

**CONTRACT FOR PROFESSIONAL SERVICES
COOK COUNTY DOCUMENT NO. 13-88-066**



PROFESSIONAL CONTRUCTION MANAGEMENT ADMINISTRATION SERVICES

FOR

John Stroger Hospital Campus

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

Faithful and Gould

**BOARD OF COMMISSIONERS
COUNTY OF COOK, IL
TONI PRECKWINKL, PRESIDENT**

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

MAY - 8 2013

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

THIS AGREEMENT ("Agreement") is made between the COUNTY OF COOK, ILLINOIS, a body politic and corporate of the State of Illinois (the "**COUNTY**," "**County**" or "**Owner**") and FAITHFUL + GOULD (herein referred to as the "**Consultant**") pursuant to authorization by the Cook County Board of Commissioners on _____ as evidenced by the Board authorization letter attached hereto as Appendix A. This Agreement provides for professional services for the following project: CONSTRUCTION MANAGEMENT ADMINISTRATION SERVICES FOR COOK COUNTY DEPARTMENT OF CORRECTIONS CAMPUS which is defined and described in Appendix B.

The County and the Consultant agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS

1.1 DEFINITIONS

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

- 1.1.1 "**Agreement**" means this Professional Services Agreement between the County and the Consultant for CMA services as herein stated in connection with the Project, together with the following Appendices and attachments incorporated herein by this reference: Appendix A, Board Authorization Letter; Appendix B, Description of Project and Project-Specific Scope of Work; Appendix C, Key Personnel; Appendix D, Subconsultants; Appendix E, Project Schedule; Appendix F Cost Loaded Schedule; Appendix G Special Conditions and Insurance Certificates; Appendix H Economic Disclosure Statement, including Certifications and Execution Forms.
- 1.1.2 "**Architect of Record**", "**AOR**" or "**Consultant**" means the licensed legal or other qualified entity retained by the County for the purposes of designing the Project and providing any other duties normally provided by an AOR and as defined in their agreement with the County.
- 1.1.3 "**Budget**" means the cost of the Project as approved by the County.
- 1.1.4 "**Change Order**" or "**CO**" means a document authorizing an increase/decrease in contract price or an adjustment of contract time period. Change Orders include only previously approved Proposal Requests and/or Construction Change Directives. A single Change Order may include multiple PR's and/or Construction Change Directives.
- 1.1.5 "**Chief Procurement Officer**" or "**CPO**" means the Chief Procurement Officer of Cook County.
- 1.1.6 "**Construction Change Directive**" or "**CCD**" means a document used to obtain cost information from the Contractor for an immediate change and/or modification to the contract documents. Generally a field directed change.
- 1.1.7 "**Construction Documents**" means the drawings and specifications setting forth in detail the requirements for the construction of the Project, and all other Contract Documents issued for construction.
- 1.1.8 "**Construction Management Administrator**" or "**CMA**" or "**Owner's Construction Representative**" or "**OCR**", if applicable to this project, means the entity retained by the County to provide comprehensive oversight of the entire construction process and other responsibilities as defined herein.
- 1.1.9 "**Contract Documents**", with respect to any Contract for Construction, means the Contract for Construction, Conditions of the Contract (including General, Supplementary and other Conditions),

Drawings, Specifications, Addenda issued prior to the entry into the Contract for Construction, all documents incorporated by reference as part of the Contract for Construction and any changes or modifications to the Contract for Construction.

- 1.1.10 **"Contract for Construction"** means an agreement between the County and any Contractor for the construction activities of the Project.
- 1.1.11 **"Contractor"** means the contractor retained by the County for the construction activities of the Project. In the event this Work includes more than one bid package, the term also refers to providers and installers of medical equipment and furniture, fixtures, equipment or other items/services independent of the Contract for Construction.
- 1.1.12 **"Cost Loaded Schedule"** means a schedule estimating the duration in months of the Consultant's Services with its related fees from the Notice to Proceed Date through Final Completion which schedule will identify and itemize, and assign a dollar amount to each of the CMA's activities, the sum of which will aggregate the compensation for Basic Services as set forth in Section 6.1. The Cost Loaded Schedule is for the County's budget reporting only and is not the basis of compensation, which is subject to the requirements of Section 6.1.
- 1.1.13 **"COUNTY," "County" or "Owner"** means the County of Cook, a body politic and corporate of the State of Illinois.
- 1.1.14 **"Day(s)"** will mean calendar day(s) unless otherwise specified herein.
- 1.1.15 **"Design Development Documents"** is defined in Section 2.4.1.
- 1.1.16 **"Design Development Phase"** means the stage of Basic Services during which the Schematic Design Documents are detailed and developed, as described in Section 2.4.
- 1.1.17 **"Final Completion"** means all aspects of the Project are complete, including all punch list items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to the Contract for Construction have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been reviewed and certified by the A&E, verified by the CMA approved by the County. Final Completion will not be deemed to have occurred until the date upon which A & E 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 A&E items noted in this Section 1.1.14.
- 1.1.18 **"Milestone" or "Milestones"** means an activity or task which is crucial to the timely completion of the Project, and which, if delayed, will delay performance of other activities of the Project.
- 1.1.19 **"Program"** means the analysis of the County's needs and requirements for the Project which is articulated as delineated objectives, space requirements and relationships, site requirements, equipment, budget and other related requirements.
- 1.1.20 **"Project"** means the construction, furnishing and equipping of the facility and ancillary improvements as more fully defined and described in Appendix B.
- 1.1.21 **"Project Closeout"** means a certificate of Final Completion has been issued by the A & E and endorsed by the CMA, or the CMA if applicable, and all documentation required of the Contractor or the Consultant has been provided to the County as required by their respective contracts.
- 1.1.22 **"Project Closeout Items"** means, but is not limited to, all the following items, which are to be provided by the Contractor to the Consultant for delivery to the County: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the as-built mark-ups required under the Contract for Construction; any and all keys and tools required by the Contract for Construction; and any and all keys to County facilities which are in

Contractor's possession or in possession of its sub-contractors, and any of their employees.

- 1.1.23 "Project Director"** means a representative designated by the Director of Capital Planning and Policy.
- 1.1.24 "Project Documents"** is defined in Section 1.5.9.
- 1.1.25 "Proposal Request", "PR" or** means a document used to obtain cost information from the Contractor for work items proposed to be added to or deducted from the project that were not included in the original Contract Documents but are required to complete the Work, add or delete items from the Work or change parts of the Work.
- 1.1.26 "Responsibility Matrix"** means a schedule which addresses and identifies all active roles for key individuals involved in the Project.
- 1.1.27 "Schedule"** means a Critical Path Method of scheduling of all Project activities and Milestones to be prepared by the Consultant pursuant to Section 2.1.11. The Schedule to be prepared by the Consultant pursuant to this Agreement is distinct from the schedule for construction activities, which will be prepared by the Contractor after selection and will be referred to as the "Construction Schedule."
- 1.1.28 "Schematic Design Documents"** will have the meaning set forth in Section 2.3.3.
- 1.1.29 "Schematic Design Phase"** will be the stage of the Project during which Schematic Design Documents are developed, as described in Section 2.3.
- 1.1.30 "Services"** will mean the Basic Services, Additional Services and any other services to be provided by the Consultant under this Agreement.
- 1.1.31 "Set"** will have the meaning set forth in Section 2.5.6.
- 1.1.32 "Standard of Care"** will have the meaning set forth in Section 1.5.1.
- 1.1.33 "Statement of Construction Cost"** means the total actual cost of construction, inclusive of all approved change orders, as updated from time to time and accepted by the County.
- 1.1.34 "Statement of Probable Cost"** means the aggregate and complete estimated costs based on up-to-date market rates in Chicago, adjusted to reasonably account for inflation, for labor, materials and equipment (inclusive of overhead, profit and escalation) to complete the Project.
- 1.1.35 "Substantial Completion," "substantial completion", "Substantially Complete" or "substantially complete,"** means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by the Contract for Construction. Substantial Completion will not be deemed to have occurred until (i) the Contractor has provided or completed all of the prerequisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the CMA, in coordination with the A&E issues a Certificate of Substantial Completion setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.
- 1.1.36 "Supplemental Instructions" or "SI"** means written instructions or clarifications from the CMA or the AOR to the Contractor to supplement the Contract documents. Supplemental Instructions are not used to change the contract price or time.
- 1.1.37 "Warranty Materials"** means the documentation to be gathered, placed in binders and turned over to the Consultant by the Contractor for delivery to the County, which will include two (2) sets (or such greater number as may be required in the Technical Specifications) of all manufacturers' warranties,

operating manuals, service manuals, instructions and schedules necessary for the Owner's proper operation of all building systems, equipment and special materials requiring them.

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

1.2 EFFECTIVE DATE; TERM

The Effective Date of this Agreement is the date that the County's Board of Commissioners approves the Agreement. Consultant will begin the Services on the day the Notice to Proceed is issued to the Consultant by the Office of Capital Planning and Policy.

1.3 GENERAL DESCRIPTION OF DUTIES

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

1.4 SCOPE OF SERVICES

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

1.5 CONSULTANT'S GENERAL AGREEMENTS

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

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

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

County other acceptable personnel, which personnel will thereafter be subject to the provisions of this Section.

- 1.5.9 Subcontracts.** ~~The Consultant proposes to enter into subcontracts with the sub-consultants it has identified in Appendix D for services to be provided pursuant to this Agreement. No other sub-consultants may be retained by the Consultant without prior notice to and prior acceptance by the County and no change in any of the Key Personnel identified in attached Appendix D affiliated with the sub-consultants therein identified or other sub-consultants hereafter accepted will be made without prior written notice to and prior acceptance by the County. The Consultant will provide copies of each of its subcontracts and any and all changes thereto to the "Chief Procurement Officer" promptly after the formation or execution thereof, and will provide an updated Appendix D to the Project Director within 14 days after the Effective Date and from time to time thereafter, as subcontracts are executed, setting forth the agreed upon compensation to be paid to each sub-consultant. The terms of all such subcontracts and changes thereto will conform to the terms of this Agreement in all material respects. Notwithstanding any of the foregoing, the provisions of this Section 1.5.9 will not apply to employment agreements between the Consultant and its employees.~~
- 1.5.10 Project Documents, Ownership.** All documents, data, studies, drawings, specifications, CADD files, meeting minutes, schedules, notices, logs, supplemental information and reports, and any revisions or additions to any of the foregoing prepared or received pursuant to this Agreement by the Consultant, its subcontractors, agents and employees (the "**Project Documents**") will, upon the preparation thereof and at all times and in all events thereafter, be the property of the County; provided, however, that standard design details and specifications created prior to the date of this Agreement and not unique to the Project (the "**Excluded Project Documents**") will remain the property of the Consultant, subject to an irrevocable license which is hereby granted to the County for full use and enjoyment of the Excluded Project Documents for any purpose for one hundred years or as long as the Project is in existence. For the purposes hereof, this Agreement constitutes a Bill of Sale from the Consultant and all of its sub-consultants in favor of the County for the Project Documents (other than the Excluded Project Documents). The Consultant, for itself and for and on behalf of its subcontractors, agents and employees, does hereby sell, assign and transfer to the County absolutely free and clear of all liens, interests, claims and encumbrances, all such Project Documents as and when prepared or received, subject only to a license in favor of the Consultant, its subcontractors, agents and employees to use the same in the performance of their duties and obligations under this Agreement.
- 1.5.11 No Release by Acceptance of Work.** Neither the County's right to review the work of the Consultant, nor the County's acceptance or approval of the Consultant's work, will (i) be construed as a release or waiver of the Consultant; or (ii) excuse the Consultant from the performance of its duties and obligations under this Agreement; or (iii) serve as the basis of a claim, defense or counterclaim by the Consultant in any judicial, administrative or other proceeding arising out of or in connection with this Agreement.
- 1.5.12 Defense of Claims.** The Consultant will cooperate with the County and provide all such professional services of the Consultant as may be necessary or required by the County in defending any and all claims against the County which, as reasonably determined by the County, relate in any way to alleged errors or omissions of, or alleged failure to perform the services of this Agreement, by the Consultant. . If it is determined that any such claim arose out of negligent errors or omissions of the Consultant or any of its sub-consultants, such services will be without additional compensation to the Consultant, its employees, agents and subcontractors.
- 1.5.13 Time Limitations.** The Consultant acknowledges that it is familiar with the time limitations and requirements as they pertain to the Project. The Consultant agrees to perform all of its services and obligations under this Agreement in a timely manner.
- 1.5.14 Consultant's Work Restrictions.** The Consultant is expressly prohibited and restricted from serving as a general contractor or subcontractor in any other aspect of the Project, including but not limited to

serving as a construction manager or general contractor for the Project, and serving as a subcontractor or prime contractor for the construction manager or general contractor.

- 1.5.15 Consultant's Promotional Materials.** The Consultant will not include representations of the design of the Project in the Consultant's promotional and professional materials without the express prior written consent of the County, which may be granted or withheld in the County's sole discretion. The Consultant's materials will not include the County's confidential or proprietary information.
- 1.5.16 Conflict Of Interest.** The Consultant covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest will be employed. The Consultant agrees to inform the County on a timely basis of all of the Consultant's interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant will not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors and subcontractors in advance of official announcement. The Consultant agrees to familiarize itself with County rules and regulations and inform its employees of all County policies respecting contraband and other matters.
- 1.5.17 Confidentiality.** The Consultant acknowledges and agrees that information regarding this Agreement is confidential and will not be disclosed, directly, indirectly or by implication, or be used by the Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the Consultant's performance of services hereunder, or under compulsion of law. In the event the Consultant has been served with a subpoena or request for documents filed in any action in any court or administrative agency in connection with the execution, negotiation or implementation of this Agreement, the Consultant will give prompt and timely notice to the County so that the County will have an opportunity to contest such subpoena or request for documents unless such notice can not be provided because of a court order issued by a court of competent jurisdiction. The Consultant will comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party, other than its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. The Consultant will not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from the County without the prior written approval of County, other than to its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Consultant will be furnished to the County without charge.
- 1.5.18 Compliance with Laws.** The Consultant will observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by the Consultant's employees, agents and subcontractors will be the responsibility of the Consultant.
- 1.5.19 Lobbyist Ordinance.** The Consultant will take notice of the County Lobbyist Registration Ordinance and will comply with all the provisions therein. The Consultant will not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Consultant is doing business or proposing to do business, in accomplishing the services under this Agreement.
- 1.5.20 Accident Reports.** The Chief Procurement Officer will be given written notification within twenty-four (24) hours of receiving notice of any occurrence, on the site or otherwise, which pertains in any way

to this Agreement and involves the Consultant's own personnel, or those of any of its sub-consultants whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. The report will include the name of person(s) injured, name of his or her employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated such person(s) for injuries sustained, and such other information as may be relevant. The local police will be notified by the Consultant of any occurrence requiring an official police record. The accident report will indicate whether the police were notified and, if so, the number of the police report.

- 1.5.21 Use of Premises.** The Consultant will confer with the County to ascertain full knowledge of all rules and regulations of the County facilities relative to this Agreement and will comply therewith. The Consultant will confine the operations of its employees, agents and subcontractors to the limits indicated by laws, ordinances, permits and/or direction of the Project Director and will not unreasonably or unnecessarily encumber the premises with materials or debris. The County reserves the right to prohibit any person from entering a County facility for any reason. All contractors and subcontractors of the Consultant will be accountable to the Project Director while on the County's property and will abide by all security regulations imposed by the County. The Consultant will not load or permit any part of the structure to be loaded with weight that will endanger the structure's safety.

ARTICLE 2 BASIC SERVICES

2 BASIC SERVICES

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

2.1 GENERAL

2.1.1 Project Documents; Deliverables.

2.1.1.1 Maintenance. During the performance of this Agreement, the Consultant will assemble and maintain such Project Documents in good order, at the office of the Consultant as designated and located by the County and the County will have full access to same. The Consultant will be responsible for the restoration or replacement of same in the event of any loss or damage. At the conclusion of the Consultant's performance of this Agreement, the Consultant will transmit such Project Documents to the County at a place designated by the County.

2.1.1.2 Project Documents; Correction. The Consultant will promptly, upon notice or discovery, make necessary revisions or corrections of errors, ambiguities or omissions in the Project Documents. Acceptance of the Project Documents by the County will not relieve the Consultant of responsibility for subsequent corrections of its errors or omissions or for the clarification of any ambiguities in the Project Documents.

2.1.1.3 Submittals/Deliverables. Any and all document submissions/deliverables required to be produced by the Consultant pursuant to this Agreement will be delivered to the **Project Director**. These responsibilities fall under the responsibility of the A&E. When requested by the Project Director, F & G will make copies of the documents and will be reimbursed in accordance with Section 6.3 below.

2.1.2 Cost Loaded Schedule. The Consultant will, within 14 days after the Effective Date, prepare and submit to the County for its review and acceptance the **Cost Loaded Schedule**. The Consultant will update the Cost Loaded Schedule quarterly or when requested by the County; provided, however, that any changes in the Cost Loaded Schedule shown in such update will not become effective unless and until such changes are first approved by the County

2.1.3 Monthly Progress Reports. Throughout the term of this Agreement, the Consultant will prepare monthly progress reports which relate to the complete Project status. The monthly progress reports will include such records and information as requested by the County, but will include, as a minimum, the following: (a) updated site plan and photos; (b) the most recently accepted Schedule for the Project; (c) status of compliance with Government and Other Standards, and an updated copy of the checklist described in Section 2.1.9; (d) activities completed since the last report; (e) items pending since the last report (f) projected progress; (g) outstanding decisions required from others; (h) change order summary; (i) a lien claim summary; (j) a list of known defects and status of corrections taken; (k) a list of any known problems that may have a material, adverse impact on the design, construction or cost of the Project; and (l) and all matters of which the Consultant believes the County should be aware. Monthly progress reports will be provided to the County once a month and no later than seven (7) days after the end of the calendar month considered in such report. Monthly Progress Reports may not contain more than one month in a report.

2.1.4 Budget, General. The County has developed a *Budget* which establishes the cost quality standards for the Project. The County reserves the right to modify the Budget from time to time.

2.1.4.1 Budget, Notifications and Recommendations. Should the Consultant determine that the Project cannot be accomplished within the Budget approved by the County, the Consultant will promptly notify the County, in writing with sufficient detail and with explanation of the reasons therefore, together with recommendations representing the best judgment of the Consultant, so that the Project scope in relation to Budget can be reviewed and modified as necessary at the direction of the County.

2.1.4.2 Statement of Probable Cost. Non Applicable as phase is complete.

2.1.4.3 Detailed Cost Estimates. Non- Applicable as phase is complete.

2.1.5 Coordination with Other Professionals. The Consultant will coordinate with the County's other design and engineering professionals hired for the Project whose services are not included in the scope of Basic Services for the Consultant.

2.1.6 Presentations. The Consultant will be responsible for attending and making presentations at various meetings, including County Board, County committee and community group meetings, in order to inform and advise County officials and the public on the status of the Project.

2.1.7 Phasing. The Consultant will advise the County concerning the advisability and feasibility of separating the Project into various phases of work and the advisability and feasibility of the County's assignment of any portion of the construction of the Project to the County's own forces.

2.1.8 Checklist of Government and Other Standards. *Prior to the commencement of the Schematic Design Phase*, the A & E will identify all governmental agencies having statutory or regulatory authority over the Project and prepare a checklist of Government and Other Standards, including all permits and approvals required for the completion of the Project, which relate to the construction, use and occupancy of the Project. The Consultant will provide such checklist to the County, and will update the checklist during the course of the Project.

2.1.9 Preliminary Permit Approvals. While it is the responsibility of the appropriate Contractor to obtain building permits required for this Project, it is the responsibility of the A & E to obtain written approvals from the appropriate governmental authorities, including but not limited to building departments and fire department or marshals, to the extent such written approvals are issued by such authorities, reflecting that the Project Documents satisfy local codes and ordinances, and have been approved for issuance of required permits. Written approvals required by this Section must be secured and transmitted to the County prior to the Bidding/Negotiation Phase.

2.1.10 Assistance with Permits. The Consultant will assist the County and its consultants and Contractor in

the obtaining of all necessary permits and approvals for the Project. In connection therewith, the Consultant will: (a) for the approval of the County, prepare or make changes to such Project Documents as are needed to obtain all permits, approvals, licenses, accreditation and certifications needed for the Project and the construction, use and occupancy of the Project; (b) assist the County in connection with the County's responsibility for filing documents required for the issuance of such permits, approvals, licenses, accreditation and certifications; and (c) as requested by the County, attend and participate at hearings before such governmental authorities and other agencies as may be needed to obtain such permits, approvals, licenses, accreditation and certifications. The Consultant's responsibilities under this Section will continue throughout the term of this Agreement. For Projects sited in the City of Chicago, the Consultant will have additional responsibilities as to building permits, which are specifically outlined in Section 2.6.2.

- 2.1.11 Schedule.** Prior to the commencement of the Schematic Design Phase, the Consultant will prepare and submit for the County's review and approval, a *Schedule* for all related management, design, construction and other Project activities. The reflection of construction activities and durations will be preliminary, since the Contractor, once the Contract is awarded, will be submitting a construction schedule for review and approval by Consultant and County.
- 2.1.11.1 Milestones.** The Schedule will identify key *Project Milestones*, durations and completion dates and will address appropriate County review periods. The Consultant will prepare refinements, with reasonable explanation therefore, of its Schedule detailing and coordinating component elements of design responsibility as well as other aspects of Project related activities.
- 2.1.11.2 Other Specific Schedule Requirements.** The Consultant will prepare the Schedule so that it: (a) includes adequate allowances for the County's review of the Consultant's work and for such governmental, regulatory and accrediting agency approvals as may be required in connection with the Project; (b) is consistent with building design and construction industry customs and practices in and about Cook County, Illinois and with the County's practices and procedures; and (c) is consistent with the other schedules developed and accepted by the County for this Project.
- 2.1.11.3 Adherence to Schedule.** Time limits established by the Schedule will not, except for reasonable cause or following written approval, which approval will not be unreasonably withheld, be exceeded by the Consultant or the County. The Consultant's services will be performed in accordance with the Schedule and as expeditiously as is consistent with the Standard of Care and the orderly progress of the Work. Once the Contractor's Time Schedule is approved, the Time Schedule will govern the construction activities of the Project, and the Consultant will utilize the Time Schedule in administering the Contract Documents during the construction phase. From and after approval of the Time Schedule, references in this Agreement to the "Schedule" will be deemed to refer to the Time Schedule. The Consultant is not responsible for updating the Time Schedule, but will review updates and advise the County on updates to the Time Schedule.
- 2.1.11.4 Notice of Failure to Adhere to Schedule.** Once the Schedule and the Time Schedule are approved by the County, it is the responsibility of the Consultant to promptly notify the County of any failure of strict adherence to the Schedule or the Time Schedule by any party or entity. The Consultant will promptly notify the County of any conditions, events or the occurrence of any other known matter which has or may cause a delay in the Schedule or the Time Schedule.
- 2.1.11.5 Notification of Milestones.** Seven (7) days prior to each Milestone within the Schedule or the Time Schedule, the Consultant will notify the County of the Consultant's opinion, based upon information available at the time, whether such Milestone will be met and if Consultant believes such Milestone cannot or will not be met, the nature of the delay, the cause of the delay and whether such delay will affect the Schedule. Failure to comply with this Section will waive the Consultant's right to seek additional compensation in the event of any delay in the Project.
- 2.1.11.6 Submittals.** Unless otherwise directed by the County, the Consultant will submit all milestone

submittals required for the Project complete and in an organized format. Partial submittals will not be accepted. Notwithstanding any milestone submittal date accepted by the County, the actual submittal date will be when all required documents for the submittal are received by the County.

2.2 PROGRAM PHASE

Non applicable as this program phase has been completed.

2.3 SCHEMATIC DESIGN PHASE_ This phase is complete and not applicable at this time.

2.4 DESIGN DEVELOPMENT PHASE- This phase is complete and non- applicable at this time.

2.5 CONSTRUCTION DOCUMENTS PHASE – This phase is complete and non-applicable at this time.

2.6 BIDDING/NEGOTIATION PHASE

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

2.6.1 Printing Bid Documents. The Consultant will print bidding documents for the use of prospective bidders. The Consultant will provide **TWENTY-FIVE (25)** Sets of bidding documents as part of compensation for reimbursable expenses. If more than the foregoing twenty-five (25) sets are requested by the County, then they also may be reimbursed as Reimbursable Expenses, if documented in accordance with Article 6. A **“Set”** of bidding documents will be defined as three (3) copies of Volume I (Instructions to Bidders; General Conditions; Special Conditions; Miscellaneous and Execution Forms), one (1) copy of Volume II (Specifications) and One (1) set of Drawings. Additionally, as part of the Basic Services, the Consultant will provide four (4) complete record bid sets to the County. Each “record bid set” will be defined as one (1) copy of Volume I, one (1) copy of Volume II, one (1) copy each of all additional volumes of technical and other specifications, and one (1) copy of the drawing set. Additionally, the Consultant will provide one (1) copy of the record bid set to the County on CD or a flash drive in PDF format. ***All costs of printing specified in this Section are included in Reimbursable Expenses.***

2.6.2 Evaluation of Bids. Following the County’s approval of the Construction Documents, the Consultant will assist the County in soliciting bids; coordinate and issue documents; evaluate and make recommendations on proposed substitutions; attend pre-bid conferences; answer all questions regarding the interpretation of documents; prepare and assist in the review and evaluation of bids and recommend contract awards. The A & E in collaboration with the CMA will answer questions regarding interpretation of the of the documents and prepare and issue all addenda necessary to clarify the documents.

2.6.3 Application for Building Permit; City of Chicago. The following provisions apply only if the Project site is located in the City of Chicago. Due to the extended period of time typically required to obtain a building permit in the City of Chicago, the A & E 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 A & E will apply for a building permit in accordance with the following process, or any other process instituted by the City of Chicago.

2.6.3.1 DCAP. The A & E will be responsible for scheduling an appointment with the City of Chicago Department of Construction and Permits (“DCAP”), and will submit the Construction Documents together with a permit application at the first meeting with DCAP or as otherwise required by DCAP. If DCAP requires changes to the Construction Documents prior to issuing a permit application number, A&E 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. The CMA will

assist with these responsibilities.

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

2.6.3.3 Plan Review Meeting. The A &E will schedule the open plan review meeting with DCAP to ensure that the permit is issued to the Contractor without delay. The A&E will provide revised drawings to the Contractor and notify the Contractor of the scheduled open plan review meeting with DCAP.

2.6.4 Changes to Meet Statement of Probable Cost. If the lowest bona fide bid for construction of the Project exceeds the A&E's final Statement of Probable Cost, the Consultant will assist with services as are necessary, in consultation with the County, to suggest 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 by the A &E.

2.7 PRECONSTRUCTION PHASE SERVICES

The responsibilities of the A&E set forth in this Section 2.7, though commencing the Project and prior to the commencement of construction, will continue throughout the Construction Phase. The CMA will assist the team under the paragraphs 2.7.1 & 2.7.2.

2.7.1 Governmental and Regulatory Agency Permits. The A&E 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 notifying the County in a timely manner of any potential delays with regard to obtaining such permits or approvals where such potential delays may have an impact on the Schedule.

2.7.2 Review of Contractor's Schedule of Submittals. The Consultant will review and approve the Contractor's schedule for the submittal of shop drawings, samples and other required submissions of the Contractor. Schedules are subject to the County's approval.

2.7.3 Review of Contractor's Submittals. The A &E (through its specialty engineers, where appropriate) will review or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples such that the Work, when completed, will be in general conformance with the Contract Documents and Government and Other Standards. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Consultant will promptly notify the County of any observations regarding the quality, appropriateness or timeliness of the submittals.

2.7.4 Repeated Review. The Consultant will provide 3 cursory reviews of submittals, shop drawings, or related documents submitted to the A/E from the Contractor. This would occur only if the resubmission of submittals are not in accordance with the contract documents. If more than 3 additional reviews become necessary, then the consultant will have the right to submit a claim for excessive reviews that Cook County will then charge to the Contractor.

2.7.5 Significance of Consultant's Review and Approval. The Consultant's review will not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item will not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents or Government and Other

Standards, the Consultant will be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents and Government and Other Standards.

- 2.7.6 Retention of Other Services.** When requested by the County, the Consultant will assist the County in selecting and retaining the professional services of surveyors, special consultants and testing laboratories not already included in the Basic Services.

2.8 CONSTRUCTION SERVICES PHASE

The Consultant will provide CMA services in accordance with best practice standards and all other services required as noted in this section. The County reserves the right to retain a Construction Management Administrator (CMA) for this portion of the Project. The provision of a CMA will not reduce the Consultant's responsibilities. The Consultant will cooperate and coordinate with the County's CMA for all Project related tasks and activities.

- 2.8.1 General Requirements and Provisions.** The Consultant will provide administration of the Contract Documents. The Consultant will provide administrative, management and related services as required to monitor, and report on the activities of the Contractor with regard to the progress of the Work and the completion of the Project in accordance with the County's objectives for cost, schedule and quality as provided in the Schedule, Budget, Statement of Probable Costs and Contract Documents.
- 2.8.1.1 Duration of Construction Phase Services.** The Consultant's responsibility to provide Basic Services for the Construction Phase, under this Agreement, commences with the award of Contract for CMA services, receipt of Notice to Proceed and terminates 19.5 months thereafter under the Base Contract.
- 2.8.1.2 Advice during Construction Phase.** The Consultant will advise and consult with the County during construction until final payment to the Contractor is made and all other obligations under this Agreement are completed to the County's satisfaction. The Consultant will have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.8.1.3 Monitoring of Progress and Performance.** The Consultant will monitor progress and performance of the Contractor. The Consultant will promptly give notice and recommend courses of action to the County if requirements of the Contract Documents are not being fulfilled and, with the concurrence of the County, initiate the directive that corrective action be taken by the appropriate responsible party.
- 2.8.1.4 Communication through Consultant.** Except as may otherwise be provided in the Contract for Construction or when direct communications have been specially authorized by the County, the County and Contractor will endeavor to communicate through the Consultant on matters of Project construction. Communications by and with the Consultant's subcontractors will be through the Consultant.
- 2.8.1.5 Construction Progress Meetings.** The Consultant will schedule and conduct construction progress meetings not less than once per week during the Construction Services Phase to discuss matters of, progress, problems and scheduling of the construction phase of the Project and will provide the County with minutes of all such meetings. Times, dates and locations of meetings will be subject to approval by the County.
- 2.8.1.6 Limitation of Consultant's Responsibilities; Contractor's Work.** The Consultant will not have control over or charge of and will not be responsible for the Contractor's implementation of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Consultant will not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents or Government and Other Standards. No provision of this Agreement will be interpreted to confer upon the Consultant any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the site.

- 2.8.1.7 Access to Work.** The Consultant will at all reasonable times have access to the Work wherever it is in progress.
- 2.8.2 On-Site Construction Observation.** During the Construction Services Phase, the Consultant will provide full-time on-site construction observation of the progress of the Work to determine that the Work generally conforms to the requirements of the Contract Documents and Government and Other Standards.
- 2.8.2.1 General Conformance with Contract Documents.** The Consultant will review conformance of the materials and workmanship to the standards established by the Contract Documents and Government and Other Standards, review the Work and evaluate test reports and will notify the County promptly of any deficiencies observed in Contractor's Work. Project meetings or other meetings, including coordination meetings with the County or other consultants or contractors on site, will not be considered part of the hours allotted to construction on-site observation.
- 2.8.2.2 Specialized Site Observations.** The Consultant will provide its own sub consultants to perform on-site observation of the progress and quality of the Work, and to determine that the Work, when completed, will generally conform to the requirements of the Contract Documents and Government and Other Standards, at intervals appropriate to the stage of construction or to the Consultant's participation in the Project. On-site observation will consist of visual observations of materials, equipment and construction. Such on-site observation will not be relied upon by others as acceptance of the Work, nor will it be construed to relieve the Contractor in any way from its obligations and responsibilities under the Contract Documents.
- 2.8.2.3 Advice as to Observable Defects.** On the basis of such on-site observation, the Consultant will keep the County informed of the progress and quality of the Work and will endeavor to guard County against observable defects and deficiencies in the Work and variances from the Contract Documents and Government and Other Standards, and will promptly report to the County any observed defects, deficiencies or variances. The parties acknowledge that during the progress of the Work, certain Work may not be in compliance with the Contract Documents, but will be in compliance by the time such portion of the Work is completed. Therefore, the Consultant's obligation to "promptly" report defects, deficiencies, variances and other matters is intended to require the Consultant to notify the County at such time as the Consultant knows, should have known, or reasonably believes that the Work, when completed, will not be in conformance with the Contract Documents or Government and Other Standards. The Consultant acknowledges that early discovery of such defects, deficiencies, variances and other matters are important in avoiding rework and additional costs.
- 2.8.2.4 Field Reports.** Within seven (7) days of each on-site observation, the Consultant will submit a field report to the County, with a copy to the Contractor.
- 2.8.3 Reporting and Documentation Requirements.** In addition to the Monthly Progress Reports required under this Agreement, the Consultant will be responsible for the following reports. Any of the following may be included in the Monthly Progress Reports, unless otherwise requested by the Project Director.
- 2.8.3.1 Updates of Statement of Construction Costs.** The Consultant will update the *Statement of Construction Cost* at least monthly, incorporating changes accepted by the County as they arise, and submit to the County the updated Statement of Construction Costs within ten (10) days after the earlier of the preparation thereof, or the end of each month.
- 2.8.3.2 Cash Flow Reports.** The Consultant will also be responsible for developing cash flow reports and forecasts on a quarterly basis and for submitting such reports of forecasts within ten (10) days after the end of each quarter. Such cash flow reports will identify variance between actual and budgeted cash flow and costs of the Project. The Consultant will promptly advise the County whenever the Consultant is in possession of information indicating that the actual Project costs exceeds the Statement of Construction Cost. The Consultant will submit a cash flow report identifying the

variance between actual and budgeted cash flow costs of the Project.

2.8.3.3 Cost Accounting Records. The Consultant will maintain cost accounting records on authorized Work performed; additional Work performed on the basis of actual costs of labor and materials; and/or other Work requiring accounting records in accordance with standards and formats accepted in writing by the County.

2.8.3.4 Review and Certification of Contractor's Payment Applications. The Consultant will review the Contractor's applications for progress payments and final payments, all documentation in support of such applications, including but not limited to waivers of lien and affidavits, and all other documents to be submitted by the Contractor as a precondition for payment including but not limited to progress reports and as built drawings. Based on this review, as well as its visits to the construction site and any other information it has, the Consultant will provide a written certificate to the County indicating: (a) whether the Contractor's Work has progressed to the point indicated on the application for payment based on documentation and observation of the quantity and quality of the Contractor's Work as furnished to and made by the Consultant; (b) whether the Contractor's application for payment is supported by all waivers; (c) whether the Contractor has submitted to the County all other documents required by the County as a precondition for payment; and (d) whether the Consultant recommends payment.

2.8.3.5 Special Reports. Where special requests for reports are made by the County, the Consultant will submit within seven days of the County's request, a written statement of the Project progress; summary of payments made; and construction status in accordance with the Contract Documents.

2.8.3.6 Written Interpretations of Contract Documents and Responses to RFI's. The A&E will issue written interpretations of the Contract Documents and written responses to all requests for information ("RFI's"). The CMA will make recommendations within seven days of receipt of the submission to the A&E, on all requests of the County or the Contractor relating to the execution and progress of the Work and on all matters or questions related thereto. Any directive affecting construction costs and/or schedule will only be issued by the County.

2.8.4 Other Contractor Oversight and Assistance.

2.8.4.1 Review of Inspections, Testing, Systems, and Equipment. The Consultant will assist in the coordination of meetings, inspections, testing of utilities, operational systems and equipment for readiness with the Owner's Commissioning Agent for the initial start-up and testing of such systems and equipment.")

2.8.4.2 Coordination of Reviews and Inspections. The Consultant will assist the County and the Contractor in coordinating federal, state, local governmental and regulatory agency reviews and or inspections as necessary for obtaining certificate(s) of Substantial Completion in accordance with the Contractor's agreement with the County.

2.8.4.3 Evaluation of Substitutions. The Consultant will provide services/coordinate with any other consultants providing services in connection with evaluating substitutions proposed by the Contractor after issuance of Contract Documents and making subsequent revisions to drawings, specifications and other Project Documents resulting therefrom.

2.8.4.4 Review Of Contractor's Documentation of Work. During the course of construction, the Consultant will consult with the Contractor and review the Contractor's marked-up prints, as-built drawings and other data necessary for documentation of the Work and any changes in the Work, and will forward such documents to the County, with appropriate recommendations, for the County's review and records.

2.8.5 Disputes; Non-Conforming Work.

2.8.5.1 Authority to Reject Nonconforming Work. The Consultant will have no authority to reject Work,

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

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

2.8.6 Revisions, Change Orders.

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

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

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

2.8.6.4 Preparation of Change Orders; Reimbursement for Negligent Design. The Consultant will prepare change orders with supporting documentation and data, for the County's approval and execution in accordance with the Contract Documents, including any change orders as needed to rectify any

errors, omissions, ambiguities or inconsistencies in the Project Documents.

2.8.7 Substantial and Final Completion.

- 2.8.7.1** *Inspections for Substantial Completion.* The Consultant will conduct inspections to determine the date or dates of Substantial Completion under the terms of the Contract Documents and the date or dates of Final Completion.
- 2.8.7.2** *Phased Substantial Completion.* If the County has determined that the Project is to be accomplished in phases, to allow for continued occupancy and operation of the site for the County's purposes during the Project, then "Substantial Completion" will occur at different times for the various phases, and the Consultant will perform its responsibilities with the A & E of inspecting, determining if Substantial Completion has occurred, preparing a punchlist, certifying as to Substantial Completion, and performing post-Substantial Completion inspections, as many times as necessary given the number of phases.
- 2.8.7.3** *Receipt of Required Documentation.* As part of the process of certifying Substantial Completion, the Consultant will assist in the A&E 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 A & E will not issue a certificate of Substantial Completion until the requirements of this Section have been met. Once it has been determined that the Contractor's documentation conforms to the Contract Documents, the Consultant will, upon approval from the County, transmit the documentation to all individual(s) designated by the County.
- 2.8.7.4** *Final Completion; Documentation.* Consultant will issue a final certificate for payment upon compliance with the requirements of the Contract Documents. The Consultant will secure and transmit to the County required guarantees, affidavits, releases, bonds and waivers. In addition, the Consultant will deliver all information that it obtains from the Contractor, or a subcontractor including keys, manuals, record drawings and maintenance stocks. The Consultant will promptly notify the County if, in the Consultant's judgment, any of the documents assembled by the Contractor fails to conform to the Contract Documents.
- 2.8.7.5** *Punch List(s) and Inspection(s) Pursuant to Final Completion.* Upon date or dates of Substantial Completion for the Project, the Consultant will participate in the development of completion punch list(s) prepared by the Contractor for the Project and will prepare a statement as to the Contractor's completion of corrective Work. The Consultant will arrange for an inspection for Final Completion and will review whether all Work performed by the Contractor is in accordance with the requirements of the Contract Documents.
- 2.8.7.6** *Contractor's Final Payment Certification:* The Consultant will review and certify the Contractor's final payment application once it has been established that the Work is complete and in conformance with all Contract Documents.
- 2.8.7.7** *Closeout Reports.* After Final Completion of Work, the CMA will prepare a close-out report in a format approved by the County. The report will contain but not be limited to the following information: Overall project budget, schedule summaries; detailed financial summaries for Contractor and Architect of Record; AOR Errors and Omissions Summary; Warrantees and related items. The CMA will submit Two original copies and one electronic copy in PDF format as part of the Basic Services

2.9 POST CLOSE OUT SERVICES

2.9.1 COMMENCEMENT

The work will be completed within a 19.5 month schedule which has been agreed to.

2.9.2 CLOSE OUT MEETINGS

2.9.3 SERVICES FOLLOWING PROJECT CLOSEOUT

19.5 month schedule hours of Key Personnel time, the County requires additional Key Personnel time, the Consultant will be compensated for such additional Key Personnel time in accordance with Section 6.2.

ARTICLE 3 ADDITIONAL SERVICES

3 AUTHORIZATION AND REIMBURSEMENT

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

3.1 ACQUISITION

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

3.2 ENGINEERING AND TESTING SERVICES

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

3.3 DESIGN AND MANAGEMENT

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

3.4 DOCUMENTS AND APPLICATIONS

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

3.5 SITE REPRESENTATION AND OBSERVATION

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

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

3.6 PROFESSIONAL OR CONTRACTOR DEFAULT

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

3.7 INVESTIGATIONS, INVENTORIES AND ASSESSMENTS OF EXISTING FACILITIES

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

3.8 SERVICES AFTER PROJECT CLOSEOUT

When requested by the County, the Consultant will provide services after the A&E properly issues to the County a final certificate for payment for the Project where such services exceed the number of hours or the time period. See proposal dated 4/10/13 in Appendix I and made a specific part of the agreement.

3.9 OTHER SERVICES

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

ARTICLE 4

COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS

4 COUNTY'S RESPONSIBILITIES AND RIGHTS

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

4.1 COUNTY'S RESPONSIBILITIES

- 4.1.1 Cooperation with Consultant.** The County will cooperate with the Consultant in order to enable the Consultant to perform its work hereunder and will direct its employees, agents, Contractors and consultants to reasonably cooperate with the Consultant.
- 4.1.2 Approvals; Acceptances; Decisions.** The County will render approvals, acceptances and decisions required by the Consultant in a reasonably expeditious manner for the orderly progress of the Consultant's services and the Project.
- 4.1.3 Faults; Defects.** The County will promptly advise the Consultant if the County becomes aware of any fault or defect in the design or construction of the Project.
- 4.1.4 Point Of Contact.** The Project Director will, on behalf of the County, act as the primary point of contact for the Consultant with the County and render decisions in a timely manner where such decisions do not result in any change or modification of this Agreement or of the Project. The Consultant's communications with the County, including but not limited to all reports, should be directed through the Project Director to the greatest extent possible, except for written notices, which will be made in accordance with Section 11.3.
- 4.1.5 Additional Costs.**
 - (a) Requests for changes which could individually or cumulatively result in Additional Costs in excess of \$150,000 or extend the scheduled completion date of the Agreement by more than one (1) year from the completion date of this Agreement shall be submitted to the Project Director for approval by the Chief Procurement Officer and the County's Board of Commissioners (the "Board").

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

apply to this Agreement from the effective date of such amendment.

- 4.1.6 Authorization to Issue Written Notices.** The Director of the Office of Capital Planning and Policy, or his authorized representative, is authorized to issue all written notices to the Consultant which the County may find necessary or appropriate in connection with this Agreement, except where otherwise provided.
- 4.1.7 Approval or Acceptance of Consultant's Work.** The County will approve or accept work of the Consultant only where such work conforms with the following conditions: (i) the work has been performed in accordance with this Agreement. 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.
- 4.1.8 Existing Information.** Upon the Consultant's request, the County will furnish any documentation or surveys in the County's possession describing physical characteristics, legal limitations and utility locations for the site of the Project and any legal description of the site that the County has in its possession.
- 4.1.9 Geotechnical Engineers.** The County will furnish the services of geotechnical engineers to the extent necessary for the Project. The Consultant will, on a timely basis, recommend the scope of such services and will be responsible for the sufficiency of its recommendations, but will not be liable for the engineers' performance.
- 4.1.10 Services of Other Consultants.** The County, at its discretion, will furnish the services of other consultants when such services are outside the scope of Basic Services but otherwise necessary for the Project, upon the Consultant's request. The County will have the sole discretion in determining what services are necessary for purposes of the Project.

4.2 ADDITIONAL RIGHTS OF COUNTY.

- 4.2.1 Review of Certificates/Certifications.** The proposed language of certificates or certifications requested of the Consultant or the Consultant's consultants will be submitted to the County for review and approval at least seven (7) days prior to execution. The County will not request certifications that would require knowledge or services beyond the scope of this Agreement.
- 4.2.2 Materials Inspection and Responsibility.** The CMA will have a right to inspect any material to be used in carrying out the project, but such inspection will not constitute acceptance or approval by the CMA of such material and will not relieve the A&E and / or Contractor or any other person from the performance of and compliance with the provisions of Projects' documents. The CMA does not assume any responsibility for the availability of any materials and/or equipment which the A&E and / or Contractor provides under the Projects' documents." The County does not assume any responsibility for the availability of any materials and/or equipment which the Consultant provides under this Agreement.
- 4.2.3 Reduction of Professional Services.** The County reserves the right to reduce the scope of services set forth in this Agreement. In the event the County reduces the scope of services, the Consultant will be entitled to compensation for services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with Articles 6 and 7.
- 4.2.4 Project Suspension.** The County will have the absolute right to suspend the Project. Where the County suspends the Project any work performed by the Consultant during such suspension period will be at the Consultant's sole risk and the County will not be responsible for any compensation or delay damages on account of such suspension period. The Consultant agrees to keep such Key Personnel available during all suspension periods which do not exceed three (3) months.
- 4.2.5 Termination for Lack of Receipt of Necessary Approvals.** Notwithstanding anything to the contrary

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

4.2.6 Termination for Convenience. The County may terminate this Agreement, terminate a portion of the Consultant's services under this Agreement, or reduce the scope of the Project, the Consultant's services or both, at any time by notice in writing from the County to the Consultant. If the Agreement is terminated by the County, the Consultant will deliver to the County all finished or unfinished documents, data, studies and reports prepared by or on behalf of the Consultant under this Agreement and these will be and become the property of the County. Payment for the work performed before the effective date of such termination will be based upon services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the Consultant will be full settlement for services rendered under this Agreement and Consultant's sole remedy. If the County terminates a portion of the Consultant's services under this Agreement or reduces the scope of the Project or the Consultant's services, the County and Consultant will negotiate in good faith a reduction in the Consultant's compensation to reflect the value of the services performed and to be performed.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

The Consultant agrees to pay and reimburse and defend, indemnify, keep and hold harmless the County, its commissioners, officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' fees and expenses at trial and on appeal and

\ litigation expenses, arising out of or connected with: (a) the Consultant's negligent performance or nonperformance of this Agreement; (b) any negligent or intentional misstatement contained in any representation made by the Consultant in or pursuant to this Agreement; (c) any breach of any warranty made by the Consultant in this Agreement or in any documents or certifications required by this Agreement; or (d) any negligent errors, omissions or acts of the Consultant, its subcontractors, agents or employees. The Consultant expressly understands and agrees that any insurance protection required by this Agreement will in no way limit its responsibilities or liabilities or serve as a limit in recovery under this Section 5.1. The provisions of this Section 5.1 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable.

Exceptions-No liability is accepted by the construction manager for a) for any failure or delay in providing the Services attributable to a breach by the Client of its obligations as provided herein; and b) for reliance upon any

data, information, specification or other documents pertaining to the Services which are provided by the Client by third parties such as the architect, Engineer and other Consultants.

5.2 HARDWARE AND SOFTWARE LICENSING

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

5.3 INSURANCE REQUIREMENTS

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

- 5.3.1 Worker's Compensation Insurance** covering any and all claims which may arise because of the Worker's Compensation and Occupational Disease Acts of the State of Illinois. The employer's liability section of the Worker's Compensation policy will have a limit of not less than \$500,000.00 each Accident, \$500,000.00 each Employee, \$500,000.00 policy limit for disease and Broad form all states coverage.
- 5.3.2 Commercial General Liability Insurance** protecting against public liability claims which may arise in the course of performance of this Agreement with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.
- 5.3.3 Comprehensive Automobile Liability Insurance**, including employers non-ownership and hired car coverage, protecting against automobile claims whether on or off the County's premises with bodily injury limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000 per occurrence. The uninsured motorists insurance will be in accordance with Illinois requirements.
- 5.3.4 Valuable Papers Insurance** in amount not less than \$500,000 to cover any loss occasioned by fire, theft or any other cause.
- 5.3.5 Umbrella Excess Liability Insurance** with limits of not less than \$2,000,000.00 for each occurrence for all liability and \$2,000,000.00 in the aggregate per policy year.

5.4 POLICY LIMITS SUBJECT TO INCREASE

The policy limits stated for each type of insurance coverage required under this Agreement will be subject to such commercially reasonable increases as the County may from time to time request or as may be required by law, provided however that the County will pay for such increases to the extent such are not required by law. The Consultant will be responsible for payment of all policy deductibles.

5.5 WAIVER OF CLAIMS

The County and the Consultant waive all rights against each other and against the other's contractors (including the Contractor) and subcontractors, consultants, partners, agents or employees for damages caused by fire or other perils to the extent that such damages are covered by property insurance. The Consultant will include in its contract with any sub-consultant on the Project a clause in which such sub-consultant similarly waives such rights

and claims against the County, its other consultants, agents and employees. The County will provide the Consultant with a copy of its General Conditions for construction contracts prior to the general contractor award which sets forth waiver requirements of the Contractor and all subcontractors, and will not revise such requirements with respect to waiver of rights and claims without approval of the Consultant, which approval will not be unreasonably withheld.

5.6 ADDITIONAL INSUREDS

The Consultant will cause the County, its commissioners, officials and employees to be listed as additional insureds on its Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance policies and Umbrella Excess Liability policies. As an additional insured, the County reserves the right to notify the Consultant's insurance carrier of any claims the County may have against the Consultant. The Commercial General Liability policy shall specifically include ISO Additional Endorsement CG 2010 and CG 2037 or equivalent. The Consultants Insurance shall be primary and non-contributory with any insurance maintained by such additional insured.

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

5.7 EVIDENCE OF INSURANCE

The Consultant will furnish to the Chief Procurement Officer and to the County's Director of Risk Management certificates of insurance, and upon the County's request, full copies of all Insurance Policies evidencing coverage as stated above issued by an insurance company authorized to do business under the laws of the State of Illinois, accepted by the County and will have a financial rating no lower than VII and a policy holder's service rating no lower than (A) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Such policies will provide that no cancellation or modification of the policies will occur without at least sixty (60) calendar days prior written notice given to the County.

5.8 NO WORK WITHOUT INSURANCE

The County will not allow the Consultant to commence, and the Consultant will not commence any work under this Agreement, until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer and the Cook County Director of Risk Management. Thereafter, the Consultant will, not less than 60 days prior to the expiration of each and any policy of insurance required hereunder or in the case Consultant replaces its insurance with another policy or another carrier, deliver to the Chief Procurement Officer evidence satisfactory to the Chief Procurement Officer of the renewal or replacement of such expiring policy. The renewal or replacement policy will comply with the provisions of this Article 5.

5.9 ERRORS AND OMISSIONS LIABILITY INSURANCE

The Consultant will maintain Professional Errors and Omissions Liability Insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with a deductible of no more than \$25,000 per negligent act, error or omission and in the aggregate. The deductible will be the responsibility of the Consultant. Such insurance will be provided on a claims made basis and will be kept in force for a period not less than three years beyond Final Completion of the entire Project. Such insurance will be primary with respect to other insurance maintained by the Consultant. To the extent available, such insurance will be retroactive to the date that the Consultant commences services pursuant to this Agreement.

5.10 MAINTENANCE OF INSURANCE REQUIREMENTS

The Consultant will not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this Agreement and will at all times satisfy the requirements of the insurance companies issuing them.

ARTICLE 6
BASIS OF COMPENSATION

6 COMPENSATION FOR BASIC SERVICES

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

6.1 COMPENSATION FOR BASIC SERVICES

For the faithful and complete performance of the Consultant's Basic Services under this Agreement, as described in Article 2, compensation will be based on a "Not To Exceed" lump sum amount of \$915,999. Progress payments for Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion. The above lump sum includes the cost of \$9,985 for the project Software license and the user fees identified with the County's RFP. This excludes additional services below.

6.2 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services will not exceed as described in Article 3 will be either on the basis of a lump sum fee or an hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services will be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services will be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which will not exceed the sum of \$48,000 for Additional Services for this Agreement. No funds from this budgetary category will be expended or authorized without the advance written authorization of the County. Regardless of whether Additional Services are rendered, the County will have no obligation to pay for Additional Services unless the same have been specifically set forth in a writing prepared by the Consultant and approved in writing by the County.

6.3 COMPENSATION FOR REIMBURSABLE EXPENSES

The Consultant's budget for Reimbursable Expenses will not exceed (0.00) for previously authorized expenses falling within the following categories: (a) document printing and distribution through Pre-Construction Services and Construction Services Phases (but only to the extent such printing and distribution exceeds the copies of submissions/deliverables and printing of bidding documents included in Basic Services pursuant to Sections 2.1.1.3 and 2.5.6 or elsewhere in this Agreement); (b) out of town travel requested by the County; (c) messenger services requested by the County; (d) expense of renderings, models and mock-ups requested by the County. All other out of pocket expenses generally incurred in performing the Basic Services will not be considered reimbursable by the County, such as long distance phone calls and faxes, clerical and secretarial services, in house copying, study models, overnight deliveries to team members, local hotel stays, meals, taxi cab expenses, mileage and parking expenses.

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

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

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

6.5 COMPENSATION FOR EXTENSIONS OF PROJECT DURATION

Except as provided in and subject to Section 4.2.4 regarding Project suspension, if the Project duration is extended beyond the scheduled completion date as defined by the Schedule without fault on the part of the Consultant and where the Consultant has given all required notices of Project delay as set forth in Sections 2.1.12.4 and 2.1.12.5, then the Consultant will be entitled to assert claims for additional compensation provided that, within fourteen (14) days after the Consultant has knowledge of any circumstance which may give rise to an extension of the Project duration, it will submit written notice of its claim to the County, specifying such circumstance. The timely provision of this notice in proper form is a condition precedent to the making of a valid claim. If such notice is not given for any such period of delay, the Consultant waives any claim it may have for additional compensation for such period of delay

6.6 ERROR AND OMISSION RETAINAGE FUND

Not applicable to this project.

6.6.1 "E & O Costs" Defined. Not applicable to this project.

ARTICLE 7

PAYMENTS TO THE CONSULTANT

7 PAYMENT PROCEDURES

7.1 PAYMENTS FOR BASIC SERVICES

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

7.2 INVOICING

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

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

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

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

7.2.4 Cook County Code, Chapter 34, Sec. 34-31.0 Pursuant to the Cook County Code, Consultant shall be required to submit itemized records as a condition of payment, indicating the dates or time period during which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period

in question. In addition, Consultant shall be required to submit documentation of the types and amounts of expenses when submitting invoices for Reimbursable Expenses, as a condition of payment.

7.3 RECORDS OF EXPENSES

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

7.4 RIGHT TO AUDIT; LIMITATION ON WAIVER OF DISPUTE

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

7.5 COUNTY'S RIGHT TO WITHHOLD

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

ARTICLE 8

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.1 NON-DISCRIMINATION

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

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

No person who is a party to a contract with the County will engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. The Consultant is to certify its compliance with

these policies and its agreement to abide by such policies as a part of its contractual obligations.

8.3 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY CODE, CHAPTER 34, Section 34-275-285, ET. SEQ.

- 8.3.1 Policy and Goals.** It is the policy of the County to prevent discrimination in the award of, or participation in, County contracts and to eliminate arbitrary barriers for participation as both prime and sub-consultants in 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.
- 8.3.1.1 Options for Meeting Goals.** A Consultant may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBE or WBE firms; by subcontracting a portion of the work to one or more MBE or WBE firms; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBE or WBE firms in other aspects of the consultant's business; or by a combination of the foregoing.
- 8.3.1.2 Failure to Carry Out Goals a Breach.** A Consultant's failure to carry out its MBE/WBE commitments in the course of a Consultant's performance will constitute a material breach of the Agreement, and if such breach is not appropriately cured, may result in the termination of the Agreement or such other remedy authorized by the Ordinance as the County deems appropriate.
- 8.3.2 Required Submittals.** To be considered responsive to the requirements of the Ordinance, the Consultant has submitted the documentation required to be submitted with proposals as described in Sections 8.3.2.1, 8.3.2.2 and 8.3.2.3 below. All such documentation will be reviewed by the Contract Compliance Administrator of the County.
- 8.3.2.1 Affirmative Action Plan.** Each Consultant will submit with its proposal a copy of its current internal affirmative action plan. If a Consultant has no internal affirmative action plan, Consultant will submit a statement stating why Consultant has no such plan. In lieu of an internal affirmative action plan, a Consultant may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Projects.
- 8.3.2.2 Consultant's MBE/WBE Efforts Documentation.** Each Consultant will submit with its proposal, supporting documentation which evidences efforts the Consultant has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.
- 8.3.2.3 Consultant's Statement; Use of MBE/WBE Efforts Professionals.** Each Consultant will submit with its proposal, a statement which discloses how the Consultant intends to maximize the use of its MBE/WBE professionals in the course of performing the Agreement.
- 8.3.3 Non-Compliance.** Consultant will remain in compliance with the submittals provided pursuant to the above requirements throughout the term of the Agreement. If the County determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Consultant of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.
- 8.3.4 Reporting/Record-Keeping Requirements.** The Consultant will comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, Consultant is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.
- 8.3.5 Equal Employment Opportunity.** Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as

they relate to Consultant's and Sub-consultant's obligations.

ARTICLE 9

CONSULTANT'S REPRESENTATIONS AND WARRANTIES

9 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1 Consultant's Representation of Authority.** The Consultant represents that the Consultant is authorized to do business in the State of Illinois. The Consultant hereby represents and warrants that the person executing this Agreement on behalf of the Consultant is duly authorized to do so and has submitted documentation evidencing such authority, and this Agreement is a legal, valid and binding obligation of the Consultant, enforceable against the Consultant in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.
- 9.2 Financial Capacity.** The Consultant represents and warrants that the Consultant is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder based on timely payments by the County and will promptly give to the County written notice of any material adverse change in the financial condition of the Consultant.
- 9.3 Independent Contractor; Joint and Several Liabilities.** The Consultant represents and warrants that the Consultant is an independent contractor and will not represent to any third party that its authority is greater than that granted under the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if the entity which is the Consultant hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the Consultant under the terms of this Agreement is a covenant, agreement, indemnity and obligation undertaken by each partner or joint venture partner, as the case may be, in the entity which is the Consultant (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of Consultant will be performed and observed by any one of the Joint Venture Partners regardless of the performance or non-performance of such covenants, agreements, indemnities or obligations by any of the other Joint Venture Partners.
- 9.3.1 Ability to Perform.** The Consultant represents that the Consultant is able to furnish the professional services, and any materials, supplies, equipment and labor required to complete the Basic Services required hereunder and perform all of its obligations and has sufficient experience and competence to do so. All personnel providing services on the Project will be qualified by training, licensing, and experience to perform their assigned tasks.
- 9.3.2 Familiarity with Project.** The Consultant represents that the Consultant is familiar with the requirements of the Project and this Agreement, and is experienced in the areas of planning and performing CMA services, and will employ the services of others experienced in the areas of planning, designing, and performing CMA, and other services required of Consultant under this Agreement. The Consultant has the necessary skill, financial resources and personnel to successfully complete its services under this Agreement.
- 9.4 Covenant to Use Professional Efforts.** The Consultant covenants with the County to use its professional efforts, skill and judgment and abilities to perform all services provided hereunder in accordance with the Standard of Care.
- 9.5 No Reliance on Matters Not in Agreement.** Except only for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by the County, its officials, agents, or employees has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant, including any representation, statement or promise referring to: (i) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Agreement; (ii) the nature, existence or location

of materials, structures, obstructions; utilities or conditions, surface or subsurface, which may be encountered at or on the site; (iii) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general or local conditions which may in any way affect this Agreement or its performance; (v) the price of performing the Consultant's obligations; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance thereof or those employed herein or connected or concerned herewith.

- 9.6 Adequate Review.** The Consultant represents that Consultant was given ample opportunity and time and was hereby requested by the County to review thoroughly all documents forming this Agreement prior to execution of this Agreement.
- 9.7 No Criminal Proceedings.** The Consultant has not received notice, or has no reasonable basis for believing, that it or any of its officers are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of anti-trust violations; business fraud; discrimination due to race, creed, color, handicap, gender, marital status, age, national origin, religious affiliation; or failure to fulfill any obligation required by law or contract pertaining to affirmative action. The Consultant will secure the same representation and warranty from its Sub-consultants and agents performing the Consultant's obligations under this Agreement.
- 9.8 True and Correct Statements.** The statements of the Consultant contained herein and any and all documents submitted by or on behalf of the Consultant pursuant to this Agreement are and will be true and correct in all material respects, and neither this Agreement nor any of such documents omits or will omit any material fact necessary to make the statements of the Consultant contained herein or therein, when delivered to the County, in light of the circumstances under which they were made, not misleading. The Consultant will provide prompt notice to the County whenever any representation or warranty herein ceases to be true or correct.

ARTICLE 10

DEFAULT AND DISPUTES

10 DISPUTES AND DEFAULT

10.1 DISPUTES

- 10.1.1 Presentation of Dispute.** If the Consultant disputes any decision by the County, then the Consultant will present such dispute to the Director of the Office of Capital Planning and Policy. If any disputes remain unresolved after twenty (20) days of such presentation, the Consultant may give written notice thereof to the County, requesting that the Chief Procurement Officer decide the dispute. The notice will include a description of the dispute, specify the provisions of this Agreement relating to the dispute, and state whether the dispute was previously presented to the Director of the Office of Capital Planning and Policy. Upon request of the Chief Procurement Officer, the Director of the Office of Capital Planning and Policy will submit to the Chief Procurement Officer a written response to the notice, and will send a copy of the response to the Consultant. The Chief Procurement Officer's decision on the dispute will be rendered in writing, and will be furnished to both the Director of the Office of Capital Planning and Policy and the Consultant. Dispute resolution as provided herein will be a condition precedent to any other action by the Consultant at law or in equity.
- 10.1.2 Continuation of Services.** Notwithstanding any dispute, the Consultant will continue to discharge all of its obligations, duties and responsibilities under this Agreement as interpreted and directed by the Director of the Office of Capital Planning and Policy during the pendency of dispute resolution proceedings pursuant to this Section.

10.2 DEFAULT

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

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

10.3 REMEDIES

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

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

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

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

10.3.1.4 Non-Performance; Delays. The Consultant will be liable to the County for reasonable expenses incurred by the County, including court costs, as the result of the Consultant's non-performance or delay in the performance of the service required by the terms of this Agreement, to the extent that such expenses are not caused by persons or events beyond the Consultant's control.

10.3.1.5 Compensation Due as of Termination. All compensation due the Consultant will be calculated based upon the terms of Article 6 to the effective date of termination and will be paid to the Consultant except where the County may have a claim or dispute with regard to such payment.

10.3.1.6 Taking Over of Work. If this Agreement is terminated by the County as a result of the Consultant's

default and the County does not elect to continue using the Consultant's services, the termination will be effective at the expiration of the five (5) day notice period and the County may take over and complete the Consultant's work or it may contract with others for such completion. In such event, the Consultant will be liable to the County for any additional costs incurred by the County for such completion. After County has secured replacement services or taken over the work itself, the Consultant will within fourteen (14) days remove any and all of the Consultant's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.

10.3.1.7 Turnover of Project Documents. In the event of termination of this Agreement by the County, all finished and unfinished documents, data, studies and reports prepared by the Consultant, its subcontractors, agents and employees and any other County property in the Consultant's custody will be transmitted to the County within seven (7) days after the date of termination of this Agreement. The Consultant hereby assigns to the County all the right, title and interest of the Consultant in and to all subcontracts and consulting agreements and contracts to be effective without further action of the parties hereto upon the termination of this Agreement.

10.3.1.8 All Remedies Available. In addition, the County will have the right to pursue all remedies in law or equity, including, but not limited to, actions for damages and rights of set off.

10.3.2 Consultant's Remedies. If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to Section 10.2.1, the Consultant will have the right to terminate this Agreement; provided, however, that the Consultant will give the County thirty (30) days prior written notice of termination. In the event of termination the County will have the right to continue using the Consultant's services in full for a reasonable period of time until County will have replaced such services. The Consultant will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of this Agreement will remain in full force and effect.

10.3.2.1 Compensation for Services Completed. All compensation due the Consultant will be calculated based upon the terms of Article 6 to the date of termination and will be paid to the Consultant except where the County may have a claim or dispute with regard to such payment.

10.3.2.2 Removal of Consultant's Personnel, Property. After replacement services have been secured and are operational the Consultant will within fourteen (14) days remove any and all of Consultant's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.

10.3.2.3 All Remedies Available. The Consultant will have the right to pursue all remedies available in law or equity. In all cases the Consultant's damages will be those provable damages not to exceed the value of this Agreement as awarded by the County's Board of Commissioners, less the expenses saved in not having to perform this Agreement. This notwithstanding, due to the critical nature of this Agreement, the Consultant will not unilaterally disrupt the operation or unilaterally repossess any component thereof.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11 MISCELLANEOUS PROVISIONS

11.1 DISQUALIFICATION FOR NON-PERFORMANCE COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.

No person or business entity will be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the County's Board of Commissioners. The period of ineligibility will

continue for 24 months from the date the County's Board of Commissioners terminates the contract. The Consultant hereby represents and warrants to the County that the Consultant has not had an awarded contract terminated for cause by the County's Board of Commissioners within 24 months prior to the Effective Date.

11.2 FORCE MAJEURE

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

11.3 GENERAL NOTICE

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

TO THE COUNTY:

CHIEF PROCUREMENT OFFICER

County of Cook
118 North Clark Street
Room 1018
Chicago, Illinois 60602

OFFICE OF CAPITAL PLANNING & POLICY

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

TO THE CONSULTANT:

Firm Name: FAITHFUL + GOULD
Attn: PAUL R. LAKIN, VICE PRESIDENT
Address: 230 WEST MONROE STREET, SUITE 2300
City, State, Zip: CHICAGO, IL 60606

11.4 TAXES

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

11.5 GOVERNING LAW AND VENUE

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

provisions.

11.6 WAIVER

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

11.7 HEADINGS

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

11.8 ENTIRE AGREEMENT

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

11.9 SEVERABILITY

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

11.10 NO THIRD PARTY BENEFICIARIES

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

11.11 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

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

11.14 SURVIVAL

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

11.15 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

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

11.16 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS

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

END

APPENDIX A
BOARD AUTHORIZATION

APPENDIX B

SCOPE OF SERVICE

John H. Stroger Campus – Construction Management Administration Services

GENERAL RESPONSIBILITIES OF THE CMA

A. Detail of Services

The responsibilities of the CMA include all services and tasks required to fulfill the intent of the scope for this contract. A summary of responsibilities are included below. This summary is not intended in any way to limit the responsibilities of the CMA. Responsibilities of the CMA include but are not limited to:

1. The CMA shall function as the primary contact and authority on construction administrative activities to ensure the optimization of the budget, schedule and service delivery.
2. The CMA shall become familiar with and utilize the Cook County Office of Capital Planning and Policy (OCP) web based management system. Currently the software system being utilized is Wizard Software Solutions – Projecto.
 - a. It is the responsibility for the CMA to oversee all electronic transfer of data from the field to the OCP web-based management system.
 - b. The CMA is responsible for all reporting, correspondence, daily photographic documentation, and analysis to be uploaded electronically.
 - c. The CMA shall provide monthly project reports, indicating schedule, budget, and other project deliverables, using the OCP's web-based management system.
 - d. The CMA will be required to include in their proposal the cost to purchase the license to utilize the Cook County Wizard software system for the duration of the project. The cost for license and professional services is a one-time fee of \$1,300. The recurring annual cost is \$1,080 and/or \$90.00 per month for the duration of the project(s). Please calculate this amount into your proposal accordingly. For additional users you will need to include a one-time fee of \$495.00 and \$90 per month for the duration of the project.
3. The CMA will be become familiar with all of the project progress to date. Including but not limited to; All potential change orders (PCO's), construction change directives (CCD's), proposal requests (PR's), approved change orders (CO's), requests for information (RFI's) and RFI responses, shop drawings, and all other project related documents that will permit the CMA to perform the services with the standard of care required for these specific services.
4. The CMA shall assist the General Contractor and AOR in coordination with all County and State agencies, including zoning, planning, sidewalks, Bureau of Underground, Department of Health (County and State), electricity, gas, water, sewer, Illinois Department of Corrections (IDOC). CMA shall also assist in obtaining building permits, certificates of occupancy and fire system approvals
5. Conflicts and Disputes
 - a. Help mediate and resolve disputes in a fair and impartial manner.
 - b. Assist the County in the resolution of any dispute that is presented to the County Procurement Office requiring resolution.
 - c. Make recommendations concerning disputes; questions of interpretation and evaluation for revisions to the contract work.

6. The CMA shall provide risk assessments and identify potential claims through final completion and closeout of the project.
7. The CMA shall work with the Cook County Compliance department to assist in monitoring monthly compliance reports to ensure compliance with the County MBE-WBE programs for the Contractor and the Architect of Record.
8. The CMA is responsible for scheduling and conducting pre-construction and weekly construction site meetings.
 - a. Meetings shall discuss matters of procedure, progress and scheduling
 - b. Coordination with GC to ensure that project minutes for the meeting are prepared and distributed to all parties in attendance, within three (3) business days.
9. The CMA is responsible for reviewing and making recommendations to all project related cost proposals. Including but not limited to:
 - a. Additional costs that are generated by the general contractor (GC), including potential change orders (PCO's) construction change directives (CCD's), proposal requests (PR's), change orders (CO's), and requests for information (RFI's) with their subsequent RFI responses.
 - b. Preparation of Change Orders and Change Change Order Logs
 - c. Errors & Omissions Analysis and Logs
 - d. Review proposals submitted and develop cost estimates to compare against submitted proposals by the general contractor. Negotiate proposals with the assistance of the Architect of Record and provide recommendations of construction change orders to the Project Director.
 - e. Review additional costs and credits submitted by the Architect of Record (AOR) and their sub consultants for professional services. CMA shall negotiate these proposals on behalf of the County.
 - f. Evaluation of substitution requests in conjunction with the AOR.
10. Document Management
 - a. Maintenance of project documents: Preparation of daily, weekly and monthly progress reports
 - b. Manage timelines and deliverables for all project documentation
 - c. Work with GC to provide cash flow reports
 - d. Ensure compliance with approved plan changes and ensure that all parties are provided with up-to-date project documents and if required issue directives to the responsible party to provide such document.
11. Daily On-Site Construction Observation
 - a. Monitor progress and performance
 - b. Review general conformance with contract documents and specialized site observations
 - c. CMA shall maintain a log of all site observations for non-compliant work to be tracked and discussed at weekly meetings. This log shall incorporate site observation reports from all other consulting firms including but not limited to: Architect's, Engineer's, Testing Authority and County Representative from the User Agency.
 - d. Review of contractor's documentation of work recommendations regarding nonconforming work and advise in conjunction with governing authorities on acceptable remediation.
 - e. Review of all professional services field reports to observable defects and advise on remediation
12. Inspections
 - a. Coordination required with all parties to ensure all required reviews and inspections completed and documented.

13. Close-Out

- a. Establish a close out matrix to satisfy all County close out requirements.
- b. Hold a meeting to review close out matrix with all parties within two (2) months of NTP to CMA contract.
- c. Oversight of any commissioning requirements
- d. Review and distribute updated punch lists, corrective work and inspections.
- e. Receipt and review of all documentation required for Final Completion.
- f. Receipt and Review of Required Documentation Required for Substantial Completion
- g. Close-out reports
- h. Post close-out services

14. The CMA staff will be located on site. The County will provide space and appropriate office furniture. The consultant will need to provide their own equipment.

15. Cook County may elect to utilize a consultant to digitally photograph the construction project. It will be the responsibility of the CMA to coordinate and manage this consultant on behalf of Capital Planning.

16. The CMA shall review and monitor in conjunction with the Architect of Record the Cook County Ordinance section 2.6 below. All new building construction and major renovations must be designed to meet various requirements for Leadership in Energy and Environmental Design (LEED) certification. Further, in accordance with the County's Green Building Ordinance, all new buildings and major renovations must meet the goal of obtaining at least 8 points in the LEED-NC Energy and Atmosphere category. The level of LEED certification may vary by project. We encourage other recommendations for improving the sustainability for all facilities and landscapes.

Building Construction Ordinance Section 2.6

- (a) In this section the term "Leadership in Energy and Environmental Design (LEED)" means a green building rating system promulgated by the United States Green Building Council (USGBC) that provides specific principles and practices, some mandatory but the majority discretionary, that may be applied during the design, construction, and operation phases, which enable the building to be awarded points from reaching present standards of environmental efficiency so that it may achieve LEED certification from the USGBC as a "green" building, as such rating system exists on November 7, 2002.
- (b) The County does hereby order the Department of Capital Planning and Policy to take the steps necessary to assure that all newly constructed buildings and all buildings scheduled for capital improvement are designed, built, and operated in accordance with the standards and requirements of the LEED Green Building Rating System, Version 2.0, and does further order that each new building must meet the requirements for LEED certification.
- (c) The USGBC intends to release a revised version of the LEED Green Building Rating System every three years; and Cook County shall refer to the most current version of the LEED when beginning a new building construction permit project or

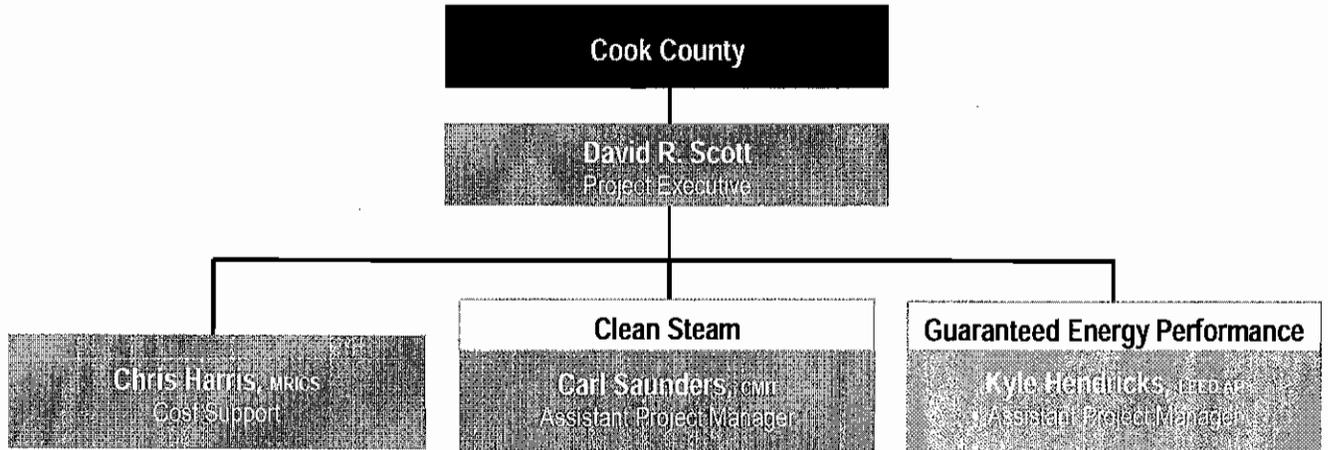
renovation.

- (d) ~~With specific regard to the LEED Energy and Atmosphere category, because achieving increasing levels of energy performance above the set energy code standards is the surest way of realizing significant operational cost savings, all buildings shall set a goal to obtain a total of at least eight points in this category.~~
- (e) The County also orders that LEED Existing Building rating system be used during retrofit projects of its current standing structures and does further order that each retrofitted building shall meet the requirements for LEED certification for existing buildings.
- (f) New construction and major renovation projects shall incorporate bird-safe building materials and design features, including, but not limited to, those recommended by the City of Chicago's "Bird-Safe Building Design Guide for New Construction and Renovation," the City of Toronto's "Bird-Friendly Development Guidelines," and New York City Audubon's "Bird-Safe Building Guidelines."
- (g) The County shall make existing buildings bird-safe where practicable

APPENDIX C

KEY PERSONNEL

PROJECT TEAM ORGANIZATION CHART



HEALTHCARE EXPERIENCE

The healthcare and research industry is at the heart of Faithful+Gould's core business streams. Our global reach provides the resources to manage large, complex projects, while our local presence enables us to provide individual attention on jobs of all sizes. We have overseen construction and renovation projects in all types of healthcare facilities, including the following:

- Cancer research and treatment
- Cardiovascular treatment and rehabilitation
- Research and education centers
- Children's hospitals and outpatient surgeries
- Primary and secondary care facilities
- Laboratories
- Medical office buildings

Faithful+Gould is committed to taking care of your facilities so you can take care of your patients. Faithful+Gould has worked on hundreds of hospitals in the United States. We have an unrivalled database of extensive hospital cost information, and our estimators understand the intricacies of working in operating hospitals.

Differentiators

- We have completed more than ten proton therapy centers around the nation.
- As developers of the original UNIFORMAT for the U.S. General Services Administration (GSA), we have continued helping the industry establish best practices for cost and value management with UNIFORMAT II - the cost control building standard adopted by the American Society for Testing Materials (ASTM).
- We effectively use BIM for estimating, 4D scheduling and constructability reviews. We are adept at assisting owners with management of the overall BIM process to derive maximum benefit from the process.
- Our strategic facility consulting (SFC) helps to create knowledge that can be used to determine how to allocate funds in order to drive operational and life-cycle cost savings, cost avoidance and risk mitigation. SFC includes energy studies and environmental assessments for existing health care facilities.
- Using accurate cost forecasts shown in real-time, our innovative software systems for project controls can find any future cost exposure a hospital may have.

PROJECT EXPERIENCE

The following pages demonstrate the project experience of our team:

Faithful+Gould

- ProCure Treatment Centers; Various Locations
- Children's Hospital, Clinical Building Expansion; Boston Massachusetts
- Miller Children's Hospital, Pediatric Addition; Long Beach, California
- University of Texas Southwestern Medical Center, Dallas, Texas
- Northwestern Memorial Hospital, Hospital Refurbishments; Chicago, Illinois
- Carle Heart and Vascular Institute Center; Urbana, Illinois

ESD

- Provena Mercy Medical Center; Aurora, Illinois
- University of Kansas Hospital; Kansas City, Kansas
- BP Naperville Energy Modeling and Optimization; Naperville, Illinois
- Prentice Women's Hospital; Chicago, Illinois
- US Bank Plaza; Madison, Wisconsin

3. KEY PERSONNEL

For this opportunity, we have developed a team that we believe will provide the best services to support the Stroger Hospital Campus project.

PROJECT EXECUTIVE

Dave Scott will be leading our project team as the project executive. Dave has more than 29 years of experience in construction management. He will have oversight of and coordinate the team and act as the main point of contact with the client/end user groups.

PROJECT MANAGER - FAITHFUL+GOULD

Tom Coleman will be the project manager for this project. Tom's responsibilities will include the day to day delivery of the CMA services. Tom will lead interaction between the owner, project executive, design team and contractors to ensure project goals are met on time. He will be on-site full time.

PROJECT MANAGER - ESD

James Vallort will be the project manager on our team for this project. James will work with Tom in managing day to day delivery of the CMA services.

ASSISTANT PROJECT MANAGER - ESD

Kyle Hendricks, LEED AP, will act as the assistant project manager for this project. Kyle will assist the project managers to ensure that daily project objectives are met. He will be on-site full time.

ASSISTANT PROJECT MANAGER - FAITHFUL+GOULD

Carl Saunders, CMIT will act as the assistant project manager for this project. Carl will assist the project team to ensure that daily project objectives are met.

COST SUPPORT

Chris Harris brings more than 30 years of cost estimating support experience. Chris will support the CMA team as required with a focus on estimating, change order review and management, and bid evaluations.

ADMINISTRATION SUPPORT / DOCUMENT MANAGEMENT

Tina McGill will support our project teams as an administrator and document manager.

TEAM RESUMES

Please see the following pages for representative project experience of our proposed team on their resumes.

APPENDIX D
SUBCONTRACTORS

5. MWBE COMPLIANCE PLAN

Faithful+Gould is pleased to team with Environmental Systems Design, Inc. (ESD). ESD provides consulting-engineering services focused on high-performance buildings throughout the world.

They deliver value to the projects they manage by making building occupants more healthy and productive and facilities more cost effective, flexible, reliable, and sustainable. Utilizing an integrative design process, their 230 engineering and design professionals apply innovative technologies and sophisticated tools to meet technical and economic goals. Founded in 1967, the firm is a valued partner to many public and private clients seeking to enrich collaboration through diversity.

Environmental Systems Design, Inc. (ESD)
175 West Jackson Boulevard, Suite 1400
Chicago, Illinois 60604

Contact:

John Hattle, AIA
jhtattle@esdglobal.com
312.456.2245

ESD's core services include:

- Mechanical
- Electrical
- Plumbing
- Fire Protection
- Life Safety/Fire Alarm
- Technology
- Energy/Eco-Services
- Systems Commissioning
- BIM Technology

Core engineering disciplines of mechanical, electrical, plumbing, fire protection, life safety /fire alarm, and technology are the foundation of our firm's services. ESD provides a single source for customized infrastructures and our engineers engage in a collaborative approach to achieve our client's collective needs and priorities. Their professionals have expertise with local and international building codes, allowing us to facilitate effective and efficient systems design.

Whether developing infrastructure for a new building, systems upgrades of an existing building, or overall integration of engineering systems, ESD can be a single resource for clients seeking optimal building system functionality and work place productivity.

Please see our completed MWBE Compliance Plan Utilization forms on the following pages as well as ESD's MBE certification with the City of Chicago.

MBE/WBE UTILIZATION PLAN (SECTION 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.

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate 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 from the Office of Contract Compliance)

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 and III).

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

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

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

MBE/WBE Firm: Environmental Systems Design, Inc.

Address: 175 West Jackson Boulevard, Suite 1400, Chicago, IL 60604

E-mail: jhattle@esdglobal.com

Contact Person: John Hattle Phone: 312-456-2245

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 35% %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Environmental Systems Design Certifying Agency: City of Chicago
Address: 175 W. Jackson Blvd., Suite 1400 Certification Expiration Date: December 15, 2013
City/State: Chicago, IL Zip: 60604 FEIN#: 36-2613-1105
Phone: 312-372-1200 Fax: 312-372-1222 Contact Person: David Callan
Email: dcallan@esdglobal.com Contract #: RFQ #13-BB-066

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Mechanical, Electrical, Fire Protection, Plumbing, Technology, Commissioning

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

35% of total

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Services/Supply and Fee/Cost were completed.

[Signature]
Signature (MWBE)
David Callan
Print Name
Environmental Systems Design, Inc.
Firm Name
March 5, 2012
Date

[Signature]
Signature (Prime Bidder/Proposer)
Paul R. Lakin
Print Name
Faithful + Gould
Firm Name
3/13/2013
Date

Subscribed and sworn before me

this 5 day of March, 2013
Notary Public: [Signature]

SEAL

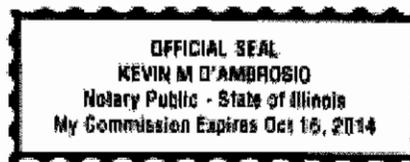
Subscribed and sworn before me

this 13 day of March, 2013
Notary Public: [Signature]

SEAL



2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES

DEC 27 2012

CITY OF CHICAGO

Raj Gupta
Environmental Systems Design, Inc.
175 West Jackson Blvd. Suite 1400
Chicago, Illinois 60604

Annual Certificate Expires: December 15, 2013

Dear Mr. Gupta:

We are pleased to inform you that Environmental Systems Design, Inc. has been certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until December 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by December 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by October 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

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

DEC 27 2011

Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, 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 \$5,000.00 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 – 541330 – Engineering Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

APPENDIX E
PROJECT SCHEDULE

2. PLAN OF ACTION

PROJECT UNDERSTANDING

Faithful+Gould understands that the Cook County office of Procurement is seeking to engage a professional firm to provide Construction Management Administration (CMA) services in support of two projects at the Stroger Hospital campus. The objective of the CMA services is to safeguard the interests of the owner and provide quality control, oversight, coordination and administration of the design and construction process to achieve the stated project goals for quality, cost and schedule. Our proposed team has been assembled using a combination of the best of our local, in-house, staff augmented with engineering expertise provided by our colleagues from Environmental Services Design (ESD). The following project approach will detail how our team will deliver both projects to meet and exceed the expectations of the client stakeholders.

It is our understanding that the Guaranteed Energy Performance project is already underway and is currently around 5% complete. This program comprises multiple smaller projects with the objective of maximizing energy efficiency, reducing greenhouse emissions and reducing energy costs across the campus. These Energy Conservation Measures (ECMs) are being implemented by Johnson Controls (JCI) based on their previously developed audit. Our CMA team will focus on working together with JCI to successfully deliver the project objectives. Our support services will include construction and post-construction activities.

The second project is the Clean Steam Piping Replacement at the John H. Stroger Jr. Hospital. This objective of this project is to replace the severely corroded existing system. This project is going through final design now, with a targeted bid solicitation for General Contracting services in April 2013. It is anticipated that this project will be completed over 2 years. Our team will work with the client and design team to support the pre-construction, construction and post-construction phases of this project.

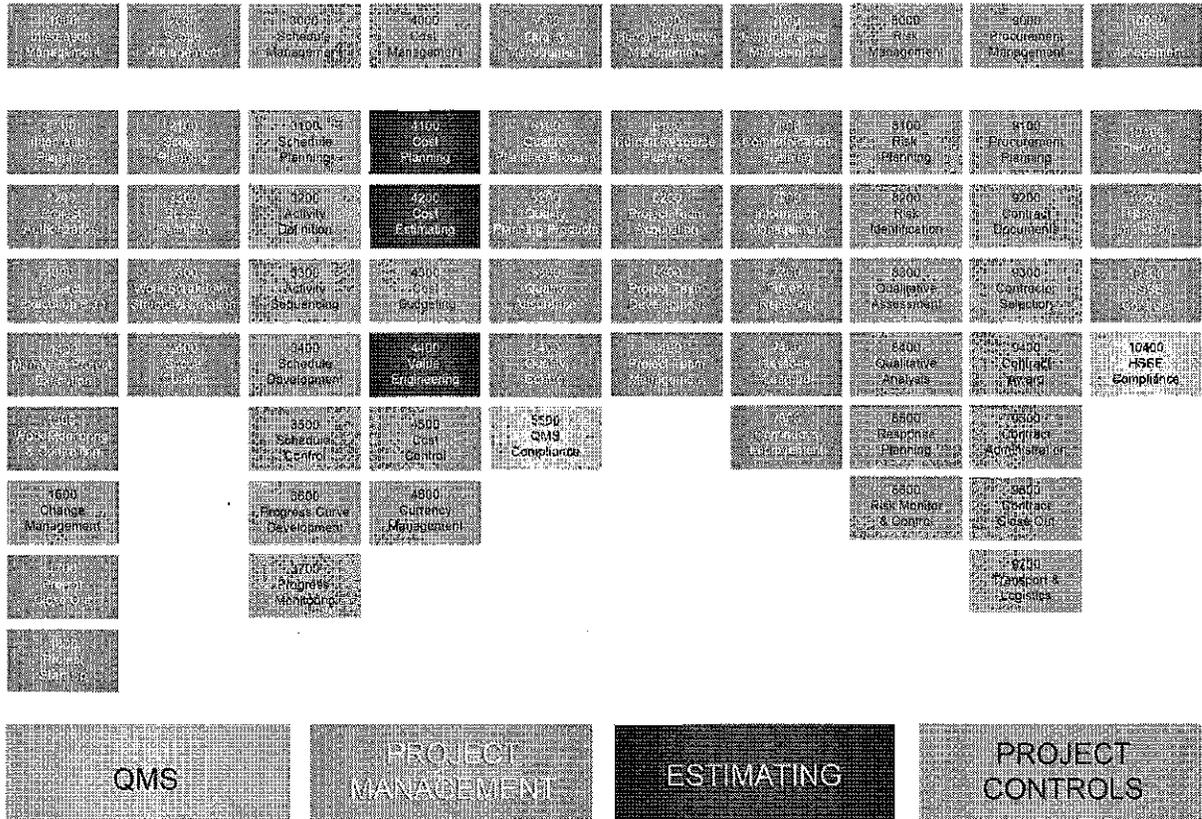
PROJECT IMPLEMENTATION PLAN

The Faithful+Gould team will work as a single integrated unit to oversee delivery of these two projects from pre-construction, through construction and start-up to final commissioning and turnover. Our team comprises multi-disciplined professionals known for their experience, leadership, objectivity and adaptability across business streams and key service offerings. Our team will assign a project specific PM and assistant PM team supported by our Admin/ Document Management and Estimating staff, as required. Our Project executive will have oversight of and coordinate our team and act as our main point of contact with the client/end user groups. We believe this will provide the most efficient, cost effective and robust structure; allowing our team to focus on their project deliverables (see organization chart).

Faithful+Gould's approach to the CMA role is based on a set of defined core elements of management that are integral to the success of the project execution. These 10 areas of expertise are defined as follows, and create the framework of best practices for all the Construction Management Administration services that our team will bring to the Stroger Hospital Campus projects (please see the following pages for a graphic summary).

Faithful+Gould's CMA best practices reflect the scope of work and deliverables as defined in the RFP, Exhibit A and the proposed form of contract.

Project Management System



1. Integration Management / Project Planning (Contract Section 2.1, 2.6, 2.7)

Project integration management is a collection of processes that outline the goals and structure of the project. This definition of key stakeholder goals and structure will allow the project to start on strong building blocks to achieve a successful outcome.

- Develop a Project Execution Plan (PEP): The PEP will be a strategic plan for the projects including a well defined scope statement, constraints, procurement strategies, milestone schedules and project challenges / risks. The PEP will also define the objectives and key performance indicators (KPI's) to monitor and ensure that the project's objectives of quality, performance, cost and time are achieved.

- Develop a Project Manual: An output of the PEP will be a project manual which will capture the project organization and stakeholder authorization structure, project procedures, document and communication procedures, construction administration responsibilities, safety and security requirements, quality controls and assurance and close out process.

This document will include details on how we propose to monitor, report and ensure compliance with county MBE-WBE programs.

- Develop Project Close-Out – This process will include overseeing the duties of JCI/GC with regard to the punchlist, start-up and commissioning program, facility management training, close-out submittals and obtaining certificates of occupancy.
- Guaranteed Energy performance Program
 - Obtain copy of the JCI Investment Grade Audit
 - Obtain detailed scope documentation for each of the ECM deliverables
 - Review all project progress documentation, including RFIs and responses, submittals, and shop drawings
 - Coordination with governing agencies - Review design documents prior to submission for IDPH review
- Clean Steam Piping Replacement
 - Obtain copies of EOR drawings and specification
 - Review of design documents for compliance with owner's project requirements (OPR) and basis of design (BOD)
 - Coordination with governing agencies - Review design documents prior to submission for IDPH review

2. Scope Management (Contract Section 2.1, 2.6, 2.7 & 2.8)

Scope management is critical to achieve the key objectives of the project and to ensure that the project is self-contained, well defined to meet the goals, and does not expand. The scope element section includes:

- Scope statement – Basic parameters and program (review, examine and expand upon information developed to date).
- Verifying the scope – Monitor all design deliverables for compliance to the scope statement and objectives. This will also include working with the client to facilitate the permitting and expediting processes.
- Controlling the scope – Faithful+Gould will assist with constructability reviews for complex activities, provide strict adherence to a defined change control process, and provide a thorough evaluation of the construction and bid documents. Assist with scope reviews and provide recommendations to assist with the bidding process for subcontractors.

During construction we will monitor and review design documents that they are well managed (RFI's, SK's, Field Directives all captured in ASI - Architects Supplemental Instructions). This will include clear coordination and scope adherence from construction documents to subcontractor shop drawings to the resulting work in the field. We will review and monitor construction progress to ensure compliance with the Owner's Project Requirements (OPR) and Basis of Design (BOD). Completion of Installation & Verification checklists will be compiled and maintained along with a master site observations log.

3. Time Management (Contract Section 2.1, 2.7 & 2.8)

A key third element of the Faithful+Gould project approach is time management. Faithful+Gould will manage the overall client master schedule as well as integrating individual project schedules to encompass all relevant design, procurement, construction and post construction milestones. This element includes processes for:

- Developing schedules – The master project schedule will be truly a tool to guide the project and will be maintained and issued every two (2) weeks throughout the design and construction phases of each project. This schedule will also capture all design, vendor, FF&E, IT and other related client milestones.
- Reviewing schedules – The CMA's baseline schedule will be reviewed in accordance with the contractual requirements. Monthly updates will be reviewed to monitor changes and confirm these are not made without the client team's and PD's knowledge and approval, that the schedule reflects actual progress on site, and that progress is being tracked to determine if any trends are developing that could impede future progress.
- Controlling schedules – Monthly updates to the master schedule; including executive clarity on activities on that are either on the critical path or approaching impacting the critical path. Immediate mitigation strategies will be developed and any risks capture in an executive risk register for the client.
- Faithful+Gould will coordinate with the architect of record (AOR) to issue bulletins in a timely manner so as to not impact the project schedule.

4. Cost Management (Contract Section 2.1, 2.6, 2.7 & 2.8)

Cost management, is a dedicated focus and strength of Faithful+Gould and will include estimation, change order management, processing requisitions, cash flow forecasting and budgeting. Faithful+Gould will oversee the client's overall budget as well as individual project budgets. Processes included under cost management consist of:

- Estimating and Budgeting Costs – Faithful+Gould will assist with the development of a cost plan or overall project budget for the proposed program. The cost plan will be a compilation of the independent estimates. Each budget will include the direct construction cost and developing appropriate budgets for soft costs such as professional fees, consultant fees, FF&E, IT and other municipality / utility fees required to execute the project.

Faithful+Gould will monitor adherence to the cost plan by including a comprehensive pre-construction cost planning system requirement in the CMA program. Pre-construction cost planning is the ongoing cost management process from the earliest feasibility/conceptual stage to receipt and award of bids. Faithful+Gould's proactive approach to cost planning will help to avoid potential budget over-runs and that these are identified as early as possible so that corrective measures can be taken in real time.

As design information becomes available, we will review our estimates and reconcile them with estimates that will be prepared by JCI and the GC (on each individual project). We will apply the appropriate contingencies to allow for additional detailing as the design develops, as well as escalation and appropriate construction contingency. We will review field inspection reports to check that the existing conditions are addressed in the design and budget.

- Value Management – Faithful+Gould will work to develop and implement a comprehensive value management program in conjunction with the client team, the Design Team, JCI/GC and other relevant stakeholders.

Value management is a methodology to ensure that optimum value is achieved from capital investments.

The process begins with careful assessment of the planned

facility use, cost and needs, expectations and priorities. Facility functions are then analyzed to ensure that the requirements are met.

Integral to our approach on value management is the ability to focus the effort required in such areas as: green-building objectives and LEED certification, lean construction initiatives, risk reduction, schedule improvement, constructability and/or budget correction.

- Cost Control – One of our primary vehicles for cost control is through the proper implementation of change order management. Our expertise in professional estimating provides us with the ability to thoroughly review change orders and define the cost exposures in a safe manner. Our goal is to protect the client's best interest. Faithful+Gould will document why the change is needed and obtain signoff from the client prior to any work for items outside the project scope. We will evaluate all change orders for the following:

- Evaluation of entitlement
- Appropriateness of proposed or approved cost including degree of substantiation
- Potential impact to completion, substantial completion or out-of-sequence work
- Potential impact to project quality or required change to specification
- Overall assessment of adequacy of documentation and justification
- Analysis of claim delays, if any

- Cost Reporting – Faithful+Gould will provide cost control reporting on the project. One of our tasks will be the preparation of a project cost report which will permit timely dissemination of project cost issues including real-time budget, cost commitments and final cost forecast referenced against established baselines. The project cost report will be structured in accordance with the OCPP's standards and the agreed WBS and will be clearly communicated to the client. Faithful+Gould will utilize the OCPP's web based management system as required in the RFP document. The report will include the following type of information:

- Baseline budget authorization
- Pending commitments

- Approved contract amounts
 - Accruals
 - Contract commitments
 - Forecast at completion
 - Actual cost to date
 - Variance of baseline authorization
 - Approved contract change orders
 - Monthly deviations from prior forecast
- Faithful+Gould will evaluate and monitor the cash flow, and monitor the contractors' processing of monthly payment applications. The review will include: establishing fair value on completed work; monitoring that the appropriate documentation such as temporary lien waivers, insurance and bonding are in compliance with pre-established procedures.
 - Faithful+Gould will review and approve any contractor timesheets as required.
- 5. Quality Management (Contract Section 2.8)**
Faithful+Gould quality management is a systematic approach to assure that the deliverables of the project meet the required standards. The goal of project management is to produce quality deliverables and construction. Processes of quality management include:
- **Quality Planning** – A defined quality management plan will be included in the PEP with clear roles and responsibilities for the AOR, Controlled Inspections and Contractors.
 - **Quality Assurance** – We will ensure that the quality planning elements provided by the contractor(s) are enforced. Faithful+Gould will assist with the review of submittals, work in place to ensure conformance with contract documents and will recommend additional testing or inspections, if necessary.
 - **Design Reviews** – We will assist the Design Team and Contractors with the review of submittals and provide advice on: feasibility and constructability, availability of materials and labor, long lead procurements and factors related to construction costs or schedule.
 - **Controlling quality** – We will manage the third party controlled inspections. We will also manage the architect, engineers and contractors responsibilities for quality inspections. Faithful+Gould will review design interpretations by the AOR
- and mitigate any adverse impacts to the project budget or schedule. This will include a well planned phased approach to both punchlist and commissioning in alignment with the phasing strategies which will be included in the construction management plan.
- 6. Resource Management (Contract Section 2.1, 2.6, 2.7 & 2.8)**
This element focuses on all aspects of managing resources, from resource planning to acquiring, developing, and managing the project team as well as the logistics of delivering manpower to the site.
- Estimate manpower requirements – This will be reconciled with the contractor and qualified in the schedule.
 - Develop logistical plans to support the project and make certain that it is in alignment with the client's safety and security requirements.
- 7. Communication Management (Contract Section 2.1, 2.6, 2.7 & 2.8)**
Effective communication will be extremely important both internally to the project team and externally to the stakeholders. The goal of communications management is to ensure the timely creation, collection, distribution, and management of documents and data, which together constitute project information. This fosters effective and efficient communication within a project team and between the project and the external environment.
- **Communications planning** – Plans for the immediate project team stakeholders, internal client operations and external clients. Faithful+Gould will coordinate with all relevant client departments and to develop clear procedures for communicating with the hospital staff, community organizations, AORs, contractors, governmental agencies, utility companies and other necessary stakeholders.
 - **Information distribution** – Faithful+Gould will utilize the client's electronic document control in alignment with the WBS. This will be completed through the client's web-based management system.

- Reporting performance – Faithful+Gould will provide a monthly executive report, capturing performance on key metrics of safety, quality, schedule, cost and risks registers. This will include photo documentation of key points of discussion and to document progress.
- Project Meetings - Faithful+Gould will manage, coordinate and lead all weekly site meetings and other critical project meetings as required, chaired by our project PM to review progress and the upcoming work schedule; and to identifying areas of cost exposure and schedule concerns while protecting the client's interest. We will monitor changes to contract scope that may impact the projects quality and standards. A clear and concise course of action will be established, documented through meeting minutes and enforced.
- Faithful+Gould will meet with client stakeholders as necessary to communicate the project, scope and schedule as well as present the project status, address any additional risks and/or to discuss changes to the PEP. This will enable the Faithful+Gould CMA team to obtain valuable feedback and build consensus within the team that will eliminate or minimize disruption to operations.
- Faithful+Gould will meet with all appropriate county, city and state agencies to discuss zoning issues early on in the process to get "buy in" and address critical concerns.
- Faithful+Gould will meet regularly with the Permitting agencies to ensure that the permit program is communicated and risks mitigated.
- Faithful+Gould will develop a staging plan and an operations plan, and review it with campus staff at each design and construction milestone.
- Faithful+Gould will manage the reporting of unusual occurrence reports (UORs) that are prepared by the AOR or JCI/GC.

8. Risk Management (Contract Section 2.1, 2.6, 2.7 & 2.8)

Risk management is a crucial element of managing a successful project. Risk management processes include:

- Risk management planning – We will define the process and procedures to report on risks within the PEP. An initial risk

workshop will be conducted during the planning phase to truly be utilized to guide the PEP and project strategy.

- Qualitative and quantitative risk analysis – As risks are identified they will be quantified in terms of impact.
- Risk mitigation followed by monitoring – Each risk will have a mitigation plan with direct action. These risks will be monitored and utilized as a tool to both provide direction and to report on the overall status of the project.
- The output of the risk management process will be risk tolerances agreed with the client team and addressed with quantifiable contingency reserves and mitigation and opportunity plans.

9. Procurement Management (Contract Section 2.6 & 2.8)

Procurement management is an integral element in building a project in terms of cost and quality control. This element includes the following processes, all related to construction work and purchasing support services:

- Planning contract packaging – Faithful+Gould will review options with the client team for the bidding and procurement procedure. We will make recommendations as required and confirm that the procedure is suited to the proposed scope of work and protects the interest of the client.
- Long lead items – Faithful+Gould will review and recommend to the client during the design period any materials or equipment that has been identified as a necessary long lead that may impact the schedule of the project.
- Developing contract documents – Faithful+Gould will work very closely with the client to advise on the criteria for GC bid format, scope parameters and overall bidding requirements.
- Pre-bid meetings – We will participate in pre-bid meetings and assist the AOR with scope clarifications and issuing addenda.
- Contractor and vendors selection – Faithful+Gould will assist in the review of bids for completeness, understanding of scope and conformance to bid requirements. We will reconcile the

resulting bids as applicable under the procurement stage of the project. Faithful+Gould will organize formal presentations by the contractors to the client and evaluate the submission and make a recommendation for award. We will attend scoping and transfer meetings with the Design Team.

- Permits/Approvals – Faithful+Gould will support the AOR and Contractors in the coordination with governmental agencies and utility companies. We will also manage the overall permitting and zoning process, and work with the stakeholders to facilitate and obtain all building and other required permits.
- Administering contracts and closing contracts – Faithful+Gould will provide oversight and ensure that all contractors, consultants and professionals who have a contractual agreement to the project, deliver their required services in conjunction with their quality and schedule commitments. This involvement will ensure that a proper level of communication, coordination and accountability are in place to obtain the client and Faithful+Gould's mutual project goals. Administrative and contract close will be addressed including a documented lessons learned program.
- Emergencies/Accidents – Faithful+Gould will work with the JCI/GC to coordinate and document the reporting of all emergencies and accidents, and contact the required individuals within the client team so that they are properly informed.
- If directed, Faithful+Gould will provide, as an additional service, all consulting services associated with obtaining United States Green Building Council Leadership in Energy and Environmental Design (LEED) certifications.

10. Health, Safety and Environmental (HSE) Management (Contract Section 2.1, 2.6, 2.7 & 2.8)

The final and most important element of Faithful+Gould's principles is related to health, safety and environmental compliance. It is our goal that the construction process precedes in a professional and safe manner. This will include:

- Construction Operations Report – Faithful+Gould will include in the construction management program the importance on the early development of a construction operations report for each project with input from the client stakeholders. This will include a logistics plan to ensure a safe and secure environment for staff and visitors. The sequence or phasing of construction and movement / access point for construction workers will be highlighted. This report will be updated as necessary during construction time period by the JCI/GC and checked for compliance by Faithful+Gould.
- Contractor safety program – Faithful+Gould will monitor JCI/GC's contractual safety obligations and request timely updates and confirmation in terms of their adherence. It will be recommended that safety be a key KPI for the contractors and tradesmen.

RESPONSIBLE, ACCOUNTABLE, CONSULT AND INFORM (RACI) MATRIX

Project Deliverable or Activity			Guaranteed Energy Performance Contract	Clean Steam System Replacement	Client Stakeholder	Faithful+Gould	Design Team / EOR / ACR	JCI/JC
Contract Clause ref	Faithful+Gould Plan Reference							
2.1		General						
2.1.2	Time management	Cost Loaded Schedule requirements	X	X	I	R	C	A
2.1.3	Cost management & Communication management	Monthly Progress Reports	X	X	I	R/A	C	C
2.1.4	Cost management	Budget Development / Estimating	X	X	A	R	C	C
2.1.8	Communication & procurement management	Government Agencies checklist	X	X	A	C	R	I
2.1.9	Communication & procurement management	Assist with Permit Approvals	X	X	R	C	C	A
2.1.10	Communication & procurement management	Assist with obtaining Permits	X	X	R	C	C	A
2.1.11	Time management	Schedule requirements	X	X	C	R	I	A
		Planning						
	Planning management	Develop PEP	X	X	I	R/A	C	C
	Planning management	Develop Project Manual	X	X	I	R/A	C	C
	Planning management	Develop Project Closeout Plan	X	X	C	R	C	A
	Planning & Scope management	Obtain copy of the JCI Investment Grade Audit	X		I	R		A
	Planning & Scope management	Obtain detailed scope documentation for each of the ECM deliverables	X		C	R	C	A
	Planning & Scope management	Review all project progress documentation, including RFIs and responses, submittals, and shop drawings	X		C	R	A	C
	Planning & Scope management	Coordination with governing agencies - Review design documents prior to submission for IDPH review	X		I	C	R/A	C
	Planning & Scope management	Obtain copies of EOR drawings and specification		X	I	C	R/A	C
	Planning & Scope management	Review of design documents for compliance with OPR and BOD		X	I	C	R/A	C
	Planning & Scope management	Coordination with governing agencies - Review design documents prior to submission for IDPH review		X	I	R	R/A	C
2.2	N/A	Program Phase - N/A both projects are beyond this stage	N/A	N/A	N/A	N/A	N/A	N/A
2.3	N/A	Schematic Design Phase - N/A both projects are beyond this stage	N/A	N/A	N/A	N/A	N/A	N/A
2.4	N/A	Design Development Phase - N/A both projects are beyond this stage	N/A	N/A	N/A	N/A	N/A	N/A
2.5	N/A	Construction Documents Phase - N/A both projects are beyond this stage	N/A	N/A	N/A	N/A	N/A	N/A
2.6		Bidding / Negotiation Phase	N/A					
2.6.1		Printing Bid Documents		X	I	I	R/A	I
2.6.2	Cost, Risk & Procurement management	Evaluation of Bids		X	C	R	A	I
2.6.3	Communication & procurement management	Application for Building Permits		X	I	C	R/A	C



Project Deliverable or Activity		Guaranteed Energy Performance Contract	Clean Steam System Replacement	Client Stakeholder	Fairchild-Gould	Design Team / EOR / AOR	JCI/CC	
2.6.4	Cost, Risk & Procurement management	Changes to meet Statement of Probable Cost	X	C	A	R	C	
2.7		Preconstruction Phase Services	N/A	X				
2.7.1	Cost, Scope, Risk & Procurement management	Government & regulatory agency permits	N/A	X	I	C	R	A
2.7.2	Cost, Scope, Risk & Procurement management	Review of Contractor's schedule of submittals	N/A	X	I	R	A	C
2.7.3	Cost, Scope, Risk & Procurement management	Review of Contractor's submittals	N/A	X	I	R	A	C
2.7.4	Cost, Scope, Risk & Procurement management	repeated review	N/A	X	I	R	A	C
2.7.5	Cost, Scope, Risk & Procurement management	Significance of Consultant's review	N/A	X	I	I	I	
2.7.6		Retention of other services	N/A	X	A	R		
2.8		Construction Services Phase						
2.8.1	Cost, Quality, Scope, Time, Risk, Communication & HSE management	General requirements and provisions - Provides basic CMA services for duration of the project to meet client's objectives for cost, quality & schedule	X	X	C	R/A	C	I
2.8.2	Cost, Quality, Scope, Time, Risk, Communication & HSE management	On-site construction observation - During construction phase CMA will provide at least 2 hours of on-site progress monitoring to provide assurance work meets clients and contract documents requirements	X	X	C	R/A	C	I
2.8.3	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Reporting and documentation requirements - Monthly progress reports, monthly cost report including forecasts/Change logs/review of payment applications/RFIs	X	X	C	R/A	C	A
2.8.4	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Other contract oversight and assistance - coordinating and review of inspections/eval of substitutions and review of contractor docs	X	X	C	R	A	C
2.8.5	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Disputes; non conforming work - Authority to reject work, recommendations in disputes	X	X	C	R	A	C
2.8.6	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Revisions, change orders - evaluation of changes and their impact to cost and schedule, request for additional information	X	X	C	R/A	C	C
2.8.6.4	Cost, Quality, Scope, Time, Risk, Communication & HSE management	preparation of change orders due to design errors and/or omissions	X	X	C	R	A	
2.8.7		Substantial and final completion	X	X	C	R	A	C
2.8.7.1	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Inspections for substantial completion - coordinate and manage inspections	X	X	C	R	A	C
2.8.7.2	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Phased substantial completion if required- coordinate and manage inspections	X	X	C	R	A	C

Project Deliverable or Activity			Guaranteed Energy Performance Contract	Clean Steam System Replacement	Client Stakeholder	Fairfruit-Could	Design Team / EDR / ADR	JCI/CC
2.8.7.3	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Receipt of documentation relating to substantial completion	X	X	C	R	A	C
2.9		Post Close Out Services	X	X				
2.9.1	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Commencement upon issuance of certificate of final payment	X	X	R	A	C	I
2.9.2	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Close out meetings - schedule and attend meetings after final completion	X	X	R	A	C	I
2.9.3	Cost, Quality, Scope, Time, Risk, Communication & HSE management	Services following project close out - make key personnel available for up to 40 hrs for 3 months after final completion	X	X	A	R		

PROJECT SCHEDULE

The attached schedule has been created from the information that was provided within the bid documents, Johnson Controls schedule and guidance from Addendum #2.

We would like to identify a few clarifications regarding the schedule:

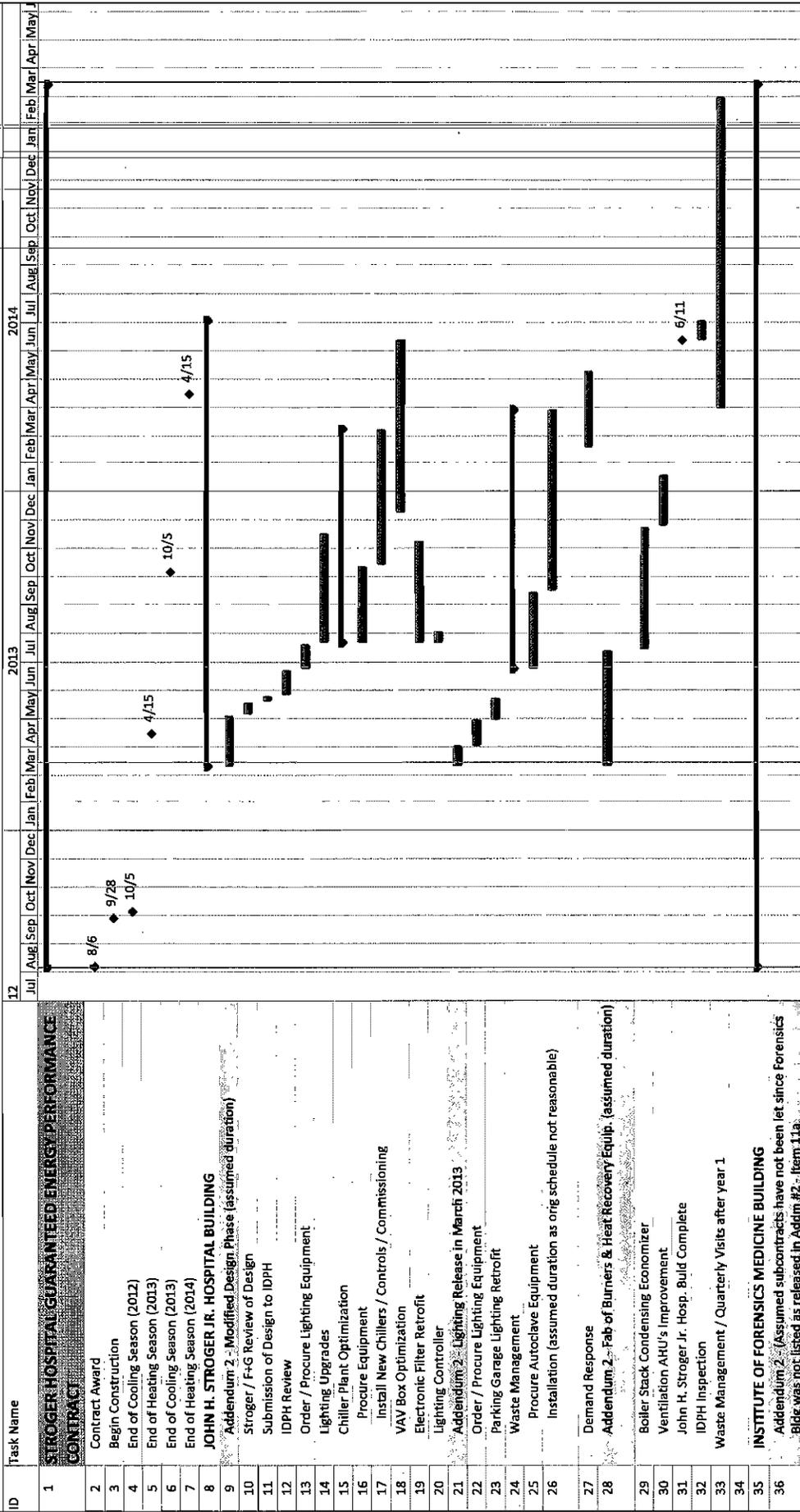
Addendum #2 – paragraph 11a., 12 & 19 define the parameters of the schedule. The schedule indicates a completion date of 1/12/15 for the Guaranteed Energy Performance work due to the timeframe for the boiler replacement within the Forensics Medical building. This work cannot commence until the end of the winter season or April 15, 2014. The geothermal work can be completed ahead of time but the boiler replacement must wait until the spring when the system is no longer required to heat the building. Other schedule / duration assumptions have been noted within the attached schedule under each particular task item.

From our team's experience, we believe that a majority of this work will require IDPH approvals so they have been noted as such for each particular building. We have assumed that WMA Engineer's timeframe of 170 days includes their submission and approval to IDPH for the Clean Steam piping Replacement so that work can begin in May 2013.



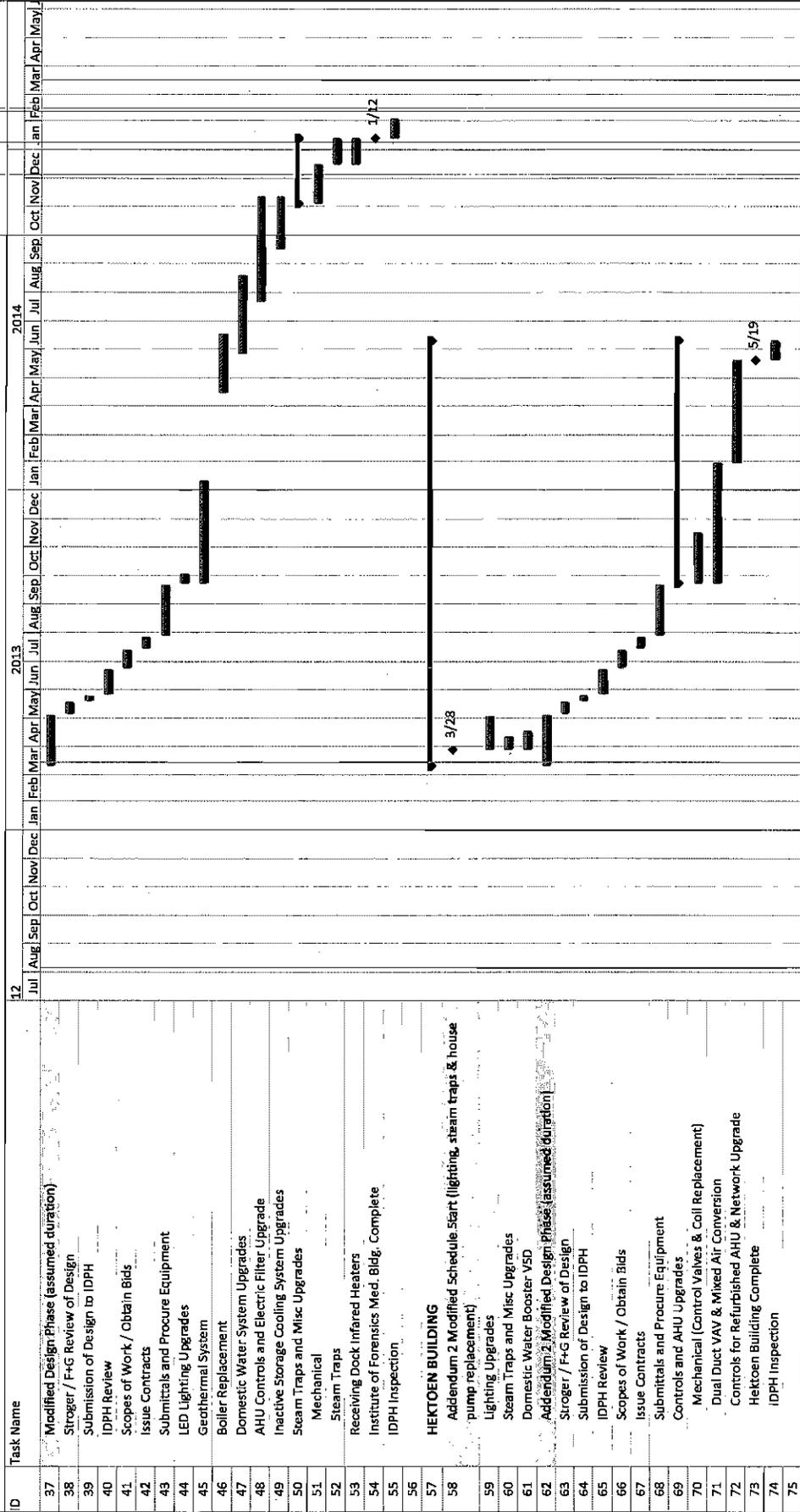
STROGER HOSPITAL

Guaranteed Energy Performance & Clean Steam Piping Replacement Project

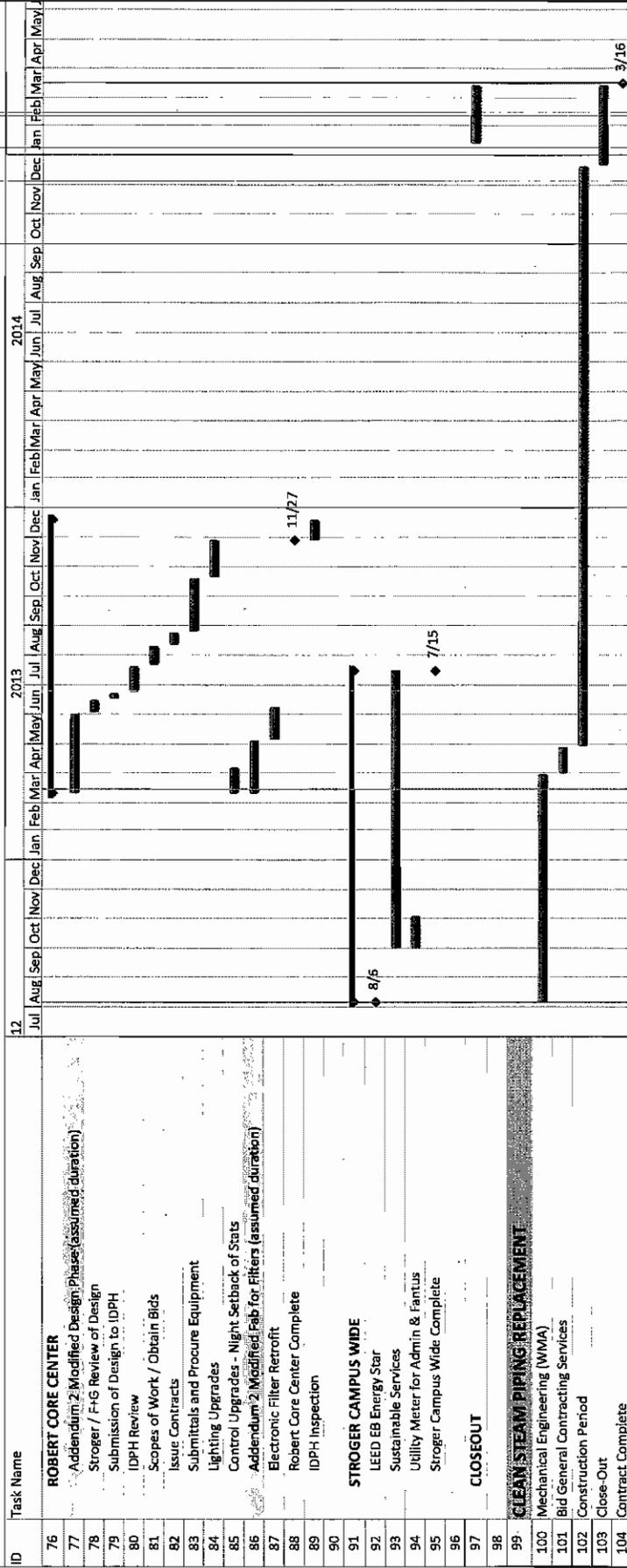


STROGER HOSPITAL

Guaranteed Energy Performance & Clean Steam Piping Replacement Project



STROGER HOSPITAL Guaranteed Energy Performance & Clean Steam Piping Replacement Project



APPENDIX F
COST LOADED SCHEDULE

4. COST PROPOSAL

Role	Firm	Resource	Months	Hourly Rate	%	Total Fee
Project Executive	Faithful+Gould	David R. Scott	19.5	\$146	67%	\$319,502
Assistant Project Manager	Faithful+Gould	Carl Saunders, CMIT	19.5	\$77	100%	\$250,751
Assistant Project Manager	ESD (MBE)	Kyle Hendricks, LEED AP	19.5	\$90	100%	\$293,411
Cost Support	Faithful+Gould	Christopher Harris, MRICS	19.5	\$130	10%	\$42,350
Additional Services Allowance	Faithful+Gould					\$48,000
Software license and user fee						\$9,985
Total Basic Services						\$963,999

ADDITIONAL SERVICES

Additional services will be charged at the following hourly rates:

Specialized LEED Support - \$165/hour

Specialisted Commissioning Support - \$165/hour

CLARIFICATIONS

Faithful+Gould would request that the general contractor and subcontractors indemnify and hold harmless Faithful+Gould against claims and provide Faithful+Gould as an additional insured on their COI.

APPENDIX G
SPECIAL CONDITIONS AND INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
04/26/2013

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

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

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED Faithful + Gould Inc 4030 W. Boy Scout Blvd. Suite 700 Tampa, FL 33607	INSURER A: Greenwich Insurance Company	22322-001
	INSURER B: American Guarantee & Liability Insurance	26247-001
	INSURER C: Underwriter's at Lloyds	15792-001
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19781728 REVISION NUMBER: See Remarks

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	ADD'L INSRD	SUBR VOVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		CGG740901602	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		CAH740901702	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$Zero	Y		AUC924234901	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWG740901502	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability-Claims Made			B080111209P13	4/1/2013	4/1/2014	\$1,000,000 Each Claim & \$2,000,000 Annual Aggregate 11/11/1961 Retrodate

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

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 4/26/2013 WITH ID: 19778688

Greenwich Insurance Companies Best Rating A XV
American Guarantee and Liability Insurance Company Best Rating A+ XV
Underwriters at Lloyd's London AM Best Rating: A XV
Travelers Property Casualty Company of America Best Rating A+ XV

CERTIFICATE HOLDER

CANCELLATION

County of Cook Attn: Chief Procurement Officer 118 North Clark Street Room 1018 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Coll:4080742 Tpl:1632227 Cert:19781728 ©1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
Willis of New York, Inc.		Faithful + Gould Inc	
POLICY NUMBER		4030 W. Boy Scout Blvd. Suite 700	
See First Page		Tampa, FL 33607	
CARRIER	NAIC CODE	EFFECTIVE DATE: See First Page	
See First Page			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Professional Liability policy written on claims-made basis.

There are no Deductibles or Self-Insured Retentions on the General Liability, Automobile Liability, Workers Compensation and Umbrella coverages.

Valuable Papers:
 Policy #: KTUCMB0D60019013
 Carrier: Travelers Property Casualty Company of America
 Effective: 04/01/2013 Expiration: 04/01/2014
 \$500,000 Limit
 \$25,000 Deductible

Re: Construction Management Administration Services for John H. Stroger Hospital Campus

The County, its commissioners, officials and employees are named as additional insured on the General Liability, Auto and Excess/Umbrella policies as required under Contract - Cook County Document No. 13-88-066.

The Professional Liability policy shall be Primary to any other insurance in force for or which may be purchased by Additional Insureds.

POLICY NUMBER: CCG740901602

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

Straag

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Skaag

POLICY NUMBER: CAH740901702

XIC 405 1007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The number of days required for notice of cancellation by us for any reason other than nonpayment of premium, as provided in either paragraph 2. of the CANCELLATION Common Policy condition or as amended by an applicable state cancellation endorsement, is extended to the number of days shown in the Schedule below:

SCHEDULE

Number of Days' Notice: 90

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

POLICY NUMBER: CCG740901602

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common

Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Skaag

CONTRACT ENDORSEMENT

INSURED: WS Atkins Plc
and as more fully defined in the contract

PERIOD: 1 April 2013 to 31 March 2014

TYPE: Insurance of
UK PI Generic Primary

UNIQUE MARKET REFERENCE: B080111209P13

ENDORSEMENT REFERENCE: 0002

EFFECTIVE DATE: 1 April 2013 local standard time at the address of the Insured.

It is hereby noted and agreed that with effect from the effective date above the following General Condition is added to the policy:

"If INSURERS cancel this policy prior to its expiry date by notice to the INSURED for any reason, INSURERS will send written notice of cancellation to the persons or organisations listed in the schedule to be created and maintained by the INSURED (the "Cancellation Notice Schedule") at least 30 days prior to the cancellation date applicable to the policy. This notice will be in addition to any notice to the INSURED.

The INSURED will provide an updated copy of the Cancellation Notice Schedule to Insurers on a monthly basis.

The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organisation(s) named in the Cancellation Notice Schedule in the event of a pending cancellation of coverage. INSURERS have no legal obligation of any kind to any such person(s) or organisation(s). Any failure to provide advance notice of cancellation to the person(s) or organisation(s) named in the Cancellation Notice Schedule will impose no obligation or liability of any kind upon INSURERS, will not extend any policy cancellation date and will not negate any cancellation of the policy.

INSURERS are not responsible for verifying any information in any Cancellation Notice Schedule, nor are INSURERS responsible for any incorrect information that the INSURED may use."

All other terms and conditions remain unaltered.

P.M.

**Willis Limited
FINEX Global**

Willis

CONTRACT ENDORSEMENT

INSURED: WS Atkins Plc
and as more fully defined in the contract

PERIOD: 1 April 2013 to 31 March 2014

TYPE: Insurance of
UK PI Generic Primary

UNIQUE MARKET REFERENCE: B080111209P13

ENDORSEMENT REFERENCE: 0004

EFFECTIVE DATE: 1 April 2013 local standard time at the address of the Insured

It is hereby understood and agreed that with effect from the Effective Date above the INSURED is amended to read as follows:

- "INSURED**
- A) WS Atkins plc formerly WS Atkins Ltd and/or Associated and/or Subsidiary Companies and Partnerships including but not limited to Faithful+Gould (formerly Hanscomb Faithful & Gould) and the Houston, Texas office of MSL Engineering Ltd and as more fully defined herein but excluding the entities listed as INSURED B).
 - B) The Atkins North America Holdings Corporation which is comprised of the following entities:

Atkins North America Inc;
Atkins Michigan Inc;
Atkins, P.A.;
Peter R Brown Construction, Inc;
Atkins Caribe, LLP; and

the entities formerly known as:
The PBSJ Corporation
Post, Buckley, Schuh & Jernigan, Inc. doing business as PBS&J,
PBS&J, P.A.
PBS&J Caribe Engineering, C.S.P.
PBS&J Constructors, Inc.
PBS&J International, Inc.
PBS&J Construction Services, Inc.

Willis Limited
WLM 0801
Willis Internal Ref 0004

PM.

Willis Limited
FINEX Global

Willis

CONTRACT ENDORSEMENT

UNIQUE MARKET REFERENCE: B080111209P13

ENDORSEMENT REFERENCE: 0004

Seminole Development Corporation
Post Buckley de Argentina S.A.
John Powell & Associates, Inc
John Powell & Associates
John Powell & Associates, a Sole Proprietor
Durham Technologies, Inc.
Welker & Associates
Tri-Line Associates, Inc.
W. Koo & Associates, Inc.
Croslin & Associates, Inc.
Land & Water Consulting
EIP Associates
Eco Science Corporation
Peter Brown Construction, Inc.
PBS&J Caribe, LLP
and/or Associated and/or Subsidiary Companies and
Partnerships and as more fully defined herein."

All other terms and conditions remain unaltered.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in PART SIX - CONDITIONS, D. Cancellation of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective April 1, 2013

Policy No. CWG740901502

Endorsement No.

Insured ATKINS US HOLDINGS INC.

Insurance Company Greenwich Insurance Company

Countersigned by

S. Haag

WC 99 01 10
Ed. 1/08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

A. LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this Policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this Policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this Policy be increased by the contract.

C. General Conditions, Other Insurance is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this Policy be primary.

All terms, conditions, exclusions and limitations of this Policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

Named Insured: Faithful + Gould Inc

APPENDIX H

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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 party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized 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, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

"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 or entity who lobbies.

"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.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. 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 5: Economic and Other Disclosures Statement. Section 5 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 Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

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. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 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.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate 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 from the Office of Contract Compliance)
- 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 and III).

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

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

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

MBE/WBE Firm: Environmental Systems Design, Inc.
Address: 175 West Jackson Boulevard, Suite 1400, Chicago, IL 60604
E-mail: jhattle@esdglobal.com

Contact Person: John Hattle Phone: 312-456-2245

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 35% _____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Environmental Systems Design Certifying Agency: City of Chicago
Address: 175 W. Jackson Blvd., Suite 1400 Certification Expiration Date: December 15, 2013
City/State: Chicago, IL Zip 60604 FEIN #: 36-2613-805
Phone: 312-372-1200 Fax: 312-372-1222 Contact Person: David Callan
Email: dcallen@esdglobal.com Contract #: RFQ #13-88-066

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Mechanical, Electrical, Fire Protection, Plumbing, Technology, Commissioning

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

35% of total

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. 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.

David Callan
Signature (M/WBE)

David Callan

Print Name

Environmental Systems Design, Inc.

Firm Name

March 5, 2012

Date

Subscribed and sworn before me

this 5 day of March, 2013.

Notary Public: Theresa A. Flores

SEAL

Paul R. Lakin
Signature (Prime Bidder/Proposer)

Paul R. Lakin

Print Name

Faithful + Gould

Firm Name

3/13/2013

Date

Subscribed and sworn before me

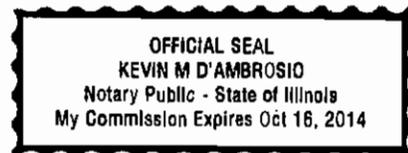
this 13 day of March, 2013.

Notary Public: Kevin M. D'Ambrosio

SEAL



2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES

DEC 27 2012

CITY OF CHICAGO

Raj Gupta
Environmental Systems Design, Inc.
175 West Jackson Blvd. Suite 1400
Chicago, Illinois 60604

Annual Certificate Expires: December 15, 2013

Dear Mr. Gupta:

We are pleased to inform you that Environmental Systems Design, Inc. has been certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until December 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by December 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by October 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

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

DEC 27 2011

Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, 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 \$5,000.00 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 – 541330 – Engineering Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

N/A

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED 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 UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned 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 UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

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 UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the 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. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

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 determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, 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.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name _____ Address _____

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

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

Yes: X _____ No: _____

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

230 West Monroe, Ste.2300, Chicago, IL 60606

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

Yes: _____ No: X _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

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-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned 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 Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned 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 Undersigned must explain below:

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

"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. An individual or Legal Entity 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 Faithful+Gould, Inc. D/B/A: _____ EIN NO.: 41-179617

Street Address: 230 West Monroe Street, Ste. 2300

City: Chicago State: Illinois Zip Code: 60606

Phone No.: 312.655.8510

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 individual and each Entity 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
N/A		

2. If the interest of any individual or any Entity 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.

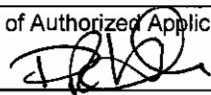
Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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 or legal entity, and the relationship under which such control is being or may be exercised.

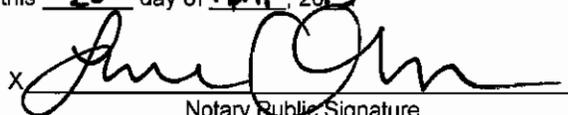
Name	Address	Percentage of Beneficial Interest	Relationship
WS Atkins, Plc	Woodcote Grove, Ashley Road Epsom Surry KT118 5BW, England	100%	Parent

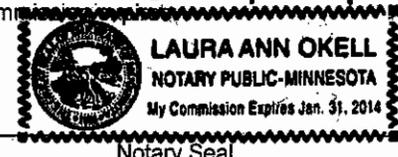
Declaration (check the applicable box):

- 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.

Paul R. Lakin
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature
 paul.lakin@fgould.com
 E-mail address

Vice President
 Title
 4/26/2013
 Date
 312.655.8510
 Phone Number

Subscribed to and sworn before me
 this 26 day of April, 2013

 Notary Public Signature

My commission expires Jan 31, 2014

 Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

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

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: N/A Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature] _____ Date 4/26/13

Subscribe and sworn before me this 26 Day of April, 2013

a Notary Public in and for Hennepin County (MN)

[Signature]
(Signature)

NOTARY PUBLIC SEAL  **LAURA ANN OKELL**
NOTARY PUBLIC-MINNESOTA My Commission expires Jan. 31, 2014
My Commission Expires Jan. 31, 2014

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: Faithful+Gould, Inc.

BUSINESS ADDRESS: 230 West Monroe, Ste. 2300, Chicago, IL 60606

BUSINESS TELEPHONE: 312.655.8510 FAX NUMBER: 312.655.9037

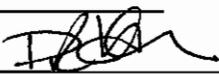
CONTACT PERSON: David R. Scott

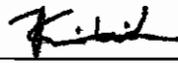
FEIN: 41-1797617 *IL CORPORATE FILE NUMBER: 6050-745-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Please see the following page. VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

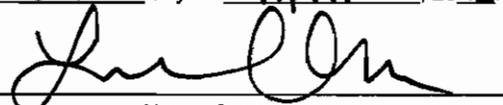
**SIGNATURE OF PRESIDENT: 

ATTEST:  Please see attached Corporate Resolution
(CORPORATE SECRETARY)

Please see attached Corporate Resolution

Subscribed and sworn to before me this

26 day of April, 2013.

X 
Notary Public Signature

My commission expires:

Jan. 31, 2014



* 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.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

**FAITHFUL+GOULD, INC.
FY 2012 DIRECTORS AND OFFICERS**

BOARD OF DIRECTORS:

L. Dean Fox	4030 West Boy Scout Blvd., Suite 700 Tampa, FL 33607
Donald A. Lawson	Euston Tower, 286 Euston Road London NW1 3AT
Paul G. Wood	11 East 26 th Street, 18 th Floor New York, NY 10010

OFFICERS:

Chief Executive Officer	Paul G. Wood	11 East 26 th Street, 18 th Floor New York, NY 10010
President	Paul G. Wood	11 East 26 th Street, 18 th Floor New York, NY 10010
Secretary	C. Ernest Edgar IV	4030 West Boy Scout Blvd., Suite 700 Tampa, FL 33607
Treasurer	Catherine M. Cahill	2001 NW 107 th Ave. Miami, FL 33172
Chief Financial Officer	Mark A. Sowerby	Dunedin House, Columbia Drive Stockton-on-Tees TS17 6BJ
Executive Vice President	Reza Amirkhalili	1725 Duke Street, Suite 200 Alexandria, VA 22314
Chief Operating Officer	Reza Amirkhalili	1725 Duke Street, Suite 200 Alexandria, VA 22314

**FAITHFUL+GOULD, INC.
CORPORATE RESOLUTIONS**

The undersigned, being the Secretary/Treasurer of FAITHFUL+GOULD, INC. (hereinafter "F+G"), does hereby consent to the adoption of the following Resolutions:

RESOLVED, that the following employee is a Vice President of F+G and is designated to act and execute on behalf of F+G for the purpose of submitting a bid and/or proposal document(s) or request for information (RFI), as well as any contracts that may be awarded for such proposals:

Paul Lakin, Vice President

The above Resolutions are adopted by the consent of the management board of the Corporation on the date attached heretofore. It is the intent of the undersigned that the giving of this Consent shall have the same force and effect as if the actions hereby authorized had been proposed and acted upon at a duly called organizational meeting of the management board.

This Consent shall be filed with the Secretary of the Corporation.

Dated this 5th day of January 2012



Paul G. Wood, President

**FAITHFUL+GOULD, INC.
CORPORATE RESOLUTIONS**

The undersigned, being the Secretary/Treasurer of FAITHFUL+GOULD, INC. (hereinafter "F+G"), does hereby consent to the adoption of the following Resolutions:

RESOLVED, that the following employee is a Operations Director of Faithful+Gould and is designated to act and execute on behalf of Faithful+Gould for the purpose of submitting a bid and/or proposal document(s) or request for information (RFI), as well as any contracts that may be awarded for such proposals:

Kevin Wiese, Operations Director

The above Resolutions are adopted by the consent of the management board of the Corporation on the date attached heretofore. It is the intent of the undersigned that the giving of this Consent shall have the same force and effect as if the actions hereby authorized had been proposed and acted upon at a duly called organizational meeting of the management board.

This Consent shall be filed with the Secretary of the Corporation.

Dated this 26th day of April 2013



Paul G. Wood, President & Managing Director – North America

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 04 DAY OF June, 2013.

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

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

13-88-066

OR

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

TOTAL AMOUNT OF CONTRACT:\$ 963,999.00
(DOLLARS AND CENTS)

FUND(S) CHARGEABLE: 72821240.565140.4111

APPROVED AS TO FORM:

NOT REQUIRED

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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAY - 8 2013

COM _____