongcun Greenland Center – Chengdu, China
- Suzhou Golden Land – Suzhou, China

### CULTURAL + SPIRITUAL

- Newberry Library – Chicago, IL
- Confidential Museum Project, Renovation and Addition – Little Rock, AR
- Fourth Presbyterian Church, Project Second Century – Chicago, IL

### EDUCATIONAL

- CPS – Chicago, IL
- South Loop Elementary School
- Edwards Elementary School, Renovation
- UNIVERSITY OF ILLINOIS AT Urbana-Champaign – Champaign, IL
- Turner Hall
- Speech and Hearing School, Renovation
- Reed-Custer Elementary School – Braidwood, IL
- The University of Chicago, Kaplan Institute for the Formation of Knowledge – Chicago, IL (LEED Platinum)
- Illinois Institute for Technology, Innovation Center – Chicago, IL
- Western Illinois University, Performing Arts Center – Macomb, IL
- Countryside School, Gymnasium and Performing Arts Addition – Champaign, IL
- Northwestern University, Donald P. Jacobs Center – Evanston, IL
- Case Western Reserve University, Tinkham Veale University Center – Cleveland, OH
- Grant Community High School, Addition and Field House – Fox Lake, IL

### HEALTH + SCIENCE

- Cook County Health & Hospitals System, Administration Building – Chicago, IL
- Lakeland Medical Center Surgery and Interventional Suite Expansion and Renovation – St. Joseph, MI
- Department of Veterans Affairs, Louisville Hospital – Louisville, KY
- Marshall University, Health Sciences Center – Huntington, WV



USGBC

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

REGISTRATION & CERTIFICATION

Certified Plumbing Designer (CPD)

E-MAIL

lulicevic@dbhms.com

Experience

22 years with firm

35 years in industry

Education

B.S. / Business Administration

St. Norbert College - DePere, WI

Certified Professional Estimator,

2008

WE TAKE ON YOUR VA



**Jeffrey S. Harding**  
Senior Cost Manager

**Project Role:** Senior Cost Manager (Mechanical)

Mr. Harding is a Senior Cost Manager specializing in the mechanical discipline. He has experience providing cost estimates at all stages from conceptual design through construction documents for up to \$50 Million mechanical packages. Day-to-day responsibilities include obtaining unit and labor/material pricing, conducting change order reviews, and participating in value engineering exercises.

In addition to cost management, Mr. Harding also has experience in construction management. He has performed scope analysis and assisted cost estimators during the bid process on projects of all types and sizes. He also has experience reconciling mechanical projects with owners, cost consultants, engineers, and architects.

Prior to joining CCS, Mr. Harding was a Senior Mechanical Estimator and Project Manager with an east coast consulting firm where he was responsible for estimating, closing, buy out, construction, and commissioning of projects per mechanical construction documents. He has also worked with a construction management firm where he was responsible for managing BAS/EMS projects and generated project execution plans and schedules.

Mr. Harding is an active member of the American Society of Professional Estimators (ASPE) has been involved in over 500 projects of all types and sizes since joining CCS.

**Select Project Experience**

- Cook County Building - 118 N. Clark Street, Leakage Remediation Chicago, IL
- Cook County Criminal Courts Buildings - Lobby Security Enhancements Chicago, IL
- 2 North LaSalle - Office Renovation, Phase 2 – Chicago, IL
- 300 S. Riverside Plaza - Lobby Renovation and Winter Garden – Chicago, IL
- Chicago Center for Green Technology, Renovations – Chicago, IL
- City of Chicago - Library Improvement Program – Chicago, IL
- Commonwealth Edison - Chicago North Headquarters – Chicago, IL
- Mallers Building, Renovations – Chicago, IL



**Experience**  
11 years with firm  
38 years in industry

**Education**  
B.S. / Business Management  
University of Massachusetts  
Boston, MA

Certificate / Mechanical Engineering /  
Construction Estimating / CAD  
Northeastern University  
Boston, MA

**Experience**  
5 years with firm  
34 years in industry

**Education**  
Associates Degree / Architecture  
Harper Community College Palatine, IL

30- hour OSHA Safety Certification

## ERIC MOORE SENIOR INDUSTRIAL HYGIENIST

Mr. Moore has 18 years of experience providing environmental consulting and environmental abatement services for various projects. Mr. Moore's roles and responsibilities include a variety of tasks such as project supervision, air sampling, consultation related to Industrial Hygiene and Safety, performing Phase Contrast Microscopy (PCM), and Phase I Environmental Audits. Mr. Moore also has performed inspections and monitored daily abatement/ construction procedures with compliance to E.P.A, OSHA, and U.S Standards, as well as overseeing lead and asbestos abatement projects. His experience performing air monitoring includes but is not limited to gases and vapors, asbestos, heavy metals, heat stress, respirable dust, noise, and ionizing and non-ionizing radiation

### Key Projects

**CDB Replace Lower Roofing System, Readiness Center – Galva & Dixon, IL, (February 2023)** Mr. Moore performed a limited asbestos-containing materials (ACM) survey on the first-floor roof of the building as part of the condition assessment. EDI opened the existing roofing system down to the structural deck to determine the type of existing roof and the number of layers below the top layer. Mr. Moore collected 15 bulk samples from the roof system. Mr. Moore had the bulk samples analyzed for asbestos content by polarized light microscopy (PLM), utilizing a laboratory accredited by the National Institute for Standards and Technology (NIST), and National Voluntary Laboratory Accreditation Program (NVLAP).

**UIC Limited Asbestos Survey College of Medicine East Tower, 9th Floor Chicago, IL (December 2022).** Mr. Moore performed a visual survey of building materials and collected representative samples of homogeneous suspect ACM in accordance with EPA requirements, guidelines, and standard industry practices. Suspected asbestos samples were analyzed using polarized light microscopy (PLM) / dispersion staining techniques in accordance with the EPA Method documents. The samples were submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for bulk analysis. Painted components were collected and sent to the laboratory as well.

**ACH Foods - Summit, IL (August 2022 – October 2022).** Mr. Moore performed inspection work to identify the location and quantity of asbestos-containing material during the planned demolition of the above-referenced buildings. Responsibilities included building survey work, report preparation, and environmental specification development. Also, was retained to conduct full-time project oversight during the abatement of ACM. Provided management and oversight of onsite technical staff for environmental remediation. Other responsibilities included a collection of samples prior to abatement, on-site coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances of air sampling at the completion of each phase.

**Illinois Youth Center - Warrenville, IL (July 2022 – August 2022).** Mr. Moore performed inspection work to identify the location and quantity of asbestos-containing material and lead-based paint, and other hazardous materials that may be disturbed during the planned renovation of 9 buildings, including dorms



### LICENSES

- Licensed Asbestos Project Manager – IL (2010)
- Licensed Asbestos Building Inspector – IL (2008)
- Licensed Asbestos Supervisor – IL
- Licensed Air Sampling Professional – IL (2010)
- Licensed Asbestos Inspector - IN

### CERTIFICATIONS

- Asbestos Fiber Counting (NIOSH 582- Sampling & Evaluating Airborne Asbestos Dust
- Certificate OSHA 30-Hour Construction Safety
- Certificate NFPA 70-E Training Course
- CTA Rail Safety
- OSHA 10hrs Construction Safety
- OSHA Focus Four Hazards Training Course
- Health Hazards in Construction Training Course

**E. MOORE** (Continued)

**Old Dominion Freight** included oversight of regulations, D.F. Cha for safety. Mr. Moore new facility docks.

**Advocate Illinois Ma** performed inspection prior to the planned re work, report preparati time project oversight technical staff for env samples on a bi-week site activities, and fina

**Northwestern Medic** performed inspection be disturbed during th building survey work, retained to conduct fu oversight of onsite te collection of samples documentation of on-

**Northwestern Medic July 2022).** Mr. Moor containing material th buildings. Responsibi specification develop

**Chicago Transit Aut** Moore's responsibility compliance with OSH reviewed process pla replacement of variou

**Chicago Transit Aut** responsibilities includ with OSHA regulation plans for safety. Mr. N replacement of variou

**City Colleges of Chi** performed inspection based paint, and othe Malcolm X College. R specification develop

**City Colleges of Chi** Moore managed co specification develop

**JOSE G. AGUILERA**  
PROJECT MANAGER INDUSTRIAL HYGIENE



Mr. Aguilera has over 20 years of experience in the Construction, Industrial Hygiene and Environmental field. His areas of knowledge include the following: Asbestos Project Management, Indoor Air Quality Monitoring and Assessment, Residential and Commercial Building Inspections, Lead-Based Paint Project Management, Air Monitoring. Mr. Aguilera is also responsible for cost estimation, survey, sampling protocols, exposure/risk assessment, remedial action recommendations, contractor oversight, abatement bid specification preparation, operations and maintenance program development, and awareness training. Mr. Aguilera has also been trained in the field of construction management subsurface soil investigations, air, and groundwater sampling; air monitoring; and environmental and land surveying.

**Key Projects**

**Public Building Commission of Chicago (PBC) – Lozano Public Library Feasibility Study, (March 2021 to August 2021) Chicago, IL, Project Surveyor.** Mr. Aguilera performed an ACM survey, thoroughly inspecting areas of the library where renovation/demolition activities will be completed. He also performed an LBP survey of all painted surfaces in the areas of the library where renovation/demolition activities will be completed. A hazardous material survey was also performed by EDI, identifying PCB-containing components, mercury-containing components, chemicals and other hazardous and non-hazardous materials that required special handling and disposal prior to renovation and/or demolition activities. The report included a list of materials identified, including the location, estimated volume/quantity/type of material, CAS registry numbers (if applicable), representative photographs of materials identified, the limitations to the survey and recommendations for handling the identified materials. EDI provided the final version of the report to the PBC vial electronic transmittal.

**Red and Purple Line Modernization Program – Chicago Transit Authority (CTA) Design Build (2019 – 2024)** EDI is supporting the Design-Build team with Stantec and Walsh/Fluor for the renovation and improvements to the CTA Red and Purple line as part of their modernization program. Mr. Aguilera provided environmental services including asbestos, lead based paints and coatings, and other hazardous materials that are impacted by the modernization. EDI will continue to support the design-build project through completion of the anticipated 5-year modernization efforts. *Mr. Toby Hannson, Stantec, 224 South Michigan Avenue, Suite 1400, Chicago, Illinois, 60604-2590, (312) 554-1400, Toby.hannson@stantec.com*

**University of Illinois at Chicago Student Services Center (SSC) - ACM, LBP and HAZMAT Survey, Chicago, IL. (2018 to 2019) Field Operations.** EDI performed a visual survey of building materials and collected representative samples of homogeneous suspect ACM, LBP, and HAZMAT Survey in accordance with EPA requirements, guidelines, and standard industry practices. A Limited ACM and LBP Survey Assessment Report was submitted after all collection and tests were analyzed. *Mr. Peter Drezek, Project Management Services 1140 South Paulina Street, Room 212, Chicago, IL 60612-7215, Phone (312) 996-6804, Fax, 312-996-2853, pdrezek@uic.edu.*

**University of Illinois at Chicago Building 909 4th and 5th Floor Renovation. ACM, LBP, and HAZMAT Survey, Chicago, IL (2018) Field Operations.** EDI performed a limited ACM survey to identify and quantify

**J. AGUILERA** (Continued) and tested. *Mr. John 60612-7215, Phone (*

**Jones Lang LaSalle Project Manager.** Mr. various projects ranging materials from various for conducting on site analyses of the air m work methods are bei work. *Ms. Janelle Bro*

**Public Building Commission Center (MTEC), (201 services for the renov included surveys for t The MTEC is connect and industry partners *Public Building Comm 7627, Richard.schley***

**Chicago Housing Authority** by the Chicago House ACM abatement at se occupied CHA multi-s approach, allowing fo submittal reviews and completion, EDI will p sampling data to the 60605, *Phone: 312-9*

**Chicago Housing Authority present), Industrial** developments. The in plans of each unit ide occupied, the work re field services for the *Floor, Chicago, IL, 60*

**Public Building Commission Construction Oversight** construction oversight construction oversight *Kerl LaJeune, 50 We*

**Public Building Commission Environmental Inspection** management, and fe survey of asbestos-co containing devices. *M*

## SCOTT S. DILETO, CHMM VICE PRESIDENT, ENVIRONMENTAL

Mr. Dileto has more than 25 years of experience in environmental consulting and construction including environmental property assessments, magnetometer surveys, subsurface investigations, underground and above ground storage tank management, design and specifications, lead and asbestos abatement design, soil and water sampling, soil and groundwater remediation; also, ambient air, noise, and vibration monitoring, and reporting project management, regulatory compliance, and community involvement. Mr. Dileto has completed all Agency reporting associated with leaking underground storage tank and site remediation program sites in Illinois and Indiana.

### Key Projects

**Environmental Oversight for the O'Hare International Airport Fuel System Improvement Program (FSIP) (2017-Present) Project Manager.** EDI was contracted by Argus Consulting to provide environmental oversight for O'Hare's FSIP. Argus developed a Contaminated Materials Management Plan (CMMP) for the FSIP to properly address free product and environmental contaminants associated with subsurface soil, groundwater, and surface water during FSIP construction activities. The scope includes addressing Petroleum Areas of Concern which require the highest level of oversight and include sites associated with the Jet A Fuel system that have historical evidence of contamination. EDI was contracted to assist with the proper implementation and utilization of the CMMP to minimize disruption to the construction schedule, help control costs, and facilitate regulatory compliance. EDI's scope includes field oversight, soil and water sampling, lab analysis, and meeting coordination and support. *Kristin Eder, PE (816) 228-7500 and Patrick McGuire, PE (601) 291-4840, Argus Consulting, Inc., 6363 College Boulevard, Suite 600, Overland Park, Kansas 66211*

**Cook County CDBG-DR Program Support (2016-2023), Senior Project Manager.** EDI is providing environmental assessment and inspection services for CDM's support of the Cook County Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funding program. The County is administering the CDBG-DR funds for disaster-related expenses necessary for disaster relief, long term recovery, restoration of infrastructure and housing, and economic development in distressed areas due to the 2013 flooding. *Theresa L. Tucker, PE, BCEE, CDM Smith, Vice President, Technical Strategy Leader for Emergency & Disaster Management, 312-415-1930, [TuckerTL@cdmsmith.com](mailto:TuckerTL@cdmsmith.com)*

**Cook County Office of Capital Planning and Policy, Underground Storage Tank Removals at Cook County Courthouses (March 2008 – May 2009), Senior Project Manager.** Mr. Dileto managed design and oversight of the removal of underground storage tanks (USTs) at three Cook County Courthouses. Mr. Dileto developed UST removal specifications, provided bidding support, directed the UST removal field activities, authored IEPA reports for NRF closures, and provided project closeout documents. The budgeting was a unique challenge on this project. The funding for this project was already allocated prior to EDI's involvement. Mr. Dileto completed the project with the available funding within budget. *Mr. Warwick Graham, Project*



### EDUCATION

B.S., Biological Sciences,  
Northern Illinois University,  
1997

### LICENSES

IDPH Licensed Asbestos  
Inspector #100-09347

### CERTIFICATIONS

Certified Hazardous  
Materials Manager (CHMM)  
No. 14724

Method 9 Opacity  
Certification

24-hour OSHA Hazardous  
Materials Technician  
(HAZMAT) Health and Safety  
Training

40-hour OSHA Hazardous  
Waste Operations and  
Emergency Response  
(HAZWOPER) Health and  
Safety Training (2001)

8-hour OSHA Health and  
Safety Training Refresher

8-hour OSHA HAZWOPER  
Supervisor Training

IDOT Hazardous Materials  
Non-Bulk Training HM126-F

American Red Cross First  
Aid/CPR/AED Training  
August 2019

Active Shooter Training,  
August 2019

### ASSOCIATIONS

Illinois Association of  
Environmental Professionals  
(IAEP)

Alliance of Hazardous  
Materials Professionals  
(AHMP)

**S. DILETO, CHMM** (Co  
in a field logbook. ED  
spoils they generate.  
Chicago, Illinois 60066

**O'Hare Express Rail**  
retained as a sub-con  
Express Feasibility S  
Express Feasibility S  
a premium express tr  
Airport and downtow  
the CN-CSX, the Met  
fatal flaw environmen  
Trust has released a  
Express System, in c  
*President & Sr. Plann  
Illinois 60602, (312) 8*

**CREATE RAILROAD**  
Conducted Special W  
documentation and  
Project Management  
support personnel. Th  
copies to meet the ne  
Environmental Site A  
investigations at sever  
historical data, agenc  
towards construction.  
*Riverside Plaza, Sui*

**City of Chicago Dep**  
**Contract in Support**  
**Assurance.** EDI com  
(ESAs), UST removal  
requirements under a  
Center, Wings Metro  
for senior review of pl  
*Environmental Engin  
St., Suite 300 Chicag  
Kevin.Laberge@cityo*

**Illinois Department**  
**Assessment (PESA)**  
environmental review  
Environmental Protec  
(conditions), and histo  
*Group, 10 S. Riversid  
[Anthony.pakietis@pa](mailto:Anthony.pakietis@pa)*

**Ecology and Environ**  
**Present), Senior Tec**  
Declines on Site. In

## Edward Feibel

Senior Code Consultant, MAPS

efiebel@map-strategies.com  
312-343-2147

Ed is a code consultant who works with architects and designers to refine their designs to be more compliant with the requirements of the municipalities that they are working in.

Ed knows that while code compliance is not often in the forefront of designers mind, however it is a major part of the design process, and is happy to assist with confirming that the design meets with the requirements of the municipality, while still maintaining the strength of the designers vision.

Ed has worked on projects ranging from single family homes to major highrises and has even worked on the renovation and rehabilitation of a 1940s baseball stadium.

### Project Experience

- 350 N. Morgan  
New 18-Story Office Tower | 600,000 sqft | Senior Code Consultant
- 1665 N. Throop St.  
New 15-Story Office Tower | 475,000 sqft | Senior Code Consultant
- Boys and Girls Club of Chicago  
New Community Center | 28,000 sqft | Senior Code Consultant
- 400 Lake Shore Drive  
New 70-story residential tower | 1,734 units | Senior Code Consultant
- One Bennett Park  
New 69-story residential tower | 348 units | Code Consultant



## George Guarino III

Executive Vice President

george@map-strategies.com  
312-515-4919

George Guarino III, Associate Vice President, has over 20 years of experience as an employee number three in a large organization. He has worked on a wide array of projects, including high rise development, and infrastructure. Across all projects, he has a detail-oriented strategic approach to problem solving.

At Syracuse, George participated in the development of multiple community-based projects. He is Editor-in-Chief of CRIT, the American Institute of Architects' journal.

### Experience

10 years

### Education

Bachelor of Architecture, Illinois Institute of Technology, Chicago, IL

### Affiliations

Associate American Institute of Architects, 2013 - Present

### Project Experience

- 400 Lake Shore Drive  
New 70-story residential tower
- Bally's Chicago  
New construction casino, Management Lead
- 919 W Fulton  
Only Class A office to break record  
400,000 square feet | Permitted
- Lincoln Yards  
New 53-acre mixed-use development
- 360 N Green  
New construction Class A office  
square-foot | Permit Management

## Heather Morrison

Chief Executive Officer, MAPS

hmorrison@map-strategies.com  
773-351-9842

Heather Morrison is the Founder and CEO of MAP Strategies and MAP Studio. She is an architectural strategist and project executive with a twenty-five year record of successfully overseeing large-scale architecture and construction projects.

After working in the field of architecture for several years Heather observed significant inefficiencies in how entitlement processes for permitting, code review, and licensing were managed. Design changes often occurred after the fact, exacerbating inefficiencies. Heather found a hole in the market, which quickly became a passion for helping all sides of a development team streamline the compliance process.

Notable developments overseen by Heather and her team include: 400 North Lakeshore Drive, Lincoln Yards, 727 West Madison, the Tribune Tower Renovation, and 900 West Randolph (The Row), the tallest building in Chicago's West Loop.

### Project Experience

400 Lake Shore Drive  
New 70-story residential tower | 1,734 units | Project Executive

Lincoln Yards

New 53-acre mixed-use community | Project Executive

Tribune Tower Residences

Adaptive reuse of historic office building to boutique condominiums | 162 Units | Project Executive

The Bell at 25 W Randolph

Gut renovation of historic office building | 850,000 sq.ft. | Project Executive

Yahoo Campus, San Jose



### Experience

25 years

### Education

Bachelor of Architecture, Rhode Island School of Design

Bachelor of Fine Arts, Rhode Island School of Design

### Affiliations

Lambda Alpha International, Ely Chapter

The Economic Club of Chicago

Near South Planning Board

Realty Club of Chicago

### Service

Chicago Building Code Re-write Stakeholder Committee, 2019

Founded the Michael P. Morrison Scholarship Fund at the Chicago Jesuit Academy

### Certifications

City of Chicago Licensed Expeditor

## Michael Grochola

Accessibility Specialist,

michael@map-strategies.com  
312-833-6749

Michael Grochola, ICC i works with architects, codes and concerns are process.

Michael knows how to accessibility codes of With experience handling multifamily residential, i scale.

Michael has worked on plan reviews, legal rem different architects and

Michael is an ICC Certif employer he worked wi

### Project Experience

1229 W. Concord  
New 8-story life sciences

360 N. Green  
New 24-story office tower

1665 N. Throop St.  
New 15-Story Office Tower

350 N. Morgan  
New 18-Story Office Tower

Wolf Point East

**Exhibit 4**  
**Compensation**

Base Fee Percentage  
 Initial Anticipated AE Fee Subtotal  
 Initial Anticipated AE Fee Total  
 Avg. Billable Rate (Basic)  
 Avg. Billable Rate (All incl Specialty)  
 Projected Effort Hours Subtotal  
 Projected Effort Hours Total

\$ 2,314,678 Basic Services only  
 \$ 2,806,700 Includes Basic and Specialty Services  
 \$ 180 Per Hour (average blended rate amongst personnel below)  
 \$ 182 Per Hour (average blended rate amongst personnel below)  
 12,882 Basic Services only  
 15,463 Includes Basic and Specialty Services

Note: All text in black will automatically update once blue text in highlighted fields are filled

**Assumptions:**

Date: 4/23/2025

Project Name: Cook County - Renovation of the 7th and 8th Floors

EBS # (CC Project Number):

Anticipated Design Duration: 17.5 Months

Anticipated Construction Duration: 24 Months

Discipline Type	Avg Hourly Rate	Basis of Calculation		Programming 6%		Schematic Design 11%		Design Development 20%		75% Cc
		Cost	Man-hours	Cost	Man-hours	Cost	Man-hours	Cost	Man-hours	
<b>BASIC SERVICES</b>										
Architectural (Gensler)	\$ 187	58.4%	\$ 1,351,015	\$ 92,475	491	\$ 123,940	680	\$ 200,960	1,090	\$
Structural (RME)	\$ 145	3.0%	\$ 68,950	-	0	\$ 4,137	29	\$ 17,927	124	\$
Mechanical (dbHMS)	\$ 173	11.3%	\$ 261,860	\$ 7,520	48	\$ 33,260	191	\$ 59,360	336	\$
Electrical (dbHMS)	\$ 180	7.4%	\$ 170,460	\$ 5,760	32	\$ 25,200	140	\$ 45,000	250	\$
Plumbing / Fire Protection (dbHMS)	\$ 180	5.5%	\$ 128,160	\$ 5,760	32	\$ 16,200	90	\$ 36,000	200	\$
<b>SUPPLEMENTARY SERVICES</b>										
Audio Visual (SMW)	\$ 169	2.6%	\$ 59,592	-	0	\$ 5,959	35	\$ 17,878	106	\$
IT Infrastructure (SMW)	\$ 169	2.1%	\$ 49,660	-	0	\$ 4,966	29	\$ 14,898	88	\$
Security (SMW)	\$ 169	1.8%	\$ 41,714	-	0	\$ 4,171	25	\$ 12,514	74	\$
Acoustics (SMW)	\$ 169	1.3%	\$ 29,796	-	0	\$ 2,980	18	\$ 8,939	53	\$
Environmental Services (EDI)	\$ 136	2.5%	\$ 58,040	\$ 19,760	144	\$ 9,010	70	\$ 9,370	70	\$
Cost Estimating (CCS)	\$ 182	4.1%	\$ 95,431	-	0	\$ 18,758	103	\$ 36,060	198	\$
		100.0%	\$ 2,314,678	\$ 131,275	747	\$ 248,581	1,410	\$ 458,905	2,589	\$
<b>ADDITIONAL SERVICE ALLOWANCE</b>										
Permit Management Services (Map Strategies)	\$ 364	1.8%	\$ 8,725	\$ -	0	\$ -	0	\$ -	0	\$
Estimated Permit Fees (Map Strategies)	\$ -	13.2%	\$ 65,000	\$ -	0	\$ -	0	\$ -	0	\$
Estimated Self-Cert Permit Fee (Gensler)	\$ 250	1.0%	\$ 5,000							
Fee for 3 additional Permit Meetings with City, if needed (Gensler)	\$ 250	0.6%	\$ 3,000							
Existing Conditions Survey (Gensler)	\$ 176	3.9%	\$ 19,150	\$ 19,150	109	\$ 10,020	56	\$ 11,290	66	\$
Swing Space Design/Implementation (Gensler)	\$ 180	18.8%	\$ 92,520	\$ 12,470	71	\$ 7,200	40	\$ 10,800	60	\$
Swing Space Design/Implementation (dbHMS)	\$ 178	9.2%	\$ 45,360	\$ 1,440	8	\$ 1,788	11	\$ 5,363	32	\$
Swing Space Design/Implementation (SMW)	\$ 167	3.6%	\$ 17,878							
Environmental Services CA Oversight (EDI)	\$ 104	11.3%	\$ 55,750							
Lighting Design (DBHMS)	\$ 180	14.9%	\$ 73,440	\$ 1,440	8	\$ 7,200	40	\$ 21,600	120	\$
Commissioning (DBHMS)	\$ 180	18.5%	\$ 91,080	\$ 2,880	16	\$ 7,200	40	\$ 7,200	40	\$
Decarb/Electrification (DBHMS)	\$ 180	3.1%	\$ 15,120	\$ 1,440	8	\$ 2,880	16	\$ 3,600	20	\$
		100.0%	\$ 492,023	\$ 38,820	220	\$ 36,288	203	\$ 59,853	338	\$

Project P

**Exhibit 5**  
**MBE/WBE Utilization Plan**



Date: July 22, 2025

TO: Raffi Sarrafian, Chief Procurement Officer  
 Office of the Chief Procurement Officer

FROM: \_\_\_\_\_  
 Nicole N. Mandeville, Managing Deputy Chief Procurement Officer  
 Business Enterprise Development  
 Office of the Chief Procurement Officer

RE: Contract No. 2215-02094  
 Architectural and Engineering Services for Corporate Portfolio – Renovation of County Building 4th, 7th and 8th Floors  
 RFQ: Professional Services  
 Contractor: Gensler Architecture, Design & Planning P.C.  
 Bureau of Asset Management  
 Contract Value: \$2,806,700.00  
 Contract Term: 10/1/2025 – 9/30/2030 with two (2) one (1) year renewal options  
 Participation Goal: 35% MWBE participation

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has reviewed this contract for compliance with the Minority and Women owned Business Enterprises (MBE/WBE) Ordinance. After careful review of our records as reported by the vendor, it has been determined the vendor is in compliance with the MBE/WBE Ordinance.

**Utilization Plan – Original Award (Based on Original Award contract value of \$2,806,700.00)**

<b><u>Subcontractor</u></b>	<b><u>MWBE Status</u></b>	<b><u>Certifying Agency</u></b>	<b><u>Commitment (Direct)</u></b>	
Nest Builders Inc. dba dbHMS	MBE HA M	City of Chicago	27.99%	\$785,480.00
Rubinos & Mesia Engineers, Inc.	MBE AAPI M	Cook County	2.46%	68,949.00
CCS International, Inc.	MBE AAPI M	City of Chicago	3.40%	95,431.00
Environmental Design Intl, Inc.	WBE AA F	City of Chicago	4.05%	113,790.00
MAP Strategies, LLC	WBE C F	Cook County	2.63%	73,725.00
<b>Total:</b>			<b>40.53%</b>	

The Center of Business Enterprise Development has been advised by the Requesting Department that there are no other contracts that are being recommended for the award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

JC/db

CC: Robert Stuart, Office of the Chief Procurement Officer  
 Terrea Cosby, Bureau of Asset Manager  
[www.cookcountyil.gov](http://www.cookcountyil.gov)

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: Nest Builders, INC dba dbHMS  
 Address: 303 W Erie Street, Suite 510 Chicago, IL 60654  
 E-mail: brubach@dbHMS.com  
 Contact Person: Benjamin Rubach Phone: 312-915-0557  
 Dollar Amount Participation: \$ 785,480.00  
 Percent Amount of Participation: 27.99 %  
 \*Letter of Intent attached?      Yes X      No \_\_\_\_\_  
 \*Current Letter of Certification attached?      Yes x      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 \*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_  
 \*Current Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

*Attach additional sheets as needed.*

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



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

APR 29 2024

Victor Avila  
 Nest Builders, Inc. d/b/a dbHMS  
 306 West Erie Street, Suite 600  
 Chicago, IL 60654

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Avila:

We are pleased to inform you that **Nest Builders, Inc. d/b/a dbHMS** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **April 1, 2024** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of April 1<sup>st</sup>**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of April 1<sup>st</sup>**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

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

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

**NAICS Code(s):**

**541330 - Engineering Design Services**

**541350 - Building Inspection Services**

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Tammi Morgan  
Contracting Equity Officer

TM/sl



**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Rubinos & Mesia Engineers, Inc. Certifying Agency: Cook County  
 Contact Person: Farhad Rezai Certification Expiration Date: June 2, 2027  
 Address: 200 S. Michigan Ave., Suite 1500 Ethnicity: Asian-Indian-American  
 City/State: Chicago, IL Zip: 60604 Bid/Proposal/Contract #: RFQ No. 2215-02094  
 Phone: 312-870-6600 Fax: \_\_\_\_\_ FEIN #: 36-3164138  
 Email: FRezai@RME-i.com  
 Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?  
 No  Yes – Please attach explanation. Proposed Subconsultant(s): \_\_\_\_\_

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

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:  
 \_\_\_\_\_  
\$68,949.00, 2.46%  
 \_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subconsultant remaining compliant with all relevant credentials, codes, ordinances and statutes required by Consultant, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]  
 Signature (M/WBE)  
Farhad Rezai  
 Print Name  
Rubinos & Mesia Engineers, Inc.  
 Firm Name  
07/14/2025  
 Date

[Signature]  
 Signature (Prime Bidder/Proposer)  
Brett Taylor  
 Print Name  
Gensler Architecture Design and Planning  
 Firm Name  
07/14/2025  
 Date

Subscribed and sworn before me  
 this 14 day of July, 2025  
 Notary Public [Signature]

Subscribed and sworn before me  
 this 14 day of July, 2025  
 Notary Public Rose Soldo



SEAL





**COOK COUNTY**  
OFFICE OF THE  
Chief Procurement  
Officer

161 N. Clark  
Suite 2300  
Chicago, Illinois 60601

June 24, 2025

Nihar D Shah, President  
Rubinos & Mesia Engineers, Inc.  
200 S. Michigan Ave. - Suite 1500  
Chicago, IL 60604

**Annual Certification Renewal: June 2, 2026**

Mr. Shah,

Congratulations! Your firm's Change in Ownership has been approved and the firm maintains continued eligibility for Certification as a **Minority Business Enterprise (MBE)**, by Cook County Government. This certification does not expire; however, you must re-validate your firm's certification annually.

In the past, we have provided annual letters, this practice will no longer continue given that your firm will remain certified indefinitely based on your compliance to programmatic requirements. Please refer to this letter, the Vendor Directory, and your account dashboard for evidence of certification.

As a condition of continued Certification, you must file a No Change Affidavit within **ninety (90) calendar days prior** to the date of the annual renewal. Failure to file this affidavit may result in the removal of your Certification. You must notify Cook County's Office of the Chief Procurement Officer of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

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

This firm is Certified under the following commodity codes/area(s) of specialty:

**NAICS Codes:**

- 541330 – Engineering Services**
- 236220 – Construction Management: Commercial and Institutional Building Construction**
- 237110 – Construction Management: Water and Sewer Line; Construction Management: Water and Sewage Treatment Plant**
- 237310 – Highway, Street, and Bridge Construction**
- 237990 – Construction Management, Mass Transit**
- 541310 – Architectural Services**
- 541611 – Administrative Management and General Management Consulting Services Providing Program and Project Management Administrative Services**

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,  
Certification Division

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: CCS International, Inc. Certifying Agency: City of Chicago  
 Contact Person: Clive Bransby Certification Expiration Date: 11/15/23  
 Address: 1815 S. Meyers Road, Ste. 1070 Ethnicity: Asian  
 City/State: Oakbrook Terrace IL Zip: 60181 Bid/Proposal/Contract #: 2215-02094  
 Phone: 630.678.0808 Fax: n/a FEIN #: 36-3121876  
 Email: cbransby@CCSdifference.com  
 Participation:  Direct  Indirect

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

No  Yes – Please attach explanation. Proposed Subconsultant(s): \_\_\_\_\_

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

\_\_\_\_\_

Cost Estimating Services

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\$95,431.00, 3.40%

\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subconsultant remaining compliant with all relevant credentials, codes, ordinances and statutes required by Consultant, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]  
 Signature (M/WBE)  
Clive Bransby  
 Print Name  
CCS International, Inc.  
 Firm Name  
07/14/2025  
 Date

[Signature]  
 Signature (Prime Bidder/Proposer)  
Brett Taylor  
 Print Name  
Gensler Architecture Design and Planning  
 Firm Name  
07/14/2025  
 Date

Subscribed and sworn before me  
 this 14 day of July, 2025  
 Notary Public \_\_\_\_\_

Subscribed and sworn before me  
 this 14 day of July, 2025  
 Notary Public Rose Soldo

SEAL





CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

NOV 01 2023

Ian Parr  
 CCS International, Inc.  
 1815 S. Meyers Rd., Suite 1070  
 Oakbrook Terrace, IL 60181

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Parr:

We are pleased to inform you that **CCS International, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **October 15, 2023** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of October 15<sup>th</sup>**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of October 15<sup>th</sup>**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

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

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

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

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

**NAICS Code(s):**

**541990 – All Other Professional, Scientific, and Technical Services**


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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Tammi Morgan  
Contracting Equity Officer

TM/etm 

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: Environmental Design International inc.

Address: 33 W. Monroe St. Suite 1825, Chicago, IL. 60603

E-mail: lsawyer@envdesigni.com

Contact Person: Leslie J. Sawyer Phone: 312-345-1400

Dollar Amount Participation: \$ \$113,790.00

Percent Amount of Participation: 4.05% %

\*Letter of Intent attached? Yes  No

\*Current Letter of Certification attached? Yes  No

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

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

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

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

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

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

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

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

*Attach additional sheets as needed.*

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

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Environmental Design International inc. Certifying Agency: City of Chicago  
 Contact Person: Leslie J. Sawyer Certification Expiration Date: 06/15/2025  
 Address: 33 W. Monroe St. Suite 1825 Ethnicity: African American  
 City/State: Chicago, IL. Zip: 60603 Bid/Proposal/Contract #: RFQ 2215-02094  
 Phone: 312-345-1400 Fax: \_\_\_\_\_ FEIN #: 36-3759119  
 Email: lsawyer@envdesigni.com  
 Participation:  Direct  Indirect

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

No  Yes – Please attach explanation. Proposed Subconsultant(s): \_\_\_\_\_

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

Professional Industrial Hygiene Services  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\$113,790.00, 4.05%  
 \_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subconsultant remaining compliant with all relevant credentials, codes, ordinances and statutes required by Consultant, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

*Leslie J. Sawyer*  
 Signature (M/WBE)

Leslie J. Sawyer  
 Print Name

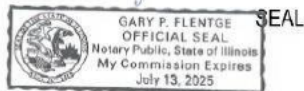
Environmental Design International inc.  
 Firm Name

07/14/2025  
 Date

Subscribed and sworn before me

this 14 day of July, 2025

Notary Public *Gary P. Flentge*



*Brett Taylor*  
 Signature (Prime Bidder/Proposer)

Brett Taylor  
 Print Name

Gensler Architecture Design and Planning  
 Firm Name

07/14/2025  
 Date

Subscribed and sworn before me

this 14 day of July, 2025

Notary Public Rose Soldo





**Illinois Commission on Equity and Inclusion**  
 Nina Harris, Chairperson  
 Alexandria Wilson, Acting Executive Director  
 115 South LaSalle Street, Suite 4N, Chicago, IL 60603

12/09/2024

Environmental Design International, Inc.  
 33 W. Monroe St., Ste. 1825  
 Chicago, Illinois, 60603  
 Re: Be Enrolled Business Enterprise Program Certification

Dear Leslie J. Sawyer,

Congratulations, your business qualifies for enrolment in the new Be Enrolled Business Enterprise Program certification (BE BEP)! The Commission on Equity and Inclusion (CEI) was created to maximize supplier diversity, equity, and inclusion by ensuring access to contracting opportunities by developing procedures and initiatives that make procurement processes inclusive, fair, and equitable while providing support, education, and mentorship. CEI established the BE BEP certification to ensure the seamless activation of a reciprocal certification and reduce duplicative red tape.

#### **BE BEP Partners**

Chicago Transit Authority (CTA)  
 City of Chicago  
 Cook County  
 Illinois Department of Transportation  
 METRA  
 PACE

CEI enrolled your business in the BE BEP certification based on the diversity certification one of the partners listed above issued. Activating your BE BEP certification has several benefits. Businesses certified through BE BEP will be listed in the CEI's certified vendor directory, ensuring visibility amongst State procurement professionals and potential prime vendors. The BEP certification is recognized by various municipalities and organizations, aligning with their supplier diversity initiatives. Best of all, certification is free!

#### **Host Agency: IDOT**

**Certification Type:** Women/Minority Business Enterprise

**Certification Date:** 12/06/2024

**Certification Expiration Date:** 12/06/2025

**Certification Renewal Date:** 12/06/2025

CEI will activate your BE BEP certification based on your host agency's diversity certification. The duration and commodity codes for the newly activated BE BEP certification will match the existing certification held with the BE BEP partner. If applicable, the North American Industry Classification System (NAICS) codes provided by the host agency will be translated to National Institute of Government Purchasing (NIGP) commodity codes using CEI's crosswalk

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

907 - 40 - Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting, 910 - 40 - Inspection, Monitoring of Insulation and Asbestos Installation and Removal Services, 918 - 13 - Asbestos Consulting, 918 - 43 - Environmental Consulting, 920 - 33 - Mapping and Geographical Information Systems (GIS) Services, Digitized, Cartography (See 962-52 for Standard Mapping Services), 925 - 17 - Civil Engineering, 925 - 23 - Dam Engineering, 925 - 28 - Drainage Engineering, 925 - 33 - Engineer Services, Professional (Inactive, effective January 1, 2016), 925 - 35 - Environmental Engineering, 925 - 36 - Engineering Services (Not Otherwise Classified), 925 - 44 - General Construction: Management, Scheduling, Cost Estimation Engineering, 925 - 49 - Highways, Streets, Airport Pay-Parking Lots Engineering, 925 - 51 - Hazardous Waste Engineering Services, Including Remedial Investigations and Feasibility Studies for Waste Sites, 925 - 58 - Irrigation; Drainage; Flood Control Engineering, 925 - 61 - Land Development and Planning Engineering, 925 - 70 - Municipal Engineering, 925 - 83 - Sanitary Engineering, 925 - 86 - Surveyor Services, Land, 925 - 93 - Traffic and Transportation Engineering, 926 - 14 - Air Pollution Control Services, Including Data Collection Research and Development, etc., 926 - 58 - Lead and Asbestos Inspection Services, 926 - 78 - Remediation Services, Environmental, Including Rehabilitation Services Hazardous Waste and Mold Remediation, 958 - 15 - Building and Facilities Management Services, 962 - 52 - Mapping and Geographical Information Systems (GIS) Services, Including Cartography and Surveying Services, Not Aerial, (See 920-33 for Digitized Mapping Services and 905-10 for Aerial Mapping and Survey Services), 968 - 47 - Inspection Services, Construction Type

Your firm will only appear in the database of BEP-certified vendors in the NIGP codes listed above, **so please review the list carefully to ensure that all relevant NIGP codes are included.**

Vendors must maintain their certification and comply with the rules of their host agency to maintain an active BE BEP certification. If the host agency's certification expires or the host agency suspends a vendor's bidding privileges, the BE BEP certification will also expire or be suspended. CEI's BEP certification unit will email vendors to update their BE BEP certification 90 days before their host agency and BE BEP certifications expire.

Be BEP-certified vendors are encouraged to notify BEP within two weeks if any of the following changes occur:

- Ownership changes
- Changes in control.
- Changes in the host agency's certification status.

Four chief procurement officers (CPOs) exercise the State of Illinois' procurement authority. Each CPO has a separate bulletin that publishes the State's solicitations and bidding opportunities for each portfolio. CEI strongly recommends that all State-certified vendors register with each procurement bulletin to ensure notification of all relevant prime and subcontractor bidding opportunities.

#### CPO Procurement Websites

- The Chief Procurement Officer of General Services (CPO-GS) oversees the purchases of goods and services for roughly 65 State agencies, boards, and commissions. Learn more about CPO-GS at <https://cpo-general.illinois.gov/>.
- The Chief Procurement Officer of Higher Education (CPO-HE) oversees purchasing by State universities. Learn more about CPO-HE at <https://cpo-highered.illinois.gov/>.
- The Chief Procurement Officer of the Capital Development Board (CPO-CDB) oversees vertical construction and construction-related services purchase. Learn more about CPO-CDB at <https://cpo-cdb.illinois.gov/>.
- The Chief Procurement Officer of the Illinois Department of Transportation (CPO-IDOT) oversees horizontal construction and construction-related services purchases. Learn more about CPO-IDOT at <https://cpo-dot.illinois.gov/>.

CEI welcomes your participation in BEP and wishes you continued success. If you have any questions or comments, please email [CEI.BEP.Certification@illinois.gov](mailto:CEI.BEP.Certification@illinois.gov) or call (312) 814-4190.

Sincerely,



Carlos Gutierrez Certification  
Manager



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

JUN 18 2020

Leslie J. Sawyer  
 Environmental Design International, Inc.  
 33 W. Monroe St., Suite 1825  
 Chicago, IL 60603

Dear Ms. Sawyer:

We are pleased to inform you that **Environmental Design International, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** and **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **WBE/MBE** certification is valid until **6/15/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **6/15/2021, 6/15/2022, 6/15/2023 and 6/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **6/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **4/15/2025**.

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

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

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

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

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

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

**NAICS Code(s):**

**541330 - Engineering services**

**541350 - Building inspection services**

**541370 - Surveying and mapping services (except geophysical)**

**541620 - Environmental consulting services**

**561210 - Facility Support Services**

**562910 - Remediation Services**

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews  
Chief Procurement Officer

SEA/kr

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: MAP Strategies, LLC Certifying Agency: Cook County Government  
 Contact Person: Heather Morrison Certification Expiration Date: 10.6.2024  
 Address: 181 W. Madison St., Ste. 3815 Ethnicity: White  
 City/State: Chicago, IL Zip: 60602 Bid/Proposal/Contract #: \_\_\_\_\_  
 Phone: 312-345-6277 Fax: \_\_\_\_\_ FEIN #: 47-2094050  
 Email: hmorrison@map-strategies.com  
 Participation:  Direct  Indirect

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

No  Yes – Please attach explanation. Proposed Subconsultant(s): \_\_\_\_\_

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

**Permit Management and Expediting and Code Consulting Services**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:  
**\$73,725.00, 2.63%**

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subconsultant remaining compliant with all relevant credentials, codes, ordinances and statutes required by Consultant, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

  
 Signature (M/WBE)

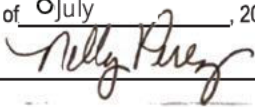
Heather Morrison  
 Print Name

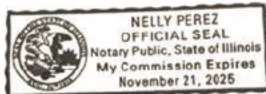
Morrison Architectural Planning Strategies, LLC  
 Firm Name

07/14/2025  
 Date

Subscribed and sworn before me

this 14 day of July, 2025

Notary Public 



SEAL

  
 Signature (Prime Bidder/Proposer)

Brett Taylor  
 Print Name

Gensler Architecture Design and Planning  
 Firm Name

07/14/2025  
 Date

Subscribed and sworn before me

this 14 day of July, 2025

Notary Public Rose Soldo





**TONI PRECKWINKLE**  
PRESIDENT  
Cook County Board  
of Commissioners

TARA STAMPS  
1st District

VACANT  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

MONICA GORDON  
5th District

DONNA MILLER  
6th District

ALMA E. ANAYA  
7th District

ANTHONY QUEZADA  
8th District

MAGGIE TREVOR  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DEGNEN  
12th District

JOSINA MORITA  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

FRANK AGUILAR  
16th District

SEAN M. MORRISON  
17th District

OFFICE OF CONTRACT COMPLIANCE  
**Nicole Mandeville**  
DIRECTOR, CONTRACT COMPLIANCE  
161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

October 25, 2024

Heather Morrison  
Morrison Architectural Planning Strategies, LLC DBA MAP Strategies LLC  
181 W Madison St  
SUITE 3815  
Chicago, IL 60606

**Annual Certification Renewal: October 6, 2025**

Dear Ms. Morrison:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)**, by Cook County Government. This certification does not expire; however, you must re-validate your firm's certification annually.

In the past, we have provided annual letters, this practice will no longer continue given that your firm will remain certified indefinitely based on your compliance to programmatic requirements. Please refer to this letter, the Vendor Directory, and your account dashboard for evidence of certification.

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days** prior to the date of the annual renewal. Failure to file this affidavit may result in the removal of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

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

This firm is Certified under the following commodity codes/area(s) of specialty:

- NAICS 518210: AUTOMATED DATA PROCESSING SERVICES
- NAICS 541320: CITY PLANNING SERVICES
- NAICS 541320: LAND USE DESIGN SERVICES
- NAICS 541320: LAND USE PLANNING SERVICES
- NAICS 541320: URBAN PLANNING SERVICES
- NAICS 541410: INTERIOR DESIGN CONSULTING SERVICES
- NAICS 541611: ADMINISTRATIVE MANAGEMENT CONSULTING SERVICES
- NAICS 541611: GENERAL MANAGEMENT CONSULTING SERVICES
- NAICS 541611: SITE LOCATION CONSULTING SERVICES
- NAICS 541611: SITE SELECTION CONSULTING SERVICES
- NAICS 541611: STRATEGIC PLANNING CONSULTING SERVICES
- NAICS 541618: UTILITIES MANAGEMENT CONSULTING SERVICES
- NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES
- NAICS 541690: BUILDING ENVELOPE CONSULTING SERVICES
- NAICS 541690: ENERGY CONSULTING SERVICES
- NAICS 541690: SAFETY CONSULTING SERVICES
- NAICS 561410: DESKTOP PUBLISHING SERVICES (I.E., DOCUMENT PREPARATION SERVICES)
- NAICS 561410: DOCUMENT PREPARATION SERVICES
- NAICS 561410: DOCUMENT TRANSCRIPTION SERVICES
- NAICS 561410: LETTER WRITING SERVICES
- NAICS 561410: TRANSCRIPTION SERVICES
- NAICS 926150: BUILDING INSPECTIONS, GOVERNMENT
- NAICS 926150: CONCILIATION AND MEDIATION SERVICES, GOVERNMENT
- NAICS 926150: LICENSING AND PERMIT ISSUANCE FOR BUSINESS OPERATIONS, GOVERNMENT
- NAICS 926150: MEDIATION AND CONCILIATION SERVICES, GOVERNMENT
- NAICS 926150: STANDARDS, SETTING AND MANAGEMENT, AGENCIES, GOVERNMENT

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

The Office of Contract Compliance

**Exhibit 6**  
**Insurance Requirements**



# CERTIFICATE OF LIABILITY INSURANCE

3/1/2026

DATE (MM/DD/YYYY)

3/14/2025

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1550235 GENSLER 500 SOUTH FIGUEROA STREET LOS ANGELES CA 90071 CHICAGO	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER B: Zurich American Insurance Company	16535
	INSURER C: Lloyds of London	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21084277 REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO0081063	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP3707221	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUP-0T141080	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC0081062	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	B0146LDUSA2500176	4/1/2025	4/1/2026	\$2,000,000 PER CLAIM/ \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
RE: GENERIC SAMPLE CERTIFICATE - FOR INFORMATIONAL PURPOSES ONLY.

### CERTIFICATE HOLDER

21084277  
GENSLER  
11 EAST MADISON STREET  
CHICAGO IL 60602

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

# Insurance

Gensler’s insurance limits typically meet or exceed the limits requested by our clients. The following is a breakdown of Gensler’s standard coverages:

Commercial General Liab.	\$1,000,000 per occurrence and \$2,000,000 annual aggregate
Auto Liability	\$1,000,000 combined single limit
Workers Compensation	Meets all state requirements
Employer’s Liability	\$1,000,000 per claim and annual aggregate
Umbrella/Excess Liability	\$1,000,000 per occurrence and annual aggregate
Professional Liability	\$2,000,000 per claim and annual aggregate

*Note: Gensler will provide a custom certificate upon execution of a definitive contract.*

# Exhibit 6

## Insurance Requirements

### Insurance Requirements

The Consultant, 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 Consultant's responsibility for payment of damages resulting from its operations under this Contract.

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

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

### Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella 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:       \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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.

(b) **Insurance Notices**

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

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract 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 the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

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

**Exhibit 7**  
**Notarized Statement**

Qualifications for Ar  
8<sup>th</sup> Floors, County Bu

Respondent: Gensle

The Respondent to  
clarifications in writi  
provide an informec  
and County response

The following namec

Brett Taylor  
NAME

NAME

NAME

NAME

NAME

NAME

The Undersigned wa

PART 5

# Notarized Statement

**Exhibit 8**  
**Identification of Subcontractors/Suppliers/Subconsultants**

**Exhibit 9**  
**License or Certification of Consulting/Architectural/Engineering Services**

**PART 1 CERTIFICATION**

RESPONDENT TO COMPLETE SECTIONS BELOW

(Copy and paste from below onto Letterhead for Part 6 Notarized Statement with all blanks filled in accordingly)

QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR  
**Architectural and Engineering Services for Corporate Portfolio Renovation 4<sup>th</sup>, 6<sup>th</sup>, and 8<sup>th</sup> Floors, County Building**

Respondent: Gensler Architecture, Design and Planning

**CONTACT:**

Individual who will be the contact with the County and be authorized to make decisions on behalf of the Respondent during the RFQ process.

Name: Brett Taylor Title: Principal

Email: brett\_taylor@gensler.com Telephone No: 312.898.9218

**A/E & PROJECT MANAGER/POINT OF CONTACT**

INCLUDE THE FOLLOWING INDIVIDUALS ON THE KEY PERSONNEL SHEET  
Designated Architect of Record (w/ Respondent firm) for this Project:  
(if applicable)

NAME OF INDIVIDUAL

Linda Mysliwicz

Michael Parlett

001.020512

001.022577

IL LICENSE NO.

Respondent's

NAME OF INDIVIDUAL

Linda Mysliwicz

EXCEPTIONS (If any, list questions below)

The Respondent agrees to the Agreement has no conflict with the Project. Any conflict with the Respondent's

Does the Respondent have any conflict with the Respondent's

**CERTIFICATION**

The Respondent certifies that the information provided in the RFQ, all key personnel, and the Respondent's qualifications are true and correct, and that the Respondent is providing services to the County of Cook, Illinois, except as stipulated in the RFQ.

**INITIALS OF AUTHORIZED PERSONNEL**

**CERTIFICATION**

The Respondent certifies that the information provided in the RFQ, all key personnel, and the Respondent's qualifications are true and correct, and that the Respondent is providing services to the County of Cook, Illinois, except as stipulated in the RFQ.

**AUTHORIZED PERSONNEL**

(end of form)

**Exhibit 10**  
**SKIPPED INTENTIONALLY**

**Exhibit 11**  
**SKIPPED INTENTIONALLY**

**Exhibit 12**  
**Economic Disclosure Statement & Execution Forms**

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	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](http://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.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**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 subparagraphs (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 subparagraphs (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, 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](http://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](http://www.municode.com).

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

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

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

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

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
NONE	
_____	_____
_____	_____
_____	_____

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

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

a) Is Applicant a "Local Business" as defined above?  
 Yes:  No:

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

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
 Yes:  No:

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

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

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

**PERMANENT INDEX NUMBER(S):** NONE

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

OR:

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

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

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

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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 Gensler Architecture, Design & Planning, P.C.

D/B/A: Gensler FEIN # Only: 94-259210

Street Address: 11 E Madison Street, Suite 300

City: Chicago State: IL Zip Code: 60602

Phone No. (312) 456-0123 Fax Number: (312) 456-0124 Email: brett\_taylor@gensler.com

Cook County Business Registration Number: 20554257  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 184.0011866-0001

**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
Andrew P. Cohen	500 S Figueroa Street, Los Angeles, CA 90071	7.5%
Joseph Brancato	1700 Broadway #400, New York, NY 94105	6.5%
Diane Hoskins	2020 K Street NW, Washington, D.C. 20006	5.5%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Andrew P. Cohen	500 S Figueroa Street, Los Angeles, CA 90071	Co-CEO	Yearly Appointed
Diane Hoskins	2020 K Street NW Washington, D.C. 20006	Co-CEO	Yearly Appointed
Joseph Brancato	1700 Broadway #400, New York, NY 94105	Chairman	Yearly Appointed

**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.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

Brett Charles Taylor, AIA  
Name of Authorized Applicant/Holder Representative (please print or type)

Principal  
Title

Signature  
brett\_taylor@gensler.com  
E-mail address

October 3, 2025  
Date  
(312) 456-0123  
Phone Number

Subscribed to and sworn before me  
this 3rd day of October, 2025

My commission expires: 11/14/2028

X *Olga Benkart*  
Notary Public Signature





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

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

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

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

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

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

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

**Additional Definitions:**

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

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

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

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

Name of Person Doing Business with the County: Gensler Architecture, Design & Planning P.C.

Address of Person Doing Business with the County: 11 E. Madison Street, Suite 300, Chicago, IL 60602

Phone number of Person Doing Business with the County: (312) 456-0123

Email address of Person Doing Business with the County: brett\_taylor@gensler.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:  
Brett Charles Taylor, Principal, brett\_taylor@gensler.com

**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: 2215-02094

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,806,700.00

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: \_\_\_\_\_

Robert Stuart, Deputy CPO, robert.stuart@cookcountyil.gov

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: \_\_\_\_\_

Earl Manning, Director, robert.stuart@cookcountyil.gov

**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*
NOT APPLICABLE			

*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*
NOT APPLICABLE			

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*
NOT APPLICABLE			

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

NOT APPLICABLE

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

NOT APPLICABLE

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

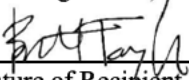
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--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

NOT APPLICABLE

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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

October 3, 2025  
 \_\_\_\_\_  
 Date

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

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

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

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

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

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

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

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

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

**I. Contract Information:**

Contract Number: 2215-02094

County Using Agency (requesting Procurement): Office of Procurement

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Gensler Architecture, Design & Planning, P.C.

Substantial Owner Complete Name: NOT APPLICABLE

FEIN# 94-259210

E-mail address: Brett\_Taylor@gensler.com

Street Address: 11 E Madison Street, Suite 300

City: Chicago State: IL Zip: 60602

**III. Compliance with Wage Laws:**

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

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

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Gensler Architecture, Design & Planning, P.C.  
Corporation's Name  
(312) 456-0123  
Telephone  
Secretary Signature

Kenneth Baker  
President's Printed Name and Signature  
Ken\_Baker@gensler.com  
Email  
October 3, 2025  
Date

Execution by LLC

LLC Name  
Date

\*Member/Manager Printed Name and Signature  
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name  
Date

\*Partner/Joint Venturer Printed Name and Signature  
Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature  
Date

Assumed Name (if applicable)  
Telephone and Email

Subscribed and sworn to before me this

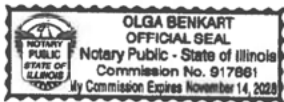
3rd day of October, 2025

Olga Benkart

Notary Public Signature

My commission expires: 11/14/2028

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 6  
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:

**Raffi Sarrafian**

Digitally signed by Raffi Sarrafian  
Date: 2026.02.11 10:30:42 -06'00'

\_\_\_\_\_  
Cook County Chief Procurement Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

*Brian Tracy*

1/8/2026

\_\_\_\_\_  
Assistant State's Attorney  
(Required on contracts over \$1,000,000)

\_\_\_\_\_  
Date

**CONTRACT TERM & AMOUNT**

2215-02094

Contract #

9/18/2025 - 9/17/2028 with two (2) one-year renewal options

Original Contract Term

\_\_\_\_\_  
Renewal Options (If Applicable)

\$2,810,700.00

Contract Amount

September 18, 2025

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS  
SEP 18 2025**

COM \_\_\_\_\_