

CHILDREN'S CENTER SUB-COMMITTEE

Tuesday, November 9, 2010

4:30 p.m.

Room 3500B

AGENDA

1. Call to Order
2. Roll Call
3. Approval of Minutes: October 19, 2010
4. Public Comment
5. Jpp-066-10 – Agreement between the County of DuPage, Illinois and Serena Sturm Architects, LTD for Professional Phase I Architectural Design Services for the Child Advocacy/Neutral Site Exchange Facility
7. Old Business
8. New Business
9. Adjournment

Notice: The following document has not been approved for accuracy and may be corrected, modified, or amended before final approval. Because it is being made available prior to final action, it should not be considered a true record of the meeting. It is not the official Minutes of the Committee or Board meeting, and cannot be relied on or used as an official record of the proceedings. Although the County of DuPage makes every effort to see that proper notes are taken at a meeting, and although draft Minutes are generally approved as submitted, changes and corrections are sometimes made before a final version is approved. The County therefore makes no warranty, express or implied, as to the contents of this document. Once Official Minutes have been approved, a copy can be obtained from the County Clerk.

MINUTES

Children's Center Sub-Committee Minutes October 19, 2010

The meeting was called to order by Chairman Healy.

Members present: John Curran
 Jim Healy
 Deb Olson
 Jim Zay

Members absent: Paul Fichtner
 Brien Sheahan

Other members present: Dirk Enger

Staff present: Patrick Dempsey, Children's Center
 Mary Keating, Community Services
 Kathy MacLennan, Facilities Management
 Sheila Murphy-Russell, Family Center
 Nancy Wolfe, State's Attorney's Office

Press: None

Public: Marty Sturm, Serena Sturm Architects

Approval of Minutes

Mbr. Zay moved, Mbr. Curran seconded to approve the minutes of October 12, 2010. All ayes.
Motion carried.

Public Comment

There was no public comment.

Presentation by Marty Serena

Marty Serena from Serena Sturm Architects gave a presentation on his company. A copy of the presentation is attached to and made part of these minutes. Mr. Serena explained the four steps that his company uses in a project:

1. Programming – clients needs – don't go to big and overbuild
2. Flexibility – few walls as possible
3. Open office
4. Minimize materials

Mr. Serena said that the closest building they built in the area was St. Francis High School. Nancy Wolfe, State's Attorney stated that she was a part of that project and that they came in under budget.

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Minutes – 10-19-10

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JPS-008-10

The amounts to this resolution were changed before the meeting so the committee did not vote on this.

Old Business

There was no old business.

New Business

Sheila Murphy-Russell passed out an Overview of the DuPage County Family Center for the committees review. She explained that they are paying approximately \$80,000 on rent and utilities per year at their current facility.

Jim Zay stated that EDP inspected the proposed site and stated that there are no wetland plants on the property.

Adjournment

With no further business remaining before the committee, the meeting was adjourned by Chairman Healy.

Respectfully submitted,

Lori Heipp

PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO. _____

REQUISITIONING AGENCY
 DuPage County Facilities Management

SHIP TO ADDRESS
 Same
 NAME

4021

REQUISITION NUMBER

421 N. County Farm Road

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

DATE

10/20/2010

FUND		AGENCY		VENDOR NUMBER		CASH ACCOUNT		DATE DUE		FOB	
409		424								Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION	COMMODITY/CONTRACT	UNIT PRICE	EXTENSION		
		4100				Professional Phase I professional architectural and engineering services for the Child Advocacy/Neutral Site					
						Site Exchange Facility to include project planning, program development, conceptual design, schematic design, design development, and LEED certification energy modeling for the period November 10, 2010 through February 28, 2011, for the flat fee sum of:			135,215.00		
						Project #1014255					
								TOTAL	\$135,215.00		

REMIT TO:

Serena Sturm Architects, Ltd., 401 N. Franklin Street, Suite 5E, Chicago, Illinois 60654

COMMITTEE APPROVAL

JPS Comm
 County Board

DATE

11/9/2010
 11/9/2010

PURCHASING DISTRIBUTION

RECORDED

DIRECTOR

BUYER

DATE

2010 OCT 27 AM 11:27

DEPARTMENT APPROVAL

10-27-10
 DATE

DEPARTMENT APPROVAL

DATE

DUPAGE COUNTY
 PURCHASING

RESOLUTION #

JPP-066-10

FORWARD WHITE AND CANARY COPIES TO PURCHASING. RETAIN PINK FOR DEPARTMENT COPY

FORM PR770 REV. 1199



PROCUREMENT REVIEW CHECKLIST

REQUISITION # _____

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST			
REQUISITION #	4021	CONTRACT TERM	11/9/10 - 2/28/11
DATE SUBMITTED	10/27/10	REQUESTING DEPT.	States Attorney/Facilities Management
VENDOR	Serena Sturm Architects, Ltd.	DEPT. CONTACT	Kathy MacLennan
VENDOR PHONE #	(312) 595 0370	CONTACT PHONE #	407-5700
DESCRIPTION OF PROCUREMENT / SCOPE OF WORK	Phase 1 architectural design services for the Child Advocacy/Neutral Site Exchange Facility.		
REASON FOR PROCUREMENT	Project planning, program development, conceptual design, schematic design, design development, and LEED certification energy modeling is necessary for design of the proposed Child Advocacy/Neutral Site Exchange Facility, prior to creation of construction documents.		
BACKGROUND (HISTORY)	The Children's Center sub-committee had recommended to JPS Committee award of a pre-design contract to Serena Sturm Architects, Ltd., approved at County Board 10/26/10. A subsequent agreement has been negotiated for the remaining phase 1 design tasks with Serena Sturm Architects, Ltd. in the amount of \$135,215.		

SOURCE OF FUNDING

- THIS PROCUREMENT WAS SPECIFICALLY BUDGETED FOR (FY & BUDGET CODE) 409-424-4100
- BUDGET TRANSFER (DATE) _____
- FUNDS FOR THIS PROCUREMENT HAVE BEEN IDENTIFIED IN BUDGET LINE _____

DECISION MEMO NOT REQUIRED

- THREE WRITTEN QUOTES (ATTACH QUOTATION EVALUATION SUMMARY)
- LOWEST RESPONSIBLE BIDDER PER BID # _____ (ATTACH BID TABULATION)
- PER COOPERATIVE PURCHASING AGREEMENT: _____
- INTERGOVERNMENTAL AGREEMENT
- PUBLIC UTILITY (EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (e) not suitable for competitive bidding)
- SOLE SOURCE (ATTACH SOLE SOURCE JUSTIFICATION FORM) - EXEMPT FROM BIDDING PER DU PAGE COUNTY PURCHASING ORDINANCE, ARTICLE 4-102(5)
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$35,000.00
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding. Explain below:

BASIS OF DECISION MEMO (ATTACH DECISION MEMO)

- EXPLANATION OF REQUEST FOR PROPOSAL (RFP) INSTEAD OF BID. MOST QUALIFIED OFFEROR PER PROPOSAL # _____ (INCLUDE EVALUATION SUMMARY WITH DECISION MEMO)
- PROFESSIONAL SERVICES PER 50 ILCS 510 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)
- OTHER PROFESSIONAL SERVICES
- EMERGENCY PROCUREMENT AUTHORIZED BY _____ DATE _____
- REQUEST WAIVER OF COUNTY BID RULES (ONLY ALLOWABLE TO STATUTORY LIMITS)
- OTHER THAN LOWEST RESPONSIVE, RESPONSIBLE BIDDER PER BID # _____

PREPARED BY <i>KM</i>	DATE <i>10-27-10</i>	RECOMMENDED FOR APPROVAL <i>Sen</i>	DATE <i>10-27-10</i>
REVIEWED BY			
BUYER	DATE	PROCUREMENT MANAGER	DATE
CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$15,000)	DATE	STATES ATTORNEY'S OFFICE (AS REQUIRED)	DATE
CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000)	DATE		DATE



This document is required for all Professional Service (3090) Contracts
all Contracts \$15,000 or greater or between \$5,000 and \$14,999 where 3 quotes are not feasible.

REQUISITION #	4021	REQUESTING DEPARTMENT	Facilities Management
VENDOR	Serena Sturm Architects, Ltd.	DEPARTMENT CONTACT	Kathy MacLennan
DATE SUBMITTED FOR REVIEW	10/27/10	CONTACT PHONE #	(630) 407-5700

ISSUE: Approve a contract purchase order for professional phase 1 architectural and engineering design services for the Child Advocacy/Neutral Site Exchange Facility to include project planning, program development, conceptual design, schematic design, design development, and LEED certification energy modeling.

BACKGROUND:

The JPS Committee created an Ad-Hoc Children's Center sub-committee to program, plan, review, and facilitate the construction of a new Child Advocacy/Neutral Site Exchange Facility on the County campus. Monies are identified per 55 ILCS 5/5-1101 (f-5) providing for a mandatory fee to be imposed in certain criminal cases to fund the Children's Advocacy Center. Multiple architectural firms were reviewed for the necessary architectural services needed for the programming and design of this facility and Serena Sturm Architects, Ltd. were selected for the phase 1 pre-design services.

The JPS Committee and County Board approved a pre-design contract to be issued to Serena Sturm Architects, Ltd. on October 26, 2010.

DISCUSSION:

A subsequent agreement has been negotiated with Serena Sturm Architects, Ltd. for the remaining phase 1 design tasks in the amount of \$135,215, to include project planning, program development, conceptual design, schematic design, design development, and LEED certification energy modeling.

OPTIONS (ITEMIZE):

1. Approve a contract purchase order to be awarded to Serena Sturm Architects, Ltd. for the flat fee of \$135,215, to provide phase 1 architectural and engineering design services for the Child Advocacy/Neutral Site Exchange Facility.
2. Select another consultant to perform these architectural services, however, the Children's Center sub-committee has determined that Serena Sturm Architects, Ltd. has the experience and qualified staff to provide these consulting services, and recommends approval of a contract in order to facilitate the design and construction of a new facility.

RECOMMENDATIONS:

Staff recommends that a contract purchase order be awarded to Serena Sturm Architects, Ltd. for the flat fee of \$135,215.00, to provide phase 1 architectural and engineering design services for the Child Advocacy/Neutral Site Exchange Facility.

FISCAL IMPACT (LIST CURRENT YEAR AND CONTRACT TOTAL IN ADDITION TO ANY NARRATIVE): Monies are budgeted for this contract in FY10 account 409-424-4100 Children's Center Building Construction.



Required Vendor Ethics Disclosure Statement

Company Name:	Serena Sturm Architects, Ltd.		
Company Contact:	Martin J. Serena	Contact Phone:	312-695-0310 x300
Bid/Contract/ PO:			

For this Disclosure "I me" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

A. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources.

I certify that I have not made a prohibited gift to the Chairman or any County Board Member or any County employee, or to the spouse or family member of any of them.

B. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

I have made the following campaign contributions within the last twelve months: (Reporting begins with contributions made on or after 1/12/10.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Attach additional sheets if necessary. Sign each added sheet and number each page ... (i) of ... (total pages).

C. I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified offeror, or result in the voiding of any contract awarded to me by the County, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

- D. Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to County action, whichever is sooner
 - 30 days prior to the optional renewal of any contract
 - Annual disclosure for multi-year contracts
 - With any request for change order except those issued by the County for administrative adjustments.

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Authorized Signature

Martin J. Serena

Printed Name

Martin J. Serena

Title

Principal

Date

10/15/10

Page 1 of _____

R E S O L U T I O N

JPp-066-10

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND SERENA STURM ARCHITECTS, LTD.
FOR PROFESSIONAL PHASE I ARCHITECTURAL DESIGN SERVICES
FOR THE CHILD ADVOCACY/NEUTRAL SITE EXCHANGE FACILITY

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to provide, operate, maintain, and keep in repair necessary COUNTY buildings and to enter into agreements for those purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1108 (55 ILCS 5/5-1108); and

WHEREAS, the COUNTY requires professional architectural phase I design services to provide project planning, program development, conceptual design, schematic design, and design development for the construction of a child advocacy/neutral site exchange facility; and architectural services to be provided;

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional architectural services and is willing to perform the required services for an amount not to exceed \$135,215.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Procedures and Guidelines, and

WHEREAS, the Judicial Public Safety Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County and Serena Sturm Architects, Ltd. is hereby accepted and approved in an amount not to exceed \$135,215.00 and that the

Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to Serena Sturm Architects, Ltd., 401 N. Franklin Street, Suite 5E, Chicago, Illinois, 60654; State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and three (3) copies to the DuPage County Facilities Management.

Enacted and approved this 9th day of November, 2010 at Wheaton, Illinois.

BY: _____

ROBERT J. SCHILLERSTROM
CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST BY: _____

GARY A. KING
COUNTY CLERK

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND SERENA STURM ARCHITECTS, LTD.
FOR PROFESSIONAL PHASE I ARCHITECTURAL DESIGN SERVICES
FOR THE CHILD ADVOCACY/NEUTRAL SITE EXCHANGE FACILITY

AGREEMENT, made this 9th day of November, 2010 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Serena Sturm Architects, Ltd., licensed to do business in the State of Illinois, with offices at 401 N. Franklin Street, Suite 5E, Chicago, Illinois, 60654; (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to provide, operate, maintain, and keep in repair necessary COUNTY buildings and to enter into agreements for those purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1108 (55 ILCS 5/5-1108); and

WHEREAS, the COUNTY requires professional architectural phase I design services to provide project planning, program development, conceptual design, schematic design, and design development for the construction of a child advocacy/neutral site exchange facility; and architectural services to be provided;

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional architectural services and is willing to perform the required services for an amount not to exceed \$135,215.00; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.
- 2.4 If the CONSULTANT, or CONSULTANT'S employees, is called to testify as expert

witnesses by the COUNTY concerning the CONSULTANT'S work pursuant to this AGREEMENT, or any matter related thereto, a separate agreement shall be entered into with respect to such testimony.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Deputy Director of Facilities Management, (hereinafter referred to as the "DEPUTY DIRECTOR"), in the form of a written notice to proceed following execution of the contract by the County Board Chairman.
- 3.2 In addition to the Notice to Proceed, the DEPUTY DIRECTOR, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any sub consultant(s) to complete COUNTY-ordered technical or professional tasks or work.
- 4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that

he/she/they/it (the sub consultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by February 28, 2011, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 COMPENSATION

- 6.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this contract. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

- 6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$135,215.00. This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 6.3 For work performed, the COUNTY shall pay CONSULTANT in accord with the Schedule of Fees attached and incorporated hereto as Exhibit "B." The CONSULTANT may not charge the COUNTY for direct expenses not provided for in the Schedule of Fees.
- 6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 6.4.a For all direct expenses more than \$25, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.
- 6.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the work performed

for each task and the percentage completed for each task.

- 6.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "C" of this AGREEMENT, final payment shall be made to the CONSULTANT.
- 6.8 The County reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.
- 6.9 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the

responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub consultants of the revised rates of wages.

6.10 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130), are required to be accompanied by the applicable certified Transcript of Payroll forms for acceptance.

7.0 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination, or when the DEPUTY DIRECTOR directs, the deliverables specified in Exhibit "C" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a Worker's Compensation Insurance in the statutory amounts.

8.1.b Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand (\$500,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including

contractual liability) with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence, and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million (\$1,000,000) dollars for any one person and one million (\$1,000,000) dollars for any one occurrence of bodily injury or property damage in the aggregate annually.

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million (\$1,000,000) dollars during the term of this AGREEMENT. In addition coverage shall be provided in the minimum amount of one million (\$1,000,000) dollars in the form of an additional endorsement for a period of three (3) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide endorsements at the beginning of each year evidencing same.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY, copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements, before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and

take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

8.4 CONSULTANT'S insurance required by Paragraphs 8.1.c, above, shall name the COUNTY, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state: "The County of DuPage, its officers, employees and agents are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The County does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT'S, and sub consultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County.
- 10.2 The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub consultants.

11.0 BREACH OF CONTRACT

- 11.1 Either Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for

termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY

- 13.1 The CONSULTANT, and sub consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) February 28, 2011, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before February 28, 2011.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination.

However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, above.

15.3 The term for performing this AGREEMENT may be amended by a change order, or other County designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

Serena Sturm Architects, Ltd.
401 N. Franklin Street, Suite 5E
Chicago, Illinois 60654
Attn: Marty Serena
Principal

County of DuPage
Department of Facilities Management
421 North County Farm Road
Wheaton, Illinois 60187

ATTN: Kathy MacLennan
Deputy Director

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m.CST or CDT Monday -Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce

any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event, the COUNTY can not secure access for the CONSULTANT; the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall

be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY'S request, may assist COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT'S agents or employees to sign such manifests; or (s) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY'S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

SERENA STURM ARCHITECTS, LTD.

BY: _____
ROBERT J. SCHILLERSTROM
CHAIRMAN, DUPAGE COUNTY BOARD

BY: Marty Serena
MARTY SERENA
PRINCIPAL

ATTEST BY:

ATTEST BY:

GARY A. KING, COUNTY CLERK

Sandra J. Heinz
NAME: Sandra J. Heinz
TITLE: Administrative Assistant

EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for professional phase I architectural design services to provide project planning, conceptual design, schematic design, and design development for the construction of a child advocacy /neutral site exchange facility.

CONSULTANT will provide the following:

Project Planning and Feasibility

Stage 1 Pre-Design (Complete)

Stage 2 Concept Design

1. Master Planning Design Concepts will include preparation of scaled diagrammatic studies of the project components that serve to resolve requirements arising from the Program and Site evaluations.
2. Agency Review: Staff meeting with governing agencies to review findings.
3. LEED Assessment
4. Develop Partial Schematic Design based on approved Master Planning Concepts.
5. Prepare Preliminary Budget Outline
6. Develop Project Schedule
7. Prepare statement of probable cost.
8. Prepare for approval of the County Board a series of drawings (site plans, floor plans, elevations) illustrating the concept, scope, scale and relationships of the Project components on designated sites.
9. Agency Review: Meet with governing agencies
10. Presentation to Village Architectural Review Board

Schematic Design

1. Prepare detailed building code review.
2. LEED Assessment
3. Sign off of Schematic Design or Revised Schematic Design.

Design Development

1. LEED Assessment
2. Prepare and present for approval by the Client, documents consisting of drawings and other exhibits to fix and describe the size and character of the project: Architectural, structural, HVAC, plumbing and electrical systems, materials and such other elements as may be appropriate.
3. Prepare statement of probable cost.
4. Sign off of Design Development or revised Design Development.

LEED Certification

1. Project registration (by County)
2. Energy Modeling (Consultant)

EXHIBIT B

SCHEDULE OF FEES

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in Exhibit A, Scope of Work, in accordance with the following schedule of fees.

Stage 2 Concept Design	
Flat Fee-----	\$24,195.00
Schematic Design	
Flat Fee-----	\$29,680.00
Design Development	
Flat Fee-----	\$46,240.00
LEED Certification	
• USGBC Registration (by County)	
• Energy Modeling (by Consultant)	
Flat Fee-----	\$4,000.00
Agency Review and Presentation	
Flat Fee-----	\$2,000.00
Direct Expenses:	
Reimbursable Special Consultants	
Ecologist/Landscape Architect-----	\$6,800.00
Civil Engineer -----	\$7,000.00
Acoustician -----	\$1,500.00
Cost Consultant -----	\$7,700.00
AV/IT Consultant-----	\$5,100.00
Reimbursable allowance for	
Printing, Fedex, Telephone-----	\$1,000.00
Contract total not to exceed:-----	\$135,215.00

EXHIBIT C

DELIVERABLES

The following deliverables will be submitted to the County before completion of the contract.

Concept Design:

1. Scaled diagrammatic studies of the project components resolving requirements arising from the Program and Site evaluations.
2. Agency Review: Staff meeting with governing agencies to review findings.
3. LEED Assessment
4. Preliminary Budget Outline based on approved Master Planning Concepts.
5. Project Schedule
6. Statement of probable cost.
7. Site plans, floor plans, and elevations illustrating the concept, scope, scale and relationships of the Project components on designated sites.
8. Agency Review: Meet with governing agencies
9. Presentation to Village Architectural Review Board

Schematic Design

1. Detailed building code review.
2. LEED Assessment
3. Schematic Design or Revised Schematic Design.

Design Development

1. LEED Assessment
2. Documents consisting of drawings and other exhibits to fix and describe the size and character of the project: Architectural, structural, HVAC, plumbing and electrical systems, materials and such other elements as may be appropriate.
3. Statement of probable cost
4. LEED Certification Energy Modeling