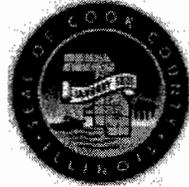


**CONTRACT FOR PROFESSIONAL SERVICES
COOK COUNTY DOCUMENT NO. 13-88-067**



PROFESSIONAL CONTRUCTION MANAGEMENT ADMINISTRATION SERVICES

FOR

COOK COUNTY DEPARTMENT OF CORRECTIONS CAMPUS

**South Campus Buildings 3 &4
Security Post Construction Upgrades
Guaranteed Energy Performance Contract at DOC and JTDC**

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

JACOBS PROJECT MANAGEMENT COMPANY

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

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAY 08 2013

COM _____

TABLE OF CONTENTS

ARTICLE 1..... 1
DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS 1

ARTICLE 2..... 8
BASIC SERVICES 8

ARTICLE 3..... 22
ADDITIONAL SERVICES 22

ARTICLE 4..... 24
COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS 24

ARTICLE 5..... 26
INSURANCE AND INDEMNIFICATION 26

ARTICLE 6..... 28
BASIS OF COMPENSATION 28

ARTICLE 7..... 30
PAYMENTS TO THE CONSULTANT 30

ARTICLE 8..... 31
NON-DISCRIMINATION AND AFFIRMATIVE ACTION 31

ARTICLE 9..... 33
CONSULTANT'S REPRESENTATIONS AND WARRANTIES 33

ARTICLE 10..... 34
DEFAULT AND DISPUTES 34

ARTICLE 11..... 36
MISCELLANEOUS PROVISIONS 36

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

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 JACOBS PROJECT MANAGEMENT COMPANY (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 architectural/engineering 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 Consultant, verified by the CMA (if applicable) approved by the County. Final Completion will not be deemed to have occurred until the date upon which Consultant certifies in writing that all aspects of the Project are complete and delivered, including all punch list items and corrective work, all Warranty Materials have been delivered, and the Contractor's final payment application has been approved by the County and the Consultant items noted in this Section 1.1.14. . In the event the Project includes more than one (1) bid package, Post Construction services to be provided by the Consultant and required by this Agreement will begin upon Final Completion of the last bid package included in the Project.
- 1.1.18 **"Milestone" or "Milestones"** means an activity or task which is crucial to the timely completion of the Project, and which, if delayed, will delay performance of other activities of the Project.
- 1.1.19 **"Program"** means the analysis of the County's needs and requirements for the Project which is articulated as delineated objectives, space requirements and relationships, site requirements, equipment, budget and other related requirements.
- 1.1.20 **"Project"** means the construction, furnishing and equipping of the facility and ancillary improvements as more fully defined and described in Appendix B.
- 1.1.21 **"Project Closeout"** means a certificate of Final Completion has been issued by the Consultant, or the CMA if applicable, and all documentation required of the Contractor or the Consultant has been provided to the County as required by their respective contracts.
- 1.1.22 **"Project Closeout Items"** means, but is not limited to, all the following items, which are to be provided by the Contractor to the Consultant for delivery to the County: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the as-built mark-

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

- 1.1.23 **"Project Director"** means a representative designated by the Director of Capital Planning and Policy.
- 1.1.24 **"Project Documents"** is defined in Section 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 pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the CMA, if applicable, in coordination with the Consultant issues a Certificate of Substantial Completion setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.
- 1.1.36 **Supplemental Instructions" or "SI"** means written instructions or clarifications from the CMA or the AOR to the Contractor to supplement the Contract documents. Supplemental Instructions are not used to change the contract price or time.
- 1.1.37 **"Warranty Materials"** means the documentation to be gathered, placed in binders and turned over to the Consultant by the Contractor for delivery to the County, which will include two (2) sets (or such

greater number as may be required in the Technical Specifications) of all manufacturers' warranties, operating manuals, service manuals, instructions and schedules necessary for the Owner's proper operation of all building systems, equipment and special materials requiring them.

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

1.2 EFFECTIVE DATE; TERM

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

1.4 SCOPE OF SERVICES

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

1.5 CONSULTANT'S GENERAL AGREEMENTS

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

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

- 1.5.3 In the event of a conflict between any applicable Government and Other Standards, the Consultant will utilize its best judgment in accordance with the Standard of Care to apply the appropriate standard. The provisions of this Section 1.5.3 do not limit the Standard of Care but are intended to specifically identify a requirement considered to be included within and required by the Standard of Care. Prior to the commencement of construction, the Consultant will certify to the County and to such other parties as the County may reasonably request, that on the basis of the Consultant's best professional judgment the Project Documents conform, and the Project when built in accordance therewith will conform, to Government and Other Standards.
- 1.5.4 **County Green Building Ordinance.** Without limiting the generality of the term "Government and Other Standards," such term will be deemed to include the Cook County Green Buildings Ordinance (Cook County Code, Chapter 2, Section 2-6). The Consultant will be familiar with such ordinance and with the U.S. Green Building Council's "LEED" Green Building Rating System, and will consult with the Project Director to determine to what extent LEED principles will be applied in the case of retrofit and renovation projects. Consultant will comply with the Green Buildings Ordinance and will incorporate LEED principles into the design of the Project to the extent required by such ordinance or determined by the Project Director.
- 1.5.5 **Specific Requirements for Correction of Documents.** Where the Project Documents prepared by the Consultant are not in conformity with the Government and Other Standards in existence at the time of issuance of a building permit, the Consultant will modify the Project Documents at no additional charge to the County. The Consultant will promptly notify the County in writing if any of the Project Documents need to be modified to be in compliance with Government and Other Standards currently in existence or adopted at any time prior to the issuance of all permits, approvals, licenses, accreditation and certifications needed for the construction, use and occupancy of the Project. The Consultant will also promptly notify the County in writing of any conflicts between the Government and Other Standards applicable to the construction, use and occupancy of the Project and its proposed resolutions of such conflicts.
- 1.5.6 **Cooperation with Other Consultants.** The Consultant covenants and agrees to cooperate, and to cause its sub-consultants to cooperate, with other consultants who may be retained by the County in conjunction with this Project.
- 1.5.7 **Qualified Staff; Sufficient Personnel.** The Consultant will assign and maintain, at all times during the term of this Agreement, a staff of competent personnel who are fully qualified to perform the services required by this Agreement, and will provide a sufficient number of personnel as is necessary for the performance of services for the timely completion of the Project.
- 1.5.8 **Key Personnel.** The Consultant has provided to the County a list of individuals whom it will use on the Project, a copy of which is attached as Appendix C ("**Key Personnel**"). The Consultant will set forth on **Appendix C** a description, in reasonable detail, of the assignment, current hourly rate, qualifications, disciplines, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. Appendix C will also identify those Key Personnel who are employees or principals of sub-consultants identified pursuant to Section 1.5.9 below, setting forth the same information as required of its own employees and identifying the sub-consultant with which such individual is affiliated. The Consultant will not make any change or reassignment of Key Personnel and will not make any change to the hourly rates for such personnel, without prior notice to and prior acceptance by the County. In the case that any of the Key Personnel will not at any time be able to perform his or her assigned function as described in this Agreement, the Consultant will promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual will be acceptable to the County and will thereafter be subject, as one of the Key Personnel, to the provisions of this Section 1.5.7. 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**. The Consultant will, as a part of its Basic Services and not as Reimbursable Expenses, submit six (6) hard copies and one (1) copy in PDF format of written report-type submissions/deliverables. As part of Basic Services and not as Reimbursable Expenses, the CMA will submit six (6) hard copies, one (1) copy in PDF format and one (1) copy in original dwg or other format of all drawing-type submissions/deliverables. If more than the required six (6) hard copies of submissions/deliverables described in this Section 2.1.1.3 are requested by the County, then only such additional copies will be reimbursed as Reimbursable Expenses, if submitted in accordance with Section 6.3. Where approval or acceptance is required on the part of the County of such submission/deliverable, the Project Director will, in accordance with Section 4.1, be responsible for notifying the Consultant whether such submission deliverable is accepted or approved by the County. The County reserves the right to revise these procedures, as it deems necessary. Any such revisions will be effective upon receipt of written notice thereof from the County to the Consultant..

2.1.2 Cost Loaded Schedule. The Consultant will, within 14 days after the Effective Date, prepare and submit to the County for its review and acceptance the **Cost Loaded Schedule**. The Consultant will update the Cost

Loaded Schedule quarterly or when requested by the County; provided, however, that any changes in the Cost Loaded Schedule shown in such update will not become effective unless and until such changes are first approved by the County

- 2.1.3 Monthly Progress Reports.** Throughout the term of this Agreement, the Consultant will prepare monthly progress reports which relate to the complete Project status. The monthly progress reports will include such records and information as requested by the County, but will include, as a minimum, the following: (a) updated site plan and photos; (b) the most recently accepted Schedule for the Project; (c) status of compliance with Government and Other Standards, and an updated copy of the checklist described in Section 2.1.9; (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.** Prior to commencement of the Schematic Design Phase, the Consultant will prepare and submit for the County's review, a preliminary **Statement of Probable Cost** based on available information, including, without limitation, design objectives and the Budget.
- 2.1.4.3 Detailed Cost Estimates.** The Consultant will prepare detailed cost estimates and, based on the cost estimates, update its Statement of Probable Cost at the completion of the following stages: (a) completion of 100% Schematic Design Phase; (b) completion of 50% Design Development Phase; (c) completion of 100% Design Development Phase; (d) completion of 50% **Contract Documents**; (e) completion of 95% Contract Documents; and (f) completion of 100% Contract Documents.
- 2.1.5 Coordination with Other Professionals.** The Consultant will coordinate with the County's other design and engineering professionals hired for the Project whose services are not included in the scope of Basic Services for the Consultant.
- 2.1.6 Presentations.** The Consultant will be responsible for attending and making presentations at various meetings, including County Board, County committee and community group meetings, in order to inform and advise County officials and the public on the status of the Project.
- 2.1.7 Phasing.** The Consultant will advise the County concerning the advisability and feasibility of separating the Project into various phases of work and the advisability and feasibility of the County's assignment of any portion of the construction of the Project to the County's own forces.
- 2.1.8 Checklist of Government and Other Standards.** *Prior to the commencement of the Schematic Design Phase*, the Consultant will identify all governmental agencies having statutory or regulatory authority over the Project and prepare a checklist of Government and Other Standards, including all permits and approvals required for the completion of the Project, which relate to the construction, use and occupancy of the Project. The Consultant will provide such checklist to the County, and will update the checklist during the course of the Project.

- 2.1.9 Preliminary Permit Approvals.** While it is the responsibility of the appropriate Contractor to obtain building permits required for this Project, it is the responsibility of the Consultant to obtain written approvals from the appropriate governmental authorities, including but not limited to building departments and fire department or marshals, to the extent such written approvals are issued by such authorities, reflecting that the Project Documents satisfy local codes and ordinances, and have been approved for issuance of required permits. Written approvals required by this Section must be secured and transmitted to the County prior to the Bidding/Negotiation Phase.
- 2.1.10 Assistance with Permits.** The Consultant will assist the County and its consultants and Contractor in the obtaining of all necessary permits and approvals for the Project. In connection therewith, the Consultant will: (a) for the approval of the County, prepare or make changes to such Project Documents as are needed to obtain all permits, approvals, licenses, accreditation and certifications needed for the Project and the construction, use and occupancy of the Project; (b) assist the County in connection with the County's responsibility for filing documents required for the issuance of such permits, approvals, licenses, accreditation and certifications; and (c) as requested by the County, attend and participate at hearings before such governmental authorities and other agencies as may be needed to obtain such permits, approvals, licenses, accreditation and certifications. The Consultant's responsibilities under this Section will continue throughout the term of this Agreement. For Projects sited in the City of Chicago, the Consultant will have additional responsibilities as to building permits, which are specifically outlined in Section 2.6.2.
- 2.1.11 Schedule.** Prior to the commencement of the Schematic Design Phase, the Consultant will prepare and submit for the County's review and approval, a **Schedule** for all related management, design, construction and other Project activities. The reflection of construction activities and durations will be preliminary, since the Contractor, once the Contract is awarded, will be submitting a construction schedule for review and approval by Consultant and County.
- 2.1.11.1 Milestones.** The Schedule will identify key **Project Milestones**, durations and completion dates and will address appropriate County review periods. The Consultant will prepare refinements, with reasonable explanation therefore, of its Schedule detailing and coordinating component elements of design responsibility as well as other aspects of Project related activities.
- 2.1.11.2 Other Specific Schedule Requirements.** The Consultant will prepare the Schedule so that it: (a) includes adequate allowances for the County's review of the Consultant's work and for such governmental, regulatory and accrediting agency approvals as may be required in connection with the Project; (b) is consistent with building design and construction industry customs and practices in and about Cook County, Illinois and with the County's practices and procedures; and (c) is consistent with the other schedules developed and accepted by the County for this Project.
- 2.1.11.3 Adherence to Schedule.** Time limits established by the Schedule will not, except for reasonable cause or following written approval, which approval will not be unreasonably withheld, be exceeded by the Consultant or the County. The Consultant's services will be performed in accordance with the Schedule and as expeditiously as is consistent with the Standard of Care and the orderly progress of the Work. Once the Contractor's Time Schedule is approved, the Time Schedule will govern the construction activities of the Project, and the Consultant will utilize the Time Schedule in administering the Contract Documents during the construction phase. From and after approval of the Time Schedule, references in this Agreement to the "Schedule" will be deemed to refer to the Time Schedule. The Consultant is not responsible for updated the Time Schedule, but will review updates and advise the County on updates to the Time Schedule.
- 2.1.11.4 Notice of Failure to Adhere to Schedule.** Once the Schedule and the Time Schedule are approved by the County, it is the responsibility of the Consultant to promptly notify the County of any failure of strict adherence to the Schedule or the Time Schedule by any party or entity. The Consultant will promptly notify the County of any conditions, events or the occurrence of any other known matter which has or may cause a delay in the Schedule or the Time Schedule.

- 2.1.11.5 Notification of Milestones.** Seven (7) days prior to each Milestone within the Schedule or the Time Schedule, the Consultant will notify the County of the Consultant's opinion, based upon information available at the time, whether such Milestone will be met and if Consultant believes such Milestone cannot or will not be met, the nature of the delay, the cause of the delay and whether such delay will affect the Schedule. Failure to comply with this Section will waive the Consultant's right to seek additional compensation in the event of any delay in the Project.
- 2.1.11.6 Submittals.** Unless otherwise directed by the County, the Consultant will submit all milestone submittals required for the Project complete and in an organized format. Partial submittals will not be accepted. Notwithstanding any milestone submittal date accepted by the County, the actual submittal date will be when all required documents for the submittal are received by the County.

2.2 PROGRAM PHASE

The Consultant will provide professional Program services to develop a **Program** for review for approval by the County and will perform its services in compliance therewith.

- 2.2.1 Review Project Requirements.** The Consultant will review the needs and requirements of the Project based on site investigations and any available information provided by the County and will obtain and review such additional information which the Consultant deems necessary or useful in the performance of its duties and obligations under this Agreement. The Consultant will coordinate and conduct interviews with designated representatives from the User Agencies under the auspices of the Office of Capital Planning and Policy. During this phase, the Consultant will gather and compile all relevant data required to set forth the objectives for the design of the Project. This will include but not be limited to number and type of users, net and gross space analyses, an itemization of rooms required, their sizes and function, technical, MEP, HVAC, IT, telecommunications, security, equipment, energy usage and requirements, LEED, sustainability, other green objectives, special challenges, limitations and all other necessary criteria and requirements of the Project. The Consultant will organize the results into a comprehensive Program, including relationship and flow diagrams and include an estimate of probable cost with the 100% Program Phase Report.
- 2.2.2 Information to Be Provided by County.** The County will provide the Consultant with the relevant documentation and information pertaining to the Project that the County has in its possession to facilitate the Consultant's review of Project needs and requirements and will reasonably cooperate with the Consultant with respect to such review.
- 2.2.3 Site Visits.** The Consultant will have the appropriate personnel perform such site visits to the Project site as are necessary such that the Consultant and Subconsultants become thoroughly familiar with the Project site and its surroundings and make all reasonable efforts to verify the accuracy of any County "as-built" drawings related to the Consultant's work. In the event such "as-built" drawings do not exist, the Consultant will make all reasonable efforts to determine existing site conditions, including requirements for asbestos removal and abatement plans. Invasive investigations (above and beyond any such investigations included in Basic Services pursuant to Appendix B will not be required unless recommended by the Consultant and accepted by the County as Additional Services.
- 2.2.4 Recommend Additional Studies.** In connection with such site visits, the Consultant will correlate its observations with all the requirements of this Agreement and determine whether any studies not already specified as part of the Consultant's Basic Services, including, without limitation, soil, environmental, flood plain, utility and traffic analyses, and any surveys and title searches are required by law or by the requirements of the Project and will advise the County in writing of its determination.
- 2.2.5 Consultant Responsible for Adequate Investigation.** Notwithstanding anything to the contrary contained in this Agreement and without limitation on any other rights and remedies of the County, the Consultant will be obligated at its cost and expense to revise any document prepared by the Consultant, its subcontractors, agents or employees for the Project if the matters covered by such revisions could and should reasonably have

been discovered by the Consultant in the performance and observance of its services under this Agreement.

- 2.2.6 Consultant's Statement of Scope.** The Consultant will confirm in writing its understanding of the scope of the Project, analyze all potential issues and provide a statement that the information provided by the County and obtained by the Consultant from other sources is complete enough to begin design services, and if such information is not complete enough, the Consultant will identify and procure any information necessary to enable the Consultant to begin design services. In the event the Consultant is unable to procure the information it requires to commence design services or the cost to procure such information is excessive, the Consultant will advise the County of such facts and the County may either procure such information for the Consultant or direct the Consultant to proceed without such information if the County deems that such information is non-essential. Such review will be submitted to the County in the form of a written report which will include, among other things, a detailed identification of the information relied upon by the Consultant, and will be submitted to the County within 30 days after the Effective Date of this Agreement.
- 2.2.7 Program Analysis Report.** The Program Analysis Report will serve as a basis for the design logistics of the Project. The Consultant will, after consultation with the County and based on the program development described in Section 2.2, determine design objectives, flexibility, expandability, limitations and design criteria. The Consultant will prepare, for review and approval by the County, a Program Analysis Report containing the recommended Project criteria supplemented by all other information deemed necessary by the Consultant and the County to form a complete basis for the Project design logistics. The Consultant will upon notice from the County correct any weaknesses and inconsistencies in the Program Analysis Report as it relates to the Project and submit a revised report.
- 2.2.8 Conditional Approval of the Program Analysis Report.** The Consultant will obtain the County's conditional approval for the Program Analysis Report prior to proceeding to the Schematic Design Phase. Failure to do so will not relieve the Consultant from any responsibility or revision required for this service. The Program Analysis Report will not constitute or be construed to be a system design of any type and the acceptance and approval of a Program Analysis Report by the County will not constitute an approval of such.

2.3 SCHEMATIC DESIGN PHASE

Schematic Design Documents. The Schematic Design Phase will explore the most reasonable alternative design solutions. The Schematic Design will establish the general scope, conceptual design, scale and relationships of the Project components. Based on the approved Program, Schedule and Budget, the Consultant will prepare rough plans showing the general arrangement of rooms systems components, other spaces identified in the approved Program Analysis Report and of the building on the site (the "***Schematic Design Documents***"). for review and approval by the County at 50% completion and 100% completion. As part of Basic Services and at no additional charge to the County, the Consultant will prepare such revisions to the Schematic Design Documents as the County may request. The Schematic Design Documents will also specifically address any phasing requirements of the Project, and the planning will be directed to minimizing both construction and operating costs.

- 2.3.1 Preliminary Circulation Plan.** The Consultant will develop a preliminary Circulation Plan which sets forth the access, delivery and removal and storage of materials on the Project site for ingress and egress. The Consultant will provide Schematic design phase services as required for the preliminary development of the Circulation Plan.
- 2.3.2 Weekly Schematic Design Meetings.** The Consultant will schedule and conduct weekly schematic design review meetings and other meetings as needed with the County and such of the County's consultants as appropriate, and will provide minutes of all such meetings to all participants within five days of each meeting. Times, dates and locations of meetings will be subject to approval by the County.
- 2.3.3 Continuation of Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the

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

- 2.3.4 Alternative Approaches; 50% Schematic Design:** Unless noted otherwise, the Consultant will provide to the County, a minimum of three (3) alternative conceptual approaches to the design and construction of the Project for the County's review and selection. The Consultant will revise the selected concept as requested by the County where such concept requires refinement to meet the Program needs. Such requests may be made for any purpose including, but not limited to, design considerations, constructability, value engineering and scheduling considerations. The Consultant will provide additional alternative approaches without additional remuneration where the selected concept does not meet the Program needs. The final concept which will include preliminary circulation will comprise the 50% Schematic Design Documents.
- 2.3.5 100% Schematic Design.** Upon the County's conditional approval of the 50% Schematic Design documents the Consultant will prepare the 100% Schematic Design Documents which will further refine the general arrangements and other components to assure functionality and compliance with the Program needs.
- 2.3.6 Detailed Cost Estimates.** The Consultant will update its Statement of Probable Cost at the completion of 100% Schematic Design Phase, in accordance with Section 2.1.5.3.
- 2.3.7 Continuation of Schematic Design Services.** The Consultant's responsibilities under this Schematic Design Phase will continue through the end of the Bidding/Negotiation Phase. Should it become apparent during a later phase, up to and including the Bidding/Negotiation Phase that an error or omission was made by the Consultant during this phase, the Consultant will provide all corrections required to all documents without further remuneration from the County.
- 2.3.8 Conditional Approval of Schematic Design Phases.** The Consultant will obtain the County's conditional approval for the 50% Schematic Design submittal prior to proceeding to the 100% Schematic Design phase and approval for the 100% Schematic Design submittal prior to proceeding to the Design Development. The Schematic Design Phase is intended to establish the general layout, scales, components and their relationships as enumerated in Section 2.3 and generally established industry practice. The County's review and conditional approval of Schematic Design concepts will not constitute or be construed to be an acceptance or approval of any specific system design.

2.4 DESIGN DEVELOPMENT PHASE

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

- 2.4.1 Development: Minimum Requirements.** The Design Documents will minimally consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical, fire protection and life safety engineering components, security features, materials and such other elements as may be appropriate. The design documents will include cross referenced sections, details and plans, column lines, equipment clearances and dimensions for finished rooms, corridors, building and other components, elevations, design details, sections and plans and all other information required to adequately convey the scope of work. The Consultant will make any adjustments authorized by the County in the Program, Schedule or the Budget,
- 2.4.2 Revisions to Conform to County Approvals.** As part of Basic Services and at no additional charge to the County, the Consultant will prepare such revisions to the Design Development Documents as the County

may request if the documents deviate from approvals given by the County. The Consultant will be compensated if the County requests changes that are contrary to previous approvals and substantially increase the scope of the Project. The Consultant will prepare the Design Development Documents so that such are in conformance with the Budget.

- 2.4.3 Phasing.** The Design Development Documents will specifically address any phasing requirements of the Project, and the design will be directed to minimizing both construction and operating costs.
- 2.4.4 Continuation of Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Design Development Documents and to inform the County of the status and progress of such Design Development Documents.
- 2.4.5 Information and Product Sheets.** The Consultant will provide the County, for review and approval information and product sheets for components and building systems the Consultant proposes to use in the design of the Project. The County reserves the right to request specific products or components where the County wishes to standardize systems or for special use areas such as hospitals, detention facilities, courthouses and other building types.
- 2.4.6 Choice of Materials.** The Consultant will design the Project with materials and equipment it determines from its knowledge and experience to be in the best economic interest of the Project; provided, however that the County will have the authority to direct the Consultant to utilize specific materials or equipment for the Project design, as long as such equipment or materials conform to the Budget. The County may request changes in texture, finish or materials affecting the appearance, decoration or utility of the Project. If during the course of design or construction, the Consultant becomes aware of conditions which make material, equipment or labor unavailable or which will materially affect the supplies thereof; the Consultant will so advise the County so that appropriate planning may be considered.
- 2.4.7 Coordination with Information Technology.** The Consultant will coordinate its design for the Project with the County's selections of telephone, data communications, audiovisual, security and computer systems.
- 2.4.8 Long Lead Items.** The Consultant will identify and prepare a schedule for the procurement of long lead items. In preparing this schedule, the Consultant will coordinate with the County for the method of purchase for timely delivery of such long lead items.
- 2.4.9 Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at the completion of 50 %,and 100% Design Development documents, , in accordance with Section 2.1.5.3.
- 2.4.10 Conditional Approval of Design Development Documents..** The Consultant will obtain the County's conditional approval for the 50% Design Development Document submittal prior to proceeding to the 100% Design Development Document phase and approval for the 100% Design Development Document Phase prior to proceeding to the Construction Documents Phase.. The County's review and conditional approval of Design Development Documents will not constitute or be construed to be an acceptance or approval of any specific system design where the County is required to rely upon the Consultant's knowledge for such design.

2.5 CONSTRUCTION DOCUMENTS PHASE

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

- 2.5.1 Construction Documents.** The Construction Documents will include drawings and specifications setting forth in detail the requirements for the construction of the Project, as well as cost estimates updated for the appropriate stage of completion. During the Construction Documents Phase, the Consultant will periodically, as necessary to keep the County fully advised of the status of the Consultant's work, issue to the County progress drawings and individual specification sections for the Project.

- 2.5.2 County's Option to Contract Early.** In order to minimize construction problems and change orders, Consultant's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, the County may choose to accelerate the completion of the Work so that it is completed in a shorter time period than would normally be required, and therefore, may choose to issue Bid Documents prior to completion of final Contract Documents. The County understands that if construction or furnishings contracts are let prior to the completion of final Contract Documents, there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.
- 2.5.3 Preparation of Special Conditions.** The Consultant will also prepare for the County's review and approval, special conditions for inclusion in the Contract Documents. If the site will continue to be occupied during the Work, the special conditions will include requirements for the phasing of the Project to accommodate the performance of work while the site continues to be occupied and operated. If this is the case, the occupancy requirements are more fully described in Appendix G.
- 2.5.4 Continued Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for the preparation of the Construction Documents and to inform the County of the status and progress of such Construction Documents.
- 2.5.5 Preparation of Bid Documents.** The Consultant will prepare the necessary bidding information, documents, specifications, bidding forms and the conditions of the Contract for the Contract Documents and make any revisions required after review for by the County.
- 2.5.6 Correction of Construction Documents.** The Consultant will promptly upon notice or discovery make necessary revisions or corrections of errors, omissions, ambiguities or inconsistencies in the Construction Documents, at no additional charge to the County.
- 2.5.7 Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at the 50 % completion of Contract Documents and 100% completion of Contract Documents, in accordance with Section 2.1.5.3
- 2.5.8 Conditional Approval of Construction Documents.** The Consultant will obtain the County's conditional approval for the 50% Construction Documents submittal prior to proceeding to the 95% Construction Documents and approval for the 95% Design Construction Documents prior to proceeding to the 100% Construction Documents. The County's review and conditional approval of the Construction Documents will not constitute or be construed to be an acceptance or approval of any specific system design or details or specifications where the County is required to rely upon the Consultant's knowledge for such design.

2.6 BIDDING/NEGOTIATION PHASE

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

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

in PDF format. **All costs of printing specified in this Section are included in Basic Services and are not Reimbursable Expenses.**

- 2.6.2 Evaluation of Bids.** Following the County's approval of the Construction Documents, the Consultant will: assist the County in soliciting bids; coordinate and issue documents; evaluate and make recommendations on proposed substitutions; attend pre-bid conferences; answer all questions regarding the interpretation of documents; prepare and issue all addenda necessary to clarify documents; and assist in the review and evaluation of bids and recommend contract awards.
- 2.6.3 Application for Building Permit; City of Chicago.** The following provisions apply only if the Project site is located in the City of Chicago. Due to the extended period of time typically required to obtain a building permit in the City of Chicago, the Consultant will be responsible for initial application for the permit and for pursuing the permit process until award of the Contract for Construction. Therefore, following the County's approval of the Construction Documents, the Consultant will apply for a building permit in accordance with the following process, or any other process instituted by the City of Chicago.
- 2.6.3.1 DCAP.** The Consultant will be responsible for scheduling an appointment with the City of Chicago Department of Construction and Permits ("DCAP"), and will submit the Construction Documents together with a permit application at the first meeting with DCAP or as otherwise required by DCAP. If DCAP requires changes to the Construction Documents prior to issuing a permit application number, Consultant will make any necessary changes to the Construction Documents, and after obtaining the County's approval of such changes, will set an appointment to resubmit corrected Construction Documents. Consultant will schedule and attend any meetings necessary and make any necessary corrections so as to obtain a building permit application number as soon as possible.
- 2.6.3.2 Revisions.** After issuance of a building permit number, the Consultant will track comments from DCAP and revise drawings within five (5) business days of receiving comments. The Consultant will keep the County advised of progress with the permit process.
- 2.6.3.3 Plan Review Meeting.** The Consultant will schedule the open plan review meeting with DCAP to ensure that the permit is issued to the Contractor without delay. The Consultant will provide revised drawings to the Contractor and notify the Contractor of the scheduled open plan review meeting with DCAP.
- 2.6.4 Changes to Meet Statement of Probable Cost.** If the lowest bona fide bid for construction of the Project exceeds the Consultant's final Statement of Probable Cost, the Consultant will perform such services as are necessary, in consultation with the County, to make changes in the Project which will allow construction of the Project in accordance with the final Statement of Probable Cost and the Budget. Such actions may include re-design, revision of Construction Documents and re-issuance of Construction Documents, if necessary. All such services are part of Basic Services and Consultant will not be entitled to additional compensation for such services.

2.7 PRECONSTRUCTION PHASE SERVICES

The responsibilities of the Consultant set forth in this Section 2.7, though commencing the Project and prior to the commencement of construction, will continue throughout the Construction Phase.

- 2.7.1 Governmental and Regulatory Agency Permits.** The Consultant will assist the County and the Contractor in obtaining all required governmental and regulatory agency permits or approvals required for the Project. The Consultant will assist the County and the Contractor in obtaining fee waivers from governmental and regulatory agencies and in resolving any code or regulatory disputes. The Consultant will be responsible for notifying the County in a timely manner of any potential delays with regard to obtaining such permits or approvals where such potential delays may have an impact on the Schedule.
- 2.7.2 Review of Contractor's Schedule of Submittals.** The Consultant will review and approve the Contractor's schedule for the submittal of shop drawings, samples and other required submissions of the Contractor.

Schedules are subject to the County's approval.

- 2.7.3 Review of Contractor's Submittals.** The Consultant (through its specialty engineers, where appropriate) will review or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples such that the Work, when completed, will be in general conformance with the Contract Documents and Government and Other Standards. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Consultant will promptly notify the County of any observations regarding the quality, appropriateness or timeliness of the submittals.
- 2.7.4 Repeated Review.** The Consultant will be responsible for reviewing all of the Contractor's submittals as many times as is necessary to assure that such submittals are in accordance with the Contract Documents. The Consultant's review and action will be taken with such reasonable promptness as to cause no delay in the Work, while allowing sufficient time, in the Consultant's professional judgment, to permit adequate review. Such submittals will be approved by the Consultant only if they are in conformance with the design concept of the Project and in compliance with the Contract Documents. If such submittals are not approved, the Consultant will reject such submittals with comments as to why such submittals were not satisfactory.
- 2.7.5 Significance of Consultant's Review and Approval.** The Consultant's review will not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item will not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents or Government and Other Standards, the Consultant will be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents and Government and Other Standards.
- 2.7.6 Retention of Other Services.** When requested by the County, the Consultant will assist the County in selecting and retaining the professional services of surveyors, special consultants and testing laboratories not already included in the Basic Services.

2.8 CONSTRUCTION SERVICES PHASE

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

- 2.8.1 General Requirements and Provisions.** The Consultant will provide administration of the Contract Documents. The Consultant will provide administrative, management and related services as required to monitor, and report on the activities of the Contractor with regard to the progress of the Work and the completion of the Project in accordance with the County's objectives for cost, schedule and quality as provided in the Schedule, Budget, Statement of Probable Costs and Contract Documents.
- 2.8.1.1 Duration of Construction Phase Services.** The Consultant's responsibility to provide Basic Services for the Construction Phase, under this Agreement, commences with the award of the Contract for Construction and terminates upon the proper issuance to the County of a final certificate of payment for the Project and the completion of a reasonable number of post Substantial Completion (punch list) inspections thereafter. All of these inspections, both for purposes of determining Substantial Completion and post-Substantial Completion, will be part of Basic Services. For projects that include multiple Contract Documents/bid packages the Consultant's responsibility as enumerated in this paragraph extends to each separate bid package.
- 2.8.1.2 Advice during Construction Phase.** The Consultant will advise and consult with the County during

construction until final payment to the Contractor is made and all other obligations under this Agreement are completed to the County's satisfaction. The Consultant will have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written instrument.

- 2.8.1.3 *Monitoring of Progress and Performance.*** The Consultant will monitor progress and performance of the Contractor. The Consultant will promptly give notice and recommend courses of action to the County if requirements of the Contract Documents are not being fulfilled and, with the concurrence of the County, initiate the directive that corrective action be taken by the appropriate responsible party.
- 2.8.1.4 *Communication through Consultant.*** Except as may otherwise be provided in the Contract for Construction or when direct communications have been specially authorized by the County, the County and Contractor will endeavor to communicate through the Consultant on matters of Project design. Communications by and with the Consultant's subcontractors will be through the Consultant.
- 2.8.1.5 *Construction Progress Meetings.*** The Consultant will schedule and conduct construction progress meetings not less than once per week during the Construction Services Phase to discuss matters of, progress, problems and scheduling of the construction phase of the Project and will provide the County with minutes of all such meetings. Times, dates and locations of meetings will be subject to approval by the County.
- 2.8.1.6 *Limitation of Consultant's Responsibilities; Contractor's Work.*** The Consultant will not have control over or charge of and will not be responsible for the Contractor's implementation of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Consultant will not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents or Government and Other Standards. No provision of this Agreement will be interpreted to confer upon the Consultant any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the site.
- 2.8.1.7 *Access to Work.*** The Consultant will at all reasonable times have access to the Work wherever it is in progress.
- 2.8.2 *On-Site Construction Observation.*** During the Construction Services Phase, the Consultant will provide at least 20 hours per week of on-site construction observation of the progress of the Work to determine that the Work generally conforms to the requirements of the Contract Documents and Government and Other Standards.

 - 2.8.2.1 *General Conformance with Contract Documents.*** The Consultant will review conformance of the materials and workmanship to the standards established by the Contract Documents and Government and Other Standards, review the Work and evaluate test reports and will notify the County promptly of any deficiencies observed in Contractor's Work. Project meetings or other meetings, including coordination meetings with the County or other consultants or contractors on site, will not be considered part of the hours allotted to construction on-site observation.
 - 2.8.2.2 *Specialized Site Observations.*** The Consultant will provide structural, mechanical, electrical, fire protection and life safety engineers, from its own employees or subcontractors, to perform on-site observation of the progress and quality of the Work, and to determine that the Work, when completed, will generally conform to the requirements of the Contract Documents and Government and Other Standards, at intervals appropriate to the stage of construction or to the Consultant's participation in the Project. On-site observation will consist of visual observations of materials, equipment and construction. Such on-site observation will not be relied upon by others as acceptance of the Work, nor will it be construed to relieve the Contractor in any way from its obligations and responsibilities under the Contract Documents.
 - 2.8.2.3 *Advice as to Observable Defects.*** On the basis of such on-site observation, the Consultant will keep the County informed of the progress and quality of the Work and will endeavor to guard County

against observable defects and deficiencies in the Work and variances from the Contract Documents and Government and Other Standards, and will promptly report to the County any observed defects, deficiencies or variances. The parties acknowledge that during the progress of the Work, certain Work may not be in compliance with the Contract Documents, but will be in compliance by the time such portion of the Work is completed. Therefore, the Consultant's obligation to "promptly" report defects, deficiencies, variances and other matters is intended to require the Consultant to notify the County at such time as the Consultant knows, should have known, or reasonably believes that the Work, when completed, will not be in conformance with the Contract Documents or Government and Other Standards. The Consultant acknowledges that early discovery of such defects, deficiencies, variances and other matters are important in avoiding rework and additional costs.

- 2.8.2.4 Field Reports.** Within seven (7) days of each on-site observation, the Consultant will submit a field report to the County, with a copy to the Contractor.
- 2.8.3 Reporting and Documentation Requirements.** In addition to the Monthly Progress Reports required under this Agreement, the Consultant will be responsible for the following reports. Any of the following may be included in the Monthly Progress Reports, unless otherwise requested by the Project Director.
- 2.8.3.1 Updates of Statement of Construction Costs.** The Consultant will update the **Statement of Construction Cost** at least monthly, incorporating changes accepted by the County as they arise, and submit to the County the updated Statement of Construction Costs within ten (10) days after the earlier of the preparation thereof, or the end of each month.
- 2.8.3.2 Cash Flow Reports.** The Consultant will also be responsible for developing cash flow reports and forecasts on a quarterly basis and for submitting such reports of forecasts within ten (10) days after the end of each quarter. Such cash flow reports will identify variance between actual and budgeted cash flow and costs of the Project. The Consultant will promptly advise the County whenever the Consultant is in possession of information indicating that the actual Project costs exceeds the Statement of Construction Cost. The Consultant will submit a cash flow report identifying the variance between actual and budgeted cash flow costs of the Project.
- 2.8.3.3 Cost Accounting Records.** The Consultant will maintain cost accounting records on authorized Work performed; additional Work performed on the basis of actual costs of labor and materials; and/or other Work requiring accounting records in accordance with standards and formats accepted in writing by the County.
- 2.8.3.4 Review and Certification of Contractor's Payment Applications.** The Consultant will review the Contractor's applications for progress payments and final payments, all documentation in support of such applications, including but not limited to waivers of lien and affidavits, and all other documents to be submitted by the Contractor as a precondition for payment including but not limited to progress reports and as built drawings. Based on this review, as well as its visits to the construction site and any other information it has, the Consultant will provide a written certificate to the County indicating: (a) whether the Contractor's Work has progressed to the point indicated on the application for payment based on documentation and observation of the quantity and quality of the Contractor's Work as furnished to and made by the Consultant; (b) whether the Contractor's application for payment is supported by all waivers; (c) whether the Contractor has submitted to the County all other documents required by the County as a precondition for payment; and (d) whether the Consultant recommends payment.
- 2.8.3.5 Special Reports.** Where special requests for reports are made by the County, the Consultant will submit within seven days of the County's request, a written statement of the Project progress; summary of payments made; and construction status in accordance with the Contract Documents.
- 2.8.3.6 Written Interpretations of Contract Documents and Responses to RFI's.** The Consultant will issue written interpretations of the Contract Documents and written responses to all requests for information ("**RFI's**"). The Consultant will make recommendations within seven days of receipt of the

submission to the Consultant, on all requests of the County or the Contractor relating to the execution and progress of the Work and on all matters or questions related thereto. Any directive affecting construction costs and/or schedule will only be issued by the County.

2.8.4 Other Contractor Oversight and Assistance.

2.8.4.1 Review of Inspections, Testing, Systems, and Equipment. The Consultant will review the Contractor's inspection and testing of utilities, operational systems and equipment for readiness and will monitor the initial start-up and testing of such systems and equipment.

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

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

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

2.8.5 Disputes; Non-Conforming Work.

2.8.5.1 Authority to Reject Nonconforming Work. The Consultant will have no authority to reject Work, except as otherwise provided herein. If the Consultant determines that the Work of the Contractor does not conform to the Contract Documents, the Consultant will promptly notify the County, in writing, of such nonconforming Work and will provide recommendations for corrective action regarding such Work so that the County can determine whether such Work should be rejected. In the event the County determines that such Work should be rejected, the Consultant will execute the County's directive to reject such Work. Whenever the Consultant considers it necessary or advisable to comply with the intent of the Contract Documents, the Consultant will recommend to the County, in writing, when additional inspection or testing of the Work should be conducted, whether or not such Work is fabricated, installed or completed.

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

2.8.6 Revisions, Change Orders.

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

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

2.8.6.3 Need for Additional Information. If the Consultant's response notes a need for additional information or study, the response also will include a description of the information or studies required. The Consultant will, upon the County's request, undertake expedited efforts to obtain the additional information and to perform the additional studies identified in its response. If the Consultant objects to the proposal then, at the County's option, the Contract Documents will be modified in accordance with Article 3 in a manner recommended by the Consultant and approved by the County.

2.8.6.4 Preparation of Change Orders; Reimbursement for Negligent Design. The Consultant will prepare change orders and construction change directives with supporting documentation and data, for the County's approval and execution in accordance with the Contract Documents, including any change orders and construction change directives as is needed to rectify any errors, omissions, ambiguities or inconsistencies in the Project Documents. The Consultant will reimburse the County for all costs of corrective Work, extra Work, claims for additions or replacement Work required as a result of errors, omissions, ambiguities or inconsistencies in the, Project Documents.

2.8.7 Substantial and Final Completion.

2.8.7.1 Inspections for Substantial Completion. The Consultant will conduct inspections to determine the date or dates of Substantial Completion under the terms of the Contract Documents and the date or dates of Final Completion.

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

2.8.7.3 Receipt of Required Documentation. As part of the process of certifying Substantial Completion, the Consultant will receive, review for compliance with the Contract Documents and forward to the County for the County's review and records, as-built drawings, test certifications, and related documents required by the Contract Documents and assembled by the Contractor. The Consultant will not issue a certificate of Substantial Completion until the requirements of this Section have been met. Once it has been determined that the Contractor's documentation conforms to the Contract Documents, the Consultant will, upon approval from the County, transmit the documentation to all individual(s) designated by the County.

- 2.8.7.4 Final Completion; Documentation.** Consultant will issue a final certificate for payment upon compliance with the requirements of the Contract Documents. The Consultant will secure and transmit to the County required guarantees, affidavits, releases, bonds and waivers. In addition, the Consultant will deliver all information that it obtains from the Contractor, or a subcontractor including keys, manuals, record drawings and maintenance stocks. The Consultant will promptly notify the County if, in the Consultant's judgment, any of the documents assembled by the Contractor fails to conform to the Contract Documents.
- 2.8.7.5 Punch List(s) and Inspection(s) Pursuant to Final Completion.** Upon date or dates of Substantial Completion for the Project, the Consultant will participate in the development of completion punch list(s) prepared by the Contractor for the Project and will prepare a statement as to the Contractor's completion of corrective Work. The Consultant will arrange for an inspection for Final Completion and will review whether all Work performed by the Contractor is in accordance with the requirements of the Contract Documents.
- 2.8.7.6 Contractor's Final Payment Certification:** The Consultant will review and certify the Contractor's final payment application once it has been established that the Work is complete and in conformance with all Contract Documents.
- 2.8.7.7 Closeout Reports.** After Final Completion of Work, the CMA will prepare a close-out report in a format approved by the County. The report will contain but not be limited to the following information: Overall project budget, schedule summaries; detailed financial summaries for Contractor and Architect of Record; AOR Errors and Omissions Summary; Warrantees and related items. The CMA will submit Two original copies and one electronic copy in PDF format as part of the Basic Services

2.9 POST CLOSE OUT SERVICES

2.9.1 COMMENCEMENT

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

2.9.2 CLOSE OUT MEETINGS

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

2.9.3 SERVICES FOLLOWING PROJECT CLOSEOUT

For a period of **three (3) months** following the date of Final Completion, the Consultant will make the Key Personnel available to the County as needed up to a maximum of **forty (40) hours**, to resolve any outstanding issues in connection with the work of this Project. The Consultant will not expend any of the **forty (40) hours** without the prior authorization of the County. If, upon expenditure of the **forty (40) hours** of Key Personnel time, the County requires additional Key Personnel time, the Consultant will be compensated for such additional Key Personnel time in accordance with Section 6.2.

ARTICLE 3 ADDITIONAL SERVICES

3 AUTHORIZATION AND REIMBURSEMENT

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

3.1 ACQUISITION

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

3.2 ENGINEERING AND TESTING SERVICES

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

3.3 DESIGN AND MANAGEMENT

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

3.4 DOCUMENTS AND APPLICATIONS

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

3.5 SITE REPRESENTATION AND OBSERVATION

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

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

3.6 PROFESSIONAL OR CONTRACTOR DEFAULT

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

3.7 INVESTIGATIONS, INVENTORIES AND ASSESSMENTS OF EXISTING FACILITIES

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

3.8 SERVICES AFTER PROJECT CLOSEOUT

When requested by the County, the Consultant will provide services after the Consultant properly issues to the County a final certificate for payment for the Project where such services exceed the number of hours or the time period established in 2.9.3.

3.9 OTHER SERVICES

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

ARTICLE 4

COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS

4 COUNTY'S RESPONSIBILITIES AND RIGHTS

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

4.1 COUNTY'S RESPONSIBILITIES

4.1.1 Cooperation with Consultant. The County will cooperate with the Consultant in order to enable the Consultant to perform its work hereunder and will direct its employees, agents, Contractors and consultants to reasonably cooperate with the Consultant.

4.1.2 Approvals; Acceptances; Decisions. The County will render approvals, acceptances and decisions required by the Consultant in a reasonably expeditious manner for the orderly progress of the Consultant's services and the Project.

4.1.3 Faults; Defects. The County will promptly advise the Consultant if the County becomes aware of any fault or defect in the design or construction of the Project.

4.1.4 Point Of Contact. The Project Director will, on behalf of the County, act as the primary point of contact for the Consultant with the County and render decisions in a timely manner where such decisions do not result in any change or modification of this Agreement or of the Project. The Consultant's communications with the County, including but not limited to all reports, should be directed through the Project Director to the greatest extent possible, except for written notices, which will be made in accordance with Section 11.3.

4.1.5 Additional Costs.

(a) Requests for changes which could individually or cumulatively result in Additional Costs in excess of \$150,000 or extend the scheduled completion date of the Agreement by more than one (1) year from the completion date of this Agreement shall be submitted to the Project Director for approval by the Chief Procurement Officer and the County's Board of Commissioners (the "Board").

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

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

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

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

- 4.1.9 Geotechnical Engineers.** The County will furnish the services of geotechnical engineers to the extent necessary for the Project. The Consultant will, on a timely basis, recommend the scope of such services and will be responsible for the sufficiency of its recommendations, but will not be liable for the engineers' performance.
- 4.1.10 Services of Other Consultants.** The County, at its discretion, will furnish the services of other consultants when such services are outside the scope of Basic Services but otherwise necessary for the Project, upon the Consultant's request. The County will have the sole discretion in determining what services are necessary for purposes of the Project.
- 4.2 ADDITIONAL RIGHTS OF COUNTY.**
- 4.2.1 Review of Certificates/Certifications.** The proposed language of certificates or certifications requested of the Consultant or the Consultant's consultants will be submitted to the County for review and approval at least seven (7) days prior to execution. The County will not request certifications that would require knowledge or services beyond the scope of this Agreement.
- 4.2.2 Materials Inspection and Responsibility.** The County will have a right to inspect any material to be used in carrying out this Agreement, but such inspection will not constitute acceptance or approval by the County of such material and will not relieve the Consultant or any other person from the performance of and compliance with the provisions of this Agreement or any other contract in respect of the Project. The County does not assume any responsibility for the availability of any materials and/or equipment which the Consultant provides under this Agreement.
- 4.2.3 Reduction of Professional Services.** The County reserves the right to reduce the scope of services set forth in this Agreement. In the event the County reduces the scope of services, the Consultant will be entitled to compensation for services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with Articles 6 and 7.
- 4.2.4 Project Suspension.** The County will have the absolute right to suspend the Project. Where the County suspends the Project any work performed by the Consultant during such suspension period will be at the Consultant's sole risk and the County will not be responsible for any compensation or delay damages on account of such suspension period. The Consultant agrees to keep such Key Personnel available during all suspension periods which do not exceed three (3) months.
- 4.2.5 Termination for Lack of Receipt of Necessary Approvals.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement is expressly contingent upon receipt by the County of all necessary approvals to complete the Project from applicable federal, state and local authorities; provided however, that nothing contained herein will be deemed to impose upon the County a requirement for obtaining any permits or other approvals that are generally required to be obtained by the Contractor. In the event the County does not obtain approval for the Project or any phase, portion thereof or if such approval has been cancelled, rescinded or modified, this Agreement or, at the County's election, that part of this Agreement attributable to the phase or portion not approved, cancelled, rescinded or modified will be terminated without further action by either party and thereupon neither party will have any further liability or obligation to the other with the exception of the payment by the County to the Consultant of services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the Consultant will be full settlement for services rendered under this Agreement and Consultant's sole remedy.
- 4.2.6 Termination for Convenience.** The County may terminate this Agreement, terminate a portion of the Consultant's services under this Agreement, or reduce the scope of the Project, the Consultant's services or both, at any time by notice in writing from the County to the Consultant. If the Agreement is terminated by the County, the Consultant will deliver to the County all finished or unfinished documents, data, studies and reports prepared by or on behalf of the Consultant under this Agreement and these will be and become the property of the County. Payment for the work performed before the effective date of such termination will be based upon

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

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

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

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

5.2 HARDWARE AND SOFTWARE LICENSING

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

5.3 INSURANCE REQUIREMENTS

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

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 an 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 \$3,000,000.00 for each occurrence for all liability and \$3,000,000.00 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 has provided the Consultant with a copy of its General Conditions for construction contracts 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 INSURED**

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.

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 \$5,000,000 per occurrence and \$5,000,000 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 (\$1,017,777). Progress payments for Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion.

6.2 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services as described in Article 3 will be either on the basis of a lump sum fee or an hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services will be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services will be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which will not exceed the sum of (\$75,000.00) for Additional Services for this Agreement. No funds from this budgetary category will be expended or authorized without the advance written authorization of the County. Regardless of whether Additional Services are rendered, the County will have no obligation to pay for Additional Services unless the same have been specifically set forth in a writing prepared by the Consultant and approved in writing by the County.

6.3 COMPENSATION FOR REIMBURSABLE EXPENSES

The Consultant's budget for Reimbursable Expenses will not exceed (\$25,000.00) 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

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

6.6.1 "E & O Costs" Defined. The cost of change orders made necessary by reason of alleged errors and omissions of the Consultant and determined by the County to be directly related to such alleged errors and omissions are hereinafter referred to as "E & O Costs".

6.6.2 "1 % Threshold" Defined. The 1% Threshold is the point at which the aggregate E & O Costs exceed one percent (1 %) of the Contract for Construction (the "**1 % Threshold**").

6.6.3 Retainage Amount Defined. The County acknowledges that the measure of damages attributable to errors and omissions may not be the full amount of the change order necessary to correct such error or omission, and that the damages may be difficult to quantify until the change is completed. Therefore, the amounts that will be withheld and allocated to the Error & Omission Retainage Fund from time to time are limited to ten percent (10%) of the E & O Costs in excess of the 1 % Threshold (the "**Retainage Amount**"), as an estimate of the actual damages, to be determined later. The Error & Omission Retainage Fund will not exceed Two hundred fifty thousand dollars (\$250,000.00) and no additional withholding for the Error and Omission Retainage Fund after such limit is reached.

6.6.4 Commencement of Withholding. When the County determines that E & O Costs exceed the 1 %

Threshold, the County will withhold the Retainage Amount from the next pay application request received; provided, however, that if the pay application request is less than the Retainage Amount the County will withhold the balance from succeeding pay application requests until such Retainage Amount has been fully withheld. The Retainage Amount will be adjusted as any additional change orders are processed to reflect E & O Costs included in such change orders.

- 6.6.5 Release of Fund.** If at Final Completion of the entire Project, the County's damages due to the Consultant's errors and omissions are less than the 1 % Threshold, the County will release the full Error and Omission Retainage Fund to the Consultant. If at Final Completion of the entire Project, the County's damages resulting from errors and omissions of the Consultant exceed the 1 % Threshold, the County will retain that portion of the Error and Omission Retainage Fund necessary to satisfy the County's damages, and release the balance to the Consultant. To the extent that the Error and Omission Retainage Fund is insufficient to fully satisfy the County's damages, the County will have the right to seek compensation from the Consultant directly for that portion of the County's damages which are not satisfied.
- 6.6.6 In Effect beyond Termination.** This Section 6.5 will remain in effect, enforceable and applicable notwithstanding the termination of this Agreement for any cause.

ARTICLE 7

PAYMENTS TO THE CONSULTANT

7 PAYMENT PROCEDURES

7.1 PAYMENTS FOR BASIC SERVICES

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

7.2 INVOICING

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

- 7.2.1 Form 29A.** Invoices will be submitted in triplicate for each payment, using County Invoice Form 29A. Invoices will include an itemization of the services provided during the period covered by such payment in accordance with the Cost Loaded Schedule.
- 7.2.2 Certification of Sub-Consultants to be Paid.** Consultant will submit a list (Consultant's Sworn Statement) in the County format of the sub-consultants providing services during the period covered by such payment, and the amounts billed by and to be paid to such sub-consultants. Such list will be certified by the senior financial officer of the Consultant as true, correct and complete.
- 7.2.3 Lien Waivers.** Consultant will submit professional lien waivers in the County format, executed by each sub-consultant indicating that such sub-consultant has received payment from the Consultant for the services invoiced in the previous payment and waiving liens for the work performed in such payment period.
- 7.2.4 Cook County Code, Chapter 34, Sec. 34-31.0** 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 and warrants that the Consultant is authorized to do business in the State of Illinois and is properly licensed ~~as an architect (or as an engineer, in cases where the Services are not architectural services but engineering services)~~ by all necessary governmental and public and quasi-public authorities having jurisdiction over the services required hereunder. The Consultant hereby represents and warrants that the person executing this Agreement on behalf of the Consultant is duly authorized to do so and has submitted documentation evidencing such authority, and this Agreement is a legal, valid and binding obligation of the Consultant, enforceable against the Consultant in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally. T 129
4/29/13
- 9.2 **Financial Capacity.** The Consultant represents and warrants that the Consultant is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder based on timely payments by the County and will promptly give to the County written notice of any material adverse change in the financial condition of the Consultant.
- 9.3 **Independent Contractor; Joint and Several Liabilities.** The Consultant represents and warrants that the Consultant is an independent contractor and will not represent to any third party that its authority is greater than that granted under the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if the entity which is the Consultant hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the Consultant under the terms of this Agreement is a covenant, agreement, indemnity and obligation undertaken by each partner or joint venture partner, as the case may be, in the entity which is the Consultant (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of Consultant will be performed and observed by any one of the Joint Venture Partners regardless of the performance or non-performance of such covenants, agreements, indemnities or obligations by any of the other Joint Venture Partners.
- 9.3.1 **Ability to Perform.** The Consultant represents and warrants that the Consultant is able to furnish the professional services, and any materials, supplies, equipment and labor required to complete the Basic Services required hereunder and perform all of its obligations and has sufficient experience and competence to do so. All personnel providing services on the Project will be qualified by training, licensing, and experience to perform their assigned tasks.
- 9.3.2 **Familiarity with Project.** The Consultant represents and warrants that the Consultant is familiar with the requirements of the Project and this Agreement, and is experienced in the areas of planning, designing, and performing architecture and engineering services, and will employ the services of others experienced in the areas of planning, designing, and performing architecture and engineering, and other services required of Consultant under this Agreement. The Consultant has the necessary skill, financial resources and personnel to successfully complete its services under this Agreement.
- 9.4 **Covenant to Use Professional Efforts.** The Consultant covenants with the County to use its professional efforts, skill and judgment and abilities to design the Project and perform all services provided hereunder in accordance with the Standard of Care.
- 9.5 **No Reliance on Matters Not in Agreement.** Except only for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by the County, its officials, agents, or employees has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant, including any representation, statement or promise referring to: (i) the meaning, correctness, suitability, or

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

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

ARTICLE 10

DEFAULT AND DISPUTES

10 DISPUTES AND DEFAULT

10.1 DISPUTES

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

10.2 DEFAULT

- 10.2.1 Default by 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: JACOBS PROJECT MANAGEMENT COMPANY
Attn: JAMES E. McCLEAN, PRINCIPAL
Address: 525 WEST MONROE STREET, SUITE 200
City, State, Zip: CHICAGO, IL 60661

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**

Department of Corrections 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 (OCCP) 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 OCCP 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 OCCP'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.
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 monitor, report and ensure compliance with the County MBE-WBE

programs to ensure compliance of 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 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

2. Plan of Action

Provide a detailed statement of work or plan of action that includes but is not limited to the following components:

1. IMPLEMENTATION WORK PLAN
2. PROPOSED PROJECT SCHEDULE
3. ORGANIZATIONAL CHART INCLUDING PROJECT LEADERS AND SUBCONTRACTORS

Include a summary or brief narrative of project objectives, understanding of the project and the approach proposed to complete the project. Each phase of the project should be described, with an emphasis on providing the required deliverables within the proposed schedule and budget for the project.

Project Understanding and Objectives**Women's Justice Services at DOC South Campus Buildings 3 & 4**

It is our understanding that Cook County is planning for design and construction to provide a new home at the Cook County Department of Corrections South Campus Buildings 3 and 4 for the Cook County Sheriff Women's Justice Services programs to consolidate the residential treatment and training programs. The consolidation will provide continuity between the two programs. The new home will provide a modern, safe, and efficient environment that is in compliance with the Department of Justice guidelines and Jail Standards where women participating in the program can undergo rehabilitation and learn new skills to allow them to become productive and valued members of society. The project includes the various aspects of design and construction and will incorporate sustainable design and green features in the design.

The project is currently in pre-design phase and the County is procuring a design architect simultaneously with the procurement for professional construction management administration services.

Security Post Construction Upgrades at DOC

It is our understanding that Cook County is planning for design and construction to expand and renovate Posts 4, 5, 6, 7, 8, 9, 10 and Div. 4 at the Department of Corrections (DOC) with the intent of the project to facilitate the processing of employee and visitor traffic entering the DOC. Three posts will be expanded, and the remaining posts will undergo renovations.

Construction Drawings have been completed, and the project has been bid. The County is in the process of awarding a contract to a General Contractor, and construction is expected to begin in Spring 2013 with an approximately eight (8)-month construction period. The successful Respondent will provide CMA Services for the duration of construction and post-construction.

With all the projects listed, a unique aspect is working within an occupied, correctional-facility environment. We will explain our approach to this challenge under the following Implementation Work Plan section.

Guaranteed Energy Performance Contract at the DOC and JTDC

It is our understanding that Cook County has hired Noresco to identify and implement energy cost savings measures at the Department of Corrections (DOC) and the Juvenile Detention Center (JTDC), and that Phase One of this scope of work is complete.

Jacobs will provide CMA services for the duration of construction and post-construction for the ECM projects identified.

IMPLEMENTATION WORK PLAN

Responsibilities of the CMA:

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.

Sprint Start Benefit: Effective PM Start/Integration

Through the use of this process, we have found that our project teams start off with a better understanding of scope, budgets, schedule, progress to date and the individual roles and responsibilities of project stakeholders. Critical issues are identified and a common understanding of the task at hand, budgetary constraints, schedule conflicts and general scope definition are well identified and addressed. With the definition of these items well documented, the team is able to move quickly in establishing a platform for success.

This process will also enable us in review of all project-related documentation to quickly get up to speed and perform services with the standard of care required for each specific service.

Leadership

Our goal is to safeguard the interests of the County, as the primary contact and authority on construction administrative activities for these projects. Jacobs will provide quality control over the various phases of the projects; and we will provide comprehensive oversight, coordination, inspections and administration of the design (for the Women's Justice Services Buildings 3 & 4) and construction process. Our approach to ensure optimization of the budget, schedule and service delivery starting with design on the applicable projects through construction and post-construction is as follows:

Sprint Start and Mobilization

Our Sprint Start process is our method of building teamwork and consensus in the task of planning, sequencing, and executing the critical activities to complete a project. We use this interactive process to arrive at a shared understanding of and expectations for the project and to develop a mutually agreed upon project scope. This process will be used for each of the three projects listed.

The session is a meeting of all the stakeholders and key participants, including Cook County representatives stakeholders, A/E, and Project Manager to create a vision of the overall project scope, cost, schedule, and plan of action with the intent of obtaining ownership and commitment by all participants. Our clients who have used this process have consistently related to us how much of a significant benefit was realized by the investment.

Design Phase: Women's Justice Services at DOC South Campus Buildings 3 & 4 only

Pre-Design

Our team will review all project-related documents to understand the scope of services and contractual responsibilities of the design architect and provide an evaluation of the County's program including project budgets, schedules, and overall project requirements. We will facilitate a project-specific meeting with all stakeholders and a tour of the campus to facilitate cross-reference discussions against the facilities needs assessment to start the design phase.

Cost Control--Designing to Budget

One of our approaches and methodologies is our focus on Cost Control during the entire design phase of the project. As we believe in setting and understanding client expectations for the entire project team from the start, designing to cost is as vital to meeting and supporting the client's expectations. Cost Control has a significant influence on the quality of good design, schedule performance, procurement, and constructability.

Cost Control--Designing to Budget (continued)

At the onset of the project, we will review with the County and the Architect the initial project budget and architect's conceptual estimate. This will be key to identifying other Owner costs such as permitting, utility agreements, FF&E, and construction staffing costs. This will set a benchmark for the County and entire team identifying the Total Installed Cost of the project.

Design Phase

During the design phase, Jacobs will assist the County and design team with confirmation of the Program Study to include meetings with building users, review of space and agency requirements, and review of conceptual design to ensure compliance with programming requirements. We will communicate any adjustments or changes that the County might want to consider at this phase of the project and publish the Project Execution Plan, which will define all project requirements and serve as the guideline for the entire design and construction of the project(s). This plan will also serve as the quality assurance manual that will be utilized for the design, construction, and operation of the facility.

If design changes are requested by the County, we will review the potential impacts of the change in security, life safety, accessibility, sustainability goals, and other possible features of the project. Our objective will be to rapidly identify any such impacts, and obtain consensus on the cost/benefit analysis, and if desired, work with the County to ensure resources are available to process reviews, changes, and schedule compliance.

Throughout the design development process, Jacobs will perform design reviews and constructability analysis including recommendations for phasing, methodology, safety in design, green features and constructability to promote cost-effective means and methods to design and construct a high-quality, sustainable facility.

Construction Phase: All projects

During the construction phase, Jacobs will schedule and coordinate the project meetings, lead the construction meetings as Cook County's advocate, and facilitate problem-solving and communication among all team members. Led by Mark Crisman with support from project management resources included with our proposed team, Jacobs will utilize best practices for managing all cost, schedule, and quality aspects of the project(s) to yield maximum return on investment by the County.

Jacobs will facilitate daily on-site monitoring during the construction phase, utilizing contractor furnished reports and subcontractor furnished reports which record on-site conditions, site safety, unresolved issues, and issues needing final resolution. These reports will include issues such as quality inspections, scheduling and schedule monitoring, safety reporting, and other key performance indicators as required by the project team.

It is our understanding that Cook County has hired Noresco to identify and implement energy cost savings measures at the Department of Corrections (DOC) and the Juvenile Detention Center (JTDC), and that Phase One of this scope of work is complete.

Focus on Security

In a project recently completed with the Colorado Department of Corrections, many methods were planned to isolate the contractors site access, material laydown yard, office trailer compound, parking, and movement within a secured prison complex. Additional measures were taken to limit radio frequency, phone usage and computer usage. Added complexities with this project was connecting the new building close custody facility to an existing occupied close custody facility and the use of inmates from both vocational programs and correctional industries to help in the construction of the project. Measures were made to train the construction work force in working around inmates, (do's and don'ts) and several security measures were put in place to monitor and regulate inmate movement.



Focus on Security: In addressing site security, safety, and other concerns in working in an occupied facility/campus, we understand the concerns of the County in working within an occupied correctional facility and are very active in working with the owner's security and safety personnel to help ensure the proper precautions are taken to isolate construction activities from the existing facilities and occupants. This will start in planning and continue through design and construction. The Jacobs team is very familiar with working in occupied prison environments.

Focus on Safety: Working in an occupied facility/campus located in a downtown environment presents safety issues and risk management issues that need to be mitigated effectively. In our role as the CMA, we will establish a proactive safety culture, promote safety training, emphasize safety to all project participants, have a strong site safety orientation, and encourage hazard analysis for all tasks by all contracting parties. Safety on this project cannot be underestimated due to the nature and location of the project. Simultaneously and in alignment with the focus on security concerns, Jacobs will facilitate the development of an overall logistics plan and require the contractors to utilize adequate safety measures, signage, way finding, fencing and traffic control to perform all construction work safely and with minimal disruption to operations.

BeyondZero®: At Jacobs, we see safety differently. It's more than a policy manual or list of do's and don'ts. We strive to go BeyondZero® incidents by putting the health and safety of our employees first in everything we do. BeyondZero® is about possibility thinking; a belief that we can achieve a workplace free of incidents and injuries. But we're not stopping there! As individuals we are committed to making safety a personal value and taking responsibility for ensuring no one is injured on or off the job—including our colleagues, family, and friends.

Post-Construction: All Projects

After construction is completed and verification that all systems are installed properly and work together according to their design intent, we are committed to making sure that transition into building ownership and operation is as smooth as possible.

Responsibilities of the CMA:

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.

Project Controls

We understand that schedule and the achievement of the schedule within budget are the primary drivers for the success of this program. The first thing we will do following the rapid mobilization of our core team is set up an interactive planning and work session that will focus on the schedule and budget to create a master schedule and master budget that will be used and maintained through the life cycle of the program.

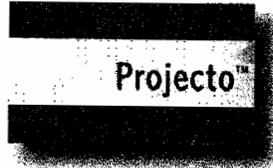
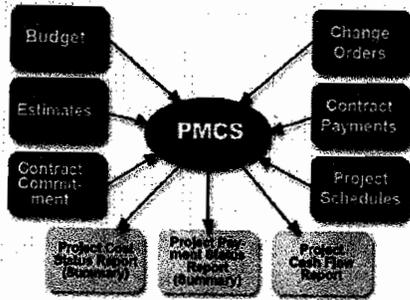
The keys to schedule success are:

1. Managing interim milestones, and extensive monitoring of the schedule to flag and resolve any potential problems
2. Early Planning and Management of Long Lead Submittals, and FF&E Procurement items
3. Expedited Submittal and RFI review using our web-based Project Management System

Jacobs will manage the schedule using a combination of the interactive interface that the Wizard Software solution Projecto (Projecto) provides, bolstered at the back end by the robust CPM scheduling functionality of Primavera P6 software. To enable this approach, the detailed and technical contractor's schedules would be maintained and reviewed using Primavera P6, in order to leverage the full service functionality of the system. Based on the schedule review, important milestones and representative summary-level information will then be transferred back to Projecto's structured and user friendly interface for executive-level information management and reporting.

Similarly, we will use Projecto's comprehensive financial and capital program management functions to support the creation of a master budget which will form the backbone of the financial system and will be maintained and updated through the entire program life cycle. The budget consolidates all of the actual and potential costs and estimated contingencies for the program, using an intuitive Work breakdown structure that allows for the transition of the data back to the Accounting system of record. We understand currently that the County is working with Wizard Software solutions to develop integration with the existing financial system of record to automate the flow of data. We will use our substantial experience with such financial systems integrations to help achieve the most optimum solution for the County and develop an efficient system to reconcile the data before the integration takes place.

As your CMA, we fully understand it is our job to effectively anticipate, mitigate, manage, and control issues encountered on the project in a manner that helps the project stay on budget. We understand that change is inevitable; however, using Projecto's analysis and reporting functions we will support the County with contemporaneous budget analysis, what-if scenarios, cost estimate validations and contingency drawdown information, so that the County has the best information available to arrive at educated and informed decisions.



Project Controls (continued)

Jacobs is a leader in the utilization of automated, web-based, and commercially available project management control systems and are well-versed with the use of Projecto for online collaboration, document and photo management modules to store and archive project related documents and real time photographs, making them available for instant viewing and use for the project team. We will facilitate the use of the "team task interface" to record actionable items and assign responsibility to track the progression of these items to completion. We also propose to augment the Projecto technology with our web-based project management system (Prolog) to manage the day-to-day project management functions like tracking drawing packages/bulletins, tracking and coordinating RFIs, submittal processing, capturing daily field reports, notices to comply (non conformance), and finally effectively tracking and collaboratively managing the punchlist process. All action items generated from this process will be circled back and captured in Projecto's team task interface to generate comprehensive reports.

Finally, the most visible and essential aspect of any project is the ability to report on the data and documentation being captured—both accurately and timely. This is also one of Projecto's strongest suits. In addition to the data being available real time in an intuitive format for users to view; we will generate and issue a project based monthly report that summarizes project scope, schedule status, cost status and key issues/activities. The reports are graphically focused for quick decisions and can be distributed in a diverse range of formats as well as scheduled and set up for automatic delivery and preset times.

Responsibilities of the CMA:

3. The CMA will 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.

Responsibilities of the CMA:

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.

Sprint Start and Mobilization

As previously noted, our Sprint Start process is our method of building teamwork and consensus in planning, sequencing, and executing the critical activities to complete a project. We use this interactive process to arrive at a shared understanding of and expectations for the project and to develop a mutually agreed upon project scope.

The Sprint Start session involves a meeting of all stakeholders and key participants, including Cook County representative stakeholders, A/E, and Project Manager to create a vision of the overall project scope, cost, schedule, and plan of action with the intent of obtaining ownership and commitment by all participants. Our clients who experience the Sprint Start process consistently tell us they realize a significant benefit through the investment.

Benefit: Effective PM Start/Integration—Our experience with the Sprint Start process shows us that our project teams start off with a better understanding of scope, budgets, schedule, progress to date and the individual roles and responsibilities of project stakeholders. Critical issues are identified and a common understanding of the task at hand, budgetary constraints, schedule conflicts and general scope definition are well identified and addressed. With the definition of these items well-documented, the team is able to move quickly in establishing a platform for success.

County/State Agency Interface

Jacobs will provide Cook County with Project Management with dedicated experience in coordinating the permitting efforts of large public agencies. We will be responsible for working with the various City agencies such as the Department of Building, Bureau of Underground Coordination, Department of Fire, Mayor's Office for People with Disabilities, Department of Health, Department of Housing and Economic Development, Streets and Sanitation, Department of Transportation, and the Department Water Management as well as any other agency as required to ensure project code compliance.

We will facilitate early meetings between Cook County and the various City Departments to establish expectations and requirements necessary for Permit and will coordinate follow up meetings as necessary to ensure timely permit procurement.

We will work closely with the Architect of Record and General Contractor in monitoring the City's review comments and addressing them in accordance to the City's requirements and offer any cost/time saving measures our experience in working closely with these regulatory agencies affords us. We will communicate this progress in a Permit Status Report to be distributed at a pre-determined frequency.

Post-permit procurement, we will assist the General Contractor in coordinating any inspections as required to obtain the Certificate of Occupancy.

Responsibilities of the CMA:

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.

Conflicts and Disputes/Risk Mitigation

We will be actively involved in and encourage an open and clear line of communication to identify any conflicts and disputes that may arise with the project team and seek immediate resolution. We will work to resolve issues early, and gain "buy-in" with the project stakeholders. In the event that conflicts and disputes aren't resolved at the lowest possible level, we will make recommendations and support the efforts of the County in resolving the matter. In an effort to identify potential conflicts and disputes, a risk analysis and mitigation plan will be developed and maintained throughout the life cycle of the project. Different risks are identified and apply to the various phases of the project. The plan will identify the risk, identify what the risk implication is, the impact if the risk occurs (high, medium or low risk) and the probability of the risk occurrence (high, medium or low), the risk mitigation and action, and the risk response control management status. The risk analysis plan will be interactive and shared with Cook County.

JACOBS
RISK ANALYSIS AND MITIGATION PLAN

Project Name	Project Number	P.R. Item Number	Date		
Adoptive Order - Cook County Professional Corporation/Incorporation			02/13/13		
Adoptive Order - Department of Corrections Center					
Risk Description	Risk Implication	Level of Risk Occurrence	Probability of Occurrence	Mitigation Action	Responsible Party
Understanding of and compliance with governing contract requirements or handling the need for the Women's Justice Services Project. To provide a modern, safe and efficient environment where women participating in the program can undergo rehabilitation and learn new skills to allow them to become productive and valued members of society, the County Post Construction Agreement to facilitate the processing of supplies and materials including the OGC and the Guaranteed Energy Performance Contract to identify and implement energy performance measures (EMMs) that will result in at least a 10% reduction in emissions and energy costs compared to a baseline year, throughout a 15 year financing period.	Meeting the mandated requirements for each of the programs through both design and construction and meeting the required times for completion.	High	High	From Cook County's perspective, gain a clear understanding of all requirements and goals and ensure that all requirements are being addressed in the design and construction of the facility. Drive lessons learned from previous experience looking ahead projects ensure that all project specific issues are defined in the construction schedule and monitored for completion of all construction, activities and identify Occupancy activities by the required date.	All requirements mitigation are being addressed in the design and construction of the facility.
Understanding the role of any governing authority and building agencies where applicable.	Issues that all requirements are addressed to.	High	High	Through interactive planning with all appropriate parties, gain a full understanding of each agencies role in the construction, righting and all other requirements to ensure the agencies is compliant.	All appropriate parties clearly understand the role of each agency and their involvement with the project. This creates an environment for proper communication exchange and establishes appropriate communication channels.

Risk mitigation plan sample

Responsibilities of the CMA:

7. The CMA shall monitor, report and ensure compliance with the County MBE-WBE programs to ensure compliance of the Contractor and the Architect of Record.

MBE/WBE Program Compliance

To help ensure program MBE-WBE compliance and to maximize to the extent possible to achieve the goals set forth, we will actively participate in discussion and monitoring of the Contractors and Architect of Records MBE-WBE participation/utilization plan.

A requirement will be established for the Contractor and AOR to submit Monthly Compliance Reports to the CMA. The monthly compliance reports will include monthly compliance reports of all consultants, subcontractors and lower-tier subcontractors, as required by contract documents.

All information collected will be reported to Cook County.

Responsibilities of the CMA:

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

Scheduling/Weekly Meetings

Jacobs will prepare a master project schedule in alignment with the AOR and Contractor's schedule that will indicate major design and construction activities including turnover and occupancy and will monitor the schedule through the program development, design (where applicable), and construction phases. After the initial contractor's baseline schedule is approved within compliance of the contract documents, all subsequent monthly updates will be analyzed for compliance and accurate progress reporting. We will report back to Cook County on schedule issues that may occur during the design, construction and occupancy phases and make recommendations for risk mitigation and schedule recovery if needed.

For each project, a pre-construction meeting will be held after Notice to Proceed is issued to discuss all aspects of the project construction. The pre-construction meetings will include representation from Jacobs, the AOR, Cook County, and the contractor. Topics for discussion will include but not be limited to security and safety concerns, coordination with all facility operations, key personnel, schedule, site logistics, work hours and restrictions, work sequencing and long lead material items, procedures for RFIs, testing and inspections, pay applications, submittals, record documents, processing field decisions, commissioning, owner occupancy and closeout requirements. Meeting minutes will be prepared and distributed to all parties in attendance within three business days for each pre-construction meeting.

During the construction phase for each project, Jacobs will facilitate weekly construction progress meetings. This will be a County, Architect, and Contractor meeting (OAC) to discuss progress of the issues discussed in the pre-construction meeting and facilitate a clear line of communication and problem-solving among all team members. Jacobs will utilize best practices for managing all cost, schedule, and quality aspects of the project(s) to yield maximum return on investment. Jacobs will coordinate with the contractor to provide meeting minutes to all parties in attendance within three business days of each meeting.

Responsibilities of the CMA:

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 our 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 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.

Change Management

We will be actively involved in all project progress and monitor all potential changes that may be required as a result of unforeseen conditions, contractor generated changes, Owner-requested changes or other changes that may have a cost and/or time impact. If we are aware of an issue that may cause potential cost and/or time impacts, we will capture that issue in the risk analysis and mitigation plan. All changes will be reviewed for need, compliance with the contract documents, cost effectiveness and reason for the change. Cost estimates will be developed to compare submitted costs for changes and with the assistance of the AOR, negotiate the changes. After all review requirements are completed, we will provide recommendations for their disposition to the Project Director. A change order will be prepared and issued when a decision is rendered by the Project Director. A log of all potential changes and change orders will be prepared and distributed. The reason for each change, i.e., Error or Omission, will be either included in the same log or a separate log will be kept for that purpose.

For all AOR-submitted changes for professional services, we will follow the same process and review for need, compliance with the contract documents, cost-effectiveness and reason for the change. Cost estimates will be developed to compare submitted costs for changes, and we will negotiate the changes with the AOR. After all review requirements are completed, we will provide recommendations for their disposition to the Project Director.

In close coordination with the AOR, any substitution requests will analyzed for contract compliance, cost effectiveness, effect to the schedule and schedule compliance and effect on other interrelated materials or equipment. After all review requirements are completed, we will provide recommendations for their disposition to the County.

Responsibilities of the CMA:**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 documents.

Document Management

Jacobs intends to use the Projecto interface for online collaboration, document and photo management modules to store and archive project-related documents and real-time photographs, making them available for instant viewing and use for the project team. In order to manage the day-to-day project documents, we propose to augment the current technology with our web-based project and document management system which has the ability to collaborate, track, and maintain documents like RFIs, submittals, daily reports, non-conformance reports, correspondence, transmittals, meeting minutes and punchlists, among others. Both Projecto and Prolog have built-in tracking capabilities that also help manage document due dates and deliverables. The system has a robust file management system that will allow us to upload the latest project documents, that will be instantly available online, real-time, for the project team to view. The document control software will also help store all the project documents in an organized fashion, making the closeout and document archival process more seamless.

We will also use Projecto's simple and graphical report capabilities to produce and submit weekly and monthly reports providing a status of each project, along with a cost and schedule summary. The monthly report will also consist of the GC's schedule update along with cash-flow curves provided by them reflecting the monthly distribution of the construction cost, including approved change orders. Our mobilization team will work with the County to verify the specifications to validate these requirements of the GC.

Responsibilities of the CMA:

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.

Daily On-Site Construction Observation/Inspections

Effective quality assurance and quality control (QA/QC): We believe that enforcement of disciplined QA/QC procedures on each project is a key factor to successful projects. When a quality finding is identified, we establish a corrective action plan and implement with appropriate verification of resolution. A detailed Project Execution Plan (PEP), which defines the overall quality system for the design, construction, and commissioning teams, inclusive of deliverables and measurement for the projects, will be developed during the project design phase.

A daily site observation report will be generated and include key elements where applicable, such as current weather conditions, progress observed, key material and equipment deliveries, observance of on-site manpower of various trades, changed conditions for previous observations, testing and inspections, site observations from A/E team, review of conformance with contract documents, noncompliant observations, security and safety observations, and other general comments. A log of all site observations will be kept, and all concerns will be discussed immediately and tracked and monitored through weekly progress meetings until the issues have been resolved. A log of all A/E field observation reports will be kept, and all observations will be discussed and monitored in the same manner.

JACOBS

Section	Page
Global Quality Manual	1 of 11
1.0 INTRODUCTION	1
1.1 SCOPE AND PURPOSE	1
1.2 QUALITY MANAGEMENT SYSTEM	1
1.3 RESPONSIBILITIES	2
1.4 QUALITY AND HEALTH, SAFETY, AND ENVIRONMENT POLICY	2
2.0 GLOBAL QUALITY SYSTEM GOVERNANCE	3
2.1 GLOBAL QUALITY SYSTEM, CLIENT, SPONSOR, OPERATING PROCEDURES	3
2.2 OPERATIONAL PROCESSES AND PROCEDURES	3
2.3 PERSONNEL OF QUALITY SYSTEM	4
2.4 CONTROL OF QUALITY RECORDS	4
3.0 MANAGEMENT SYSTEMS	4
3.1 MANAGEMENT CONTROL SYSTEM	4
3.2 CONTROL PLAN - MEETING SCHEDULE OPERATING PROCEDURES	4
3.3 MANAGEMENT PLANNING	5
3.4 MANAGEMENT PLANNING	5
3.5 RESPONSIBILITY, AUTHORITY, AND COMMUNICATION	5
4.0 PROJECT MANAGEMENT	5
4.1 PROJECT MANAGEMENT	5
4.2 PROJECT MANAGEMENT	5
4.3 MANAGEMENT APPROVAL OF RESOLUTION	5
5.0 PROJECT DELIVERY	7
5.1 PROJECT DELIVERY	7
5.2 PROJECT PLANNING	7
5.3 GLOBAL OPERATING PROCEDURES	7
5.4 GLOBAL OPERATING PROCEDURES	7
5.5 PROJECT PROCEDURES	7
5.6 PROJECT PROCEDURES	7
6.0 PROJECT PERFORMANCE MEASUREMENT, ANALYSIS, AND IMPROVEMENT	9
6.1 PERFORMANCE MEASUREMENT	9
6.2 DATA ANALYSIS AND REPORTING	9
6.3 PERFORMANCE IMPROVEMENT	9
6.4 PERFORMANCE DOCUMENTS	9
APPENDICES - Global Quality Management Procedures	11

Responsibilities of the CMA:**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

Close-Out

A closeout matrix will be utilized to identify and monitor all closeout requirements. Closeout discussions begin at the pre-construction conference, and closeout efforts continue through construction. This process will provide an added level of assurance that the facility will function as engineered. We will require the contractor to include closeout as a discussion topic during weekly OAC meetings to monitor progress. In an effort to ensure a smooth closeout process, we will also require the contractor to include schedule activities including but not limited to test and balance, commissioning, contractor pre-punch, AOR punch list, testing and inspections, owner training, and closeout submittals.

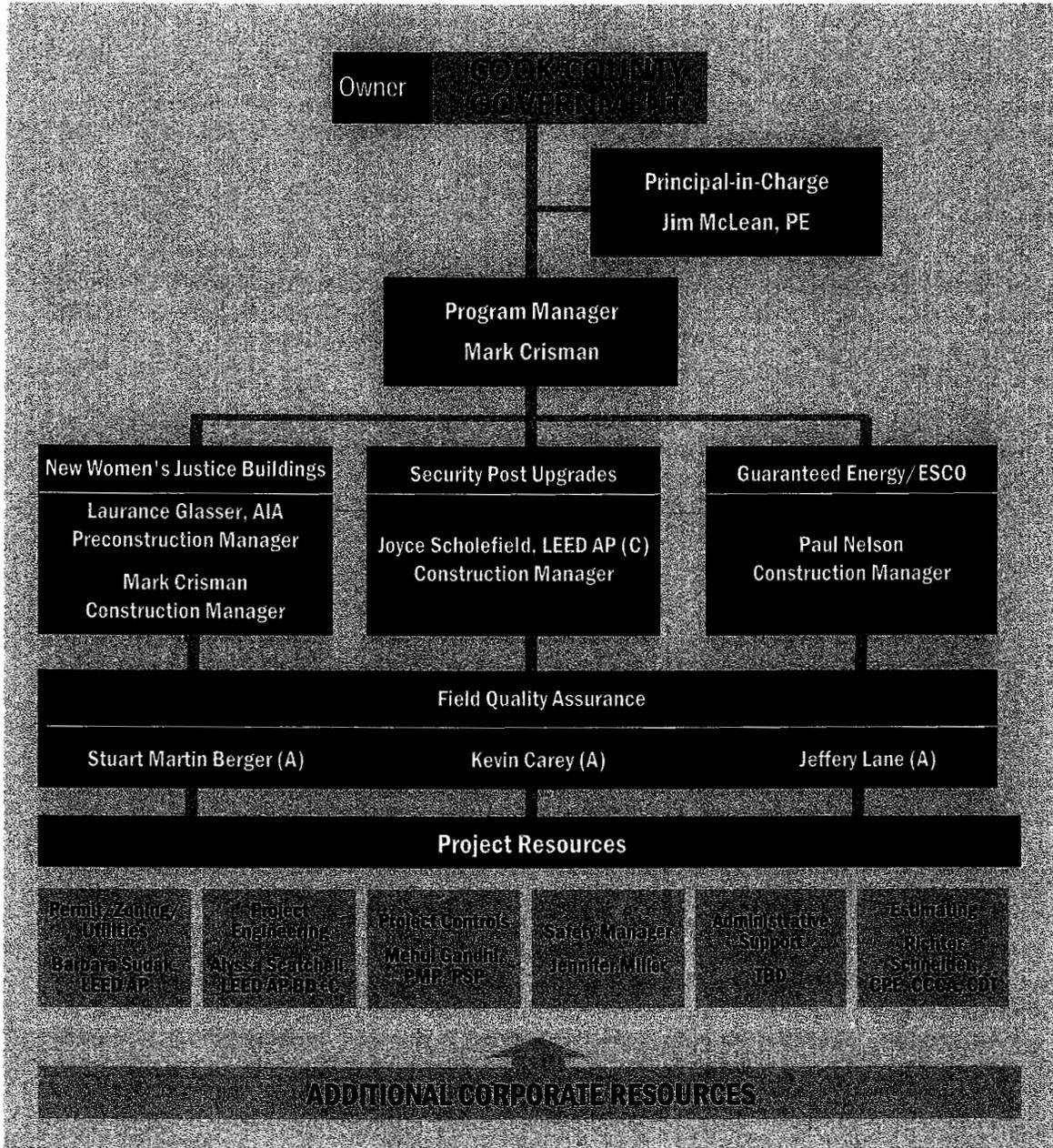
With construction nearing completion, we will help coordinate the contractor's efforts to pre-punch all work and provide the required documentation for the AOR to begin their punchlist process. We will coordinate all Owner training to ensure the facility staff is knowledgeable and comfortable with operating and maintaining the various systems for a smooth transition to Owner occupancy. We will continue with the efforts of receipt and review of all closeout submittal documentation as scheduled to ensure compliance with the contract documents required for both substantial completion and then final completion.

Our commitment to a successful project and smooth transition doesn't end after Owner occupancy. During the warranty period, our warranty management team will assist in resolving any issues and proactively monitor all facility systems to ensure they are working properly and optimally.

APPENDIX C
KEY PERSONNEL

Organizational Chart Including Project Leaders and Subcontractors

This organizational chart reflects our overall team proposed to provide construction management administration services for Cook County's three projects at the DOC Campus.



JACOBS subcontractors:

(A): Ardmore Associates, LLC

(C): Cotter Consulting, Inc.

Denotes key positions

**APPENDIX D
SUBCONTRACTORS**

Compliance Plan
MBE/WBE Plan - For purposes of MBE/WBE compliance for this Task Order, Consultant must utilize certified MBE/WBE firms to the maximum extent possible in performance of Services and must achieve goals of Minority Business Enterprise (MBE) and (Women Business Enterprise (WBE). The goals for this project are 35% overall expenditures. Proposal may be rejected if it does not have full compliance. Questions regarding MBE/WBE compliance can be directed to the Office of Contract Compliance (312-603-5502). Consultant must submit MBE/WBE Utilization Plan and Letters of Intent in Exhibit B.

Compliance Plan

Working with us on this assignment are Ardmore Associates, LLC, and Cotter Consulting, Inc. We have selected these firms to work with us because of their experience relevant to the scope of this project. We have identified meaningful and substantial roles for each firm and will meet the MBE/WBE requirements of this assignment.

Ardmore Associates will provide construction inspection/quality assurance services to the team, and Cotter Consulting will provide project management services for the Security Post Upgrade Project.

Jacobs has a longstanding, successful working relationship with each of these firms and is currently working with them at the Chicago Public Schools, City Colleges of Chicago, and the Chicago Transit Authority.

Both proposed subconsultants are certified in their appropriate areas of expertise, as evidenced by the MBE/WBE Utilization Plan and Letters of Intent in Exhibit B under the Attachments to this proposal.

APPENDIX E
PROJECT SCHEDULE

Project Time Schedule

The proposer will provide a project schedule of adequate detail to include all tasks. The County has no specific expectation of a timeframe but seeks expedience of the specified tasks. The Schedule should be grounded with solid reasoning and justification and how it will best serve the interests of the County and its overall mission.

Proposed Project Schedule

The enclosed schedule details our understanding of the scope of work for each of the projects. Also included is a more detailed schedule summarizing the actual overall and construction durations for each of the ESCO scopes of work. This schedule facilitates an understanding of the resources required to successfully manage this work.

Additionally, during our Sprint Start mobilization effort, we will work collaboratively with the County to develop a more detailed CPM master schedule building consensus regarding planning, sequencing, and execution of all critical activities necessary to successfully complete this assignment.

Proposed Project Schedule

JACOBS

**Professional Construction Management Administration
Services-DOC CAMPUS**

Activity Name	12/1	12/2	12/3	12/4	12/5	12/6	12/7	12/8	12/9	12/10	12/11	12/12	12/13	12/14	12/15	12/16	12/17	12/18	12/19	12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29	12/30	12/31		
Approval / Award Contract for CM Services																																	
CM Client expectation survey for Program																																	
Programing																																	
Interactive Planning with Cook County DOC / Stakeholders																																	
Prepare Master Program Schedule for Program																																	
Design - Preparation of Construction Documents																																	
Bid and Award																																	
Construction																																	
Equipment Commissioning, Start-Up & Testing																																	
Owner Staff Training on M/E/P Equipment																																	
Activation																																	
Shakedown																																	
Occupancy																																	
Post Construction - Closeout																																	
Construction Approval / Award Contract for CM Services Sprint Start and Mobilization Interactive Planning with Cook County DOC / Stakeholders Construction Equipment Commissioning, Start-Up & Testing Owner Staff Training on M/E/P Equipment (TBD - Phased as Determined) Activation (TBD - Phased as Determined) Shakedown (TBD - Phased as Determined) Occupancy (TBD - Phased as Determined) Post Construction - Closeout																																	
Approval / Award Contract for CM Services Sprint Start and Mobilization Interactive Planning with Cook County DOC / Stakeholders Construction Equipment Commissioning, Start-Up & Testing Owner Staff Training on Equipment if Required Activation (TBD - Phased as Determined by Norecco Schedule) Shakedown (TBD - Phased as Determined by Norecco Schedule) Occupancy (TBD - Phased as Determined by Norecco Schedule) Post Construction - Closeout Assisting with Capitol Planning																																	

APPENDIX F
COST LOADED/FEE SCHEDULE

4. **Cost Proposal**
Please provide a detailed cost proposal including basic services, additional services and reimbursable expenses.

Cost Proposal

Basic Services:

Jacobs proposes a fee for basic services of \$1,017,777. This is assuming approximate project costs of \$2.8 million for the Women's Justice Services Building, \$9.2 million for the Security Post Upgrades, and \$34 million for the Energy Performance Contract. The work plan on the following pages shows a breakdown of our staffing plan for each project as well as for our project resources such as Project Executive, Safety, etc., that will be shared across all three projects. The costs for these shared resources will be allocated on a pro rata basis relative to the construction value of each project. For the specific projects, a breakdown is as follows:

Women's Justice Services Building - \$345,413 for basic services

Security Post Upgrades – \$297,462 for basic services

Energy Performance Contract – \$374,902 for basic services

Additional Services:

For any additional services that would be required, Jacobs would propose to work on an hourly basis based on the attached 2013 hourly rate schedule. The schedule includes rates for all staff included in this proposal. These rates would be escalated at 3.5% in subsequent years.

Reimbursable Expenses:

All customary expenses related to the project are included within our hourly rates. If during the course of the project there arises a need for Jacobs to incur expenses, we will receive approval of the County prior to incurring the expenses. The expenses would be billed to the County with no mark-up.

Cook County Program Team**2013 Hourly Rates****Jacobs**

Jim McLean, Principal-in-Charge	\$220.00
Mark Crisman, Program Manager	\$148.51
Laurance Glasser, Preconstruction Manager	\$176.27
Paul Nelson, Construction Manager	\$166.43
Barbara Sudak, Permit/Zoning/Utilities	\$99.75
Alyssa Scatchell, Project Engineering	\$69.99
Mehul Gandhi, Project Controls	\$137.03
Jennifer Miller, Safety Manager	\$111.05
Richter Schneider, Estimating	\$151.45
Jeramie Cobb	\$100.96

Cotter Consulting, Inc.

Joyce Scholefield, Construction Manager	\$140.00
---	----------

Ardmore Associates, LLC

Stuart Martin Berger, Field Quality Assurance	\$97.64
Kevin Carey, Field Quality Assurance	\$79.08
Jeffery Lane, Field Quality Assurance	\$100.04

APPENDIX G
SPECIAL CONDITIONS AND INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

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 LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@internal.jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822 Fax to: 1-212-948-1306	CONTACT NAME:		
	PHONE (A/C No. Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Jacobs Project Management Co. 155 North Lake Avenue, 9th Floor Pasadena, CA 91101	INSURER A: ACE AMER INS CO		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 33272634** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		HDO G25529030	07/01/12	07/01/13	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY					PERSONAL & ADV INJURY	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY		ISA H08635651	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 4,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLR C46785770 (AOS)	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WCU C46785976 (LA, OH, TX)	07/01/12	07/01/13	E.L. EACH ACCIDENT	\$ 3,500,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SCF C46785812 (ME, WI)	07/01/12	07/01/13	E.L. DISEASE - EA EMPLOYEE	\$ 3,500,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"		EON G21655065 003	07/01/12	07/01/13	E.L. DISEASE - POLICY LIMIT	\$ 3,500,000
						PER CLAIM/PER AGGREGATE	5,000,000 5,000,000
						DEFENSE INCLUDED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OFFICE LOCATION: Chicago, IL 60602. **PROJECT MGR:** Aaron Bilyeu. **SENIOR CONTRACT MGR:** Glenn R. Young. **RE:** Construction Management Administrative Services, South Campus Building 3&4, Security Post Construction Upgrades, & Guaranteed Energy Performance. **CONTRACT NUMBER:** 13-88-067. **SECTOR:** Public. *\$2,000,000 SIR FOR STATES OF: LA, OH, TX. Cook County, its commissioners, officials and employees are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Waiver of subrogation is hereby granted in favor of cert holder for GL. Coverage is primary and certificate holder's insurance is excess and non-contributory. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS

CERTIFICATE HOLDER Cook County 118 North Clark Street, Room 1018 Chicago, IL 60602 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

04/26/2013

NAME OF INSURED: Jacobs Project Management Co.

CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/26/2013

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

AGENCY LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@internal.jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822 Fax to: 1-212-948-1306	PHONE (A/C, No, Ext): 1-212-948-1306	COMPANY ALLIANZ GLOBAL RISKS US INS CO	
FAX (A/C, No):	E-MAIL ADDRESS:	LOAN NUMBER	POLICY NUMBER CLP3014085
CODE: Property All Risk	SUB CODE:	EFFECTIVE DATE 04/01/13	EXPIRATION DATE 04/01/14
AGENCY CUSTOMER ID#:		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
INSURED Jacobs Project Management Co. 155 North Lake Avenue, 9th Floor Pasadena, CA 91101		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION
SEE REMARKS BELOW FOR ALL LOCATION DETAILS.
Limit: \$500,000.00

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
"All Risks" of Direct Physical Loss or Damage including Earthquake, Flood and Boiler & Machinery subject to normal policy exclusions and sublimits. Covering: Valuable Papers Valuation: Replacement Cost on Property Damage.	As_stated_above	25,000

REMARKS (Including Special Conditions)

OFFICE LOCATION: Chicago, IL 60602. PROJECT MGR: Aaron Bilyeu. SENIOR CONTRACT MGR: Glenn R. Young. RE: Construction Management Administrative Services, South Campus Building 3&4, Security Post Construction Upgrades, & Guaranteed Energy Performance. CONTRACT NUMBER: 13-88-067. SECTOR: Public.
The terms, conditions, and limits provided under this certificate of insurance will not exceed or broaden in any way the terms, conditions, and limits agreed to under the applicable contract.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Cook County 118 North Clark Street, Room 1018 Chicago, IL 60602 USA	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

ACORD 27 (2009/12)

© 1993-2009 ACORD CORPORATION. All rights reserved.

33273042

The ACORD name and logo are registered marks of ACORD

nyumdo_newgalaxy

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/26/2013

NAME OF INSURED: Jacobs Project Management Co.

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/RFPP 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.cookcountyclerk.com/subordinances.asp>). This page can also be accessed by going to www.cookcountyclerk.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) 803-4304 (89 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.

(Exhibit B) **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: Ardmore Associates, LLC
Address: 33 N. Dearborn, Suite 1720, Chicago, IL 60602
E-mail: mhouston@ardmoreassociates.com
Contact Person: Michael Houston Phone: 312-795-1228
Dollar Amount Participation: \$ TBD
Percent Amount of Participation: 25% %
*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Cotter Consulting, Inc.
Address: 100 South Wacker Drive, Suite 920, Chicago, IL 60606
E-mail: j.turner@cotterconsulting.com
Contact Person: Jan Turner Phone: 312-696-1200
Dollar Amount Participation: \$ TBD
Percent Amount of Participation: 10% %
*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X 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.

2/15/2013

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 6/33 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 88-1459 (30 ILCS 680/2-11).

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 85-1380.

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 6)

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
<u>NONE</u>	

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: No: _____

b) If yes, list business addresses within Cook County:
_____ 575 WEST MADISON, Suite 201, Chicago IL _____

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No:

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): _____

(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:

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: JACOBS PROJECT MANAGEMENT CO D/B/A: NA EIN NO: 35-2321289

Street Address: 525 WEST MONROE

City: CHICAGO State: IL Zip Code: 60661

Phone No: 312-251-3000

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
JACOBS ENGINEERING Group Inc	155 NORTH LAKE AVE PASADENA CA 91101	100%

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
NA		

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
See #1 Above			

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.

ANTHONY C. FERRELLI
Name of Authorized Applicant/Holder Representative (please print or type)

Anthony Ferrelli
Signature

tony.ferrelli@jacobs.com
E-mail address

Vice President - JACOBS
Title

4/30/13
Date

(404) 592-7462
Phone Number

Subscribed to and sworn before me this 30th day of April, 2013

x Yesenia Rodriguez
Notary Public Signature

My commission expires:

YESENIA RODRIGUEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/26/2016

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: JARVIS ENGINEERING GROUP INC. D/B/A: _____ EIN NO.: 95-4081636

Street Address: 155 NORTH LAKE AVE.

City: PASADENA State: CA Zip Code: 91101

Phone No.: 626-578-3500

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
SEE ATTACHMENT 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
NONE		

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

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.

Name of Authorized Applicant/Holder Representative (please print or type) ANTHONY C. FERRELLI Title VICE PRESIDENT
Signature *Anthony Ferrelli* Date 4/30/13
E-mail address tony.ferrelli@jacobus.com Phone Number (404) 592-7462

Subscribed to and sworn before me this 30th day of April, 2013

x *Yesenia Rodriguez*
Notary Public Signature

My commission expires:
YESENIA RODRIGUEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires **6/26/2016**



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/DD

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/ee_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: _____ Title: _____

Business Entity Name: JACOBS PROJECT MANAGEMENT Co. Phone: 312-251-3000

Business Entity Address: 525 West Monroe, Chicago IL 60661

_____ 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 4-30-13
Owner/Employee's Signature

Subscribe and sworn before me this 30th Day of April, 2013

a Notary Public in and for Middlesex County

[Signature]
(Signature)

YESENIA RODRIGUEZ
NOTARY PUBLIC NEW JERSEY
My Commission expires My Commission Expires 2-26/2016

NOTARY PUBLIC
SEAL

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: JACOBS PROJECT MANAGEMENT Co.

BUSINESS ADDRESS: 525 WEST MONROE
CHICAGO IL 60661

BUSINESS TELEPHONE: 312-251-8000 FAX NUMBER: 312-384-6369

CONTACT PERSON: JIM McLEAN

FEIN: 35-2321289 *IL CORPORATE FILE NUMBER: 65904365

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: UNFILLED VICE PRESIDENT: SEE ATTACHMENT B

SECRETARY: MICHAEL UROVIC TREASURER: JOHN PROSSER, JR.

**SIGNATURE OF PRESIDENT: ^{VICE} [Signature] VP-JPMCO

ATTEST: SEE ATTACHED CERTIFICATE OF AUTHORITY (CORPORATE SECRETARY)

Subscribed and sworn to before me this
30th day of April, 2013.

x [Signature]
Notary Public Signature

My commission expires: YESENIA RODRIGUEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/26/2016

* 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.

Attachment A

Ownership Disclosure

Jacobs Engineering Group Inc. ("JEG") is New York Stock Exchange listed company, with common stock registered with the U.S. Securities and Exchange Commission (the "SEC"). To JEG's knowledge, based solely on the most recent Schedule 13G filings made with the SEC, only the following persons and their respective affiliates own more than 5% of JEG common stock: (1) The Vanguard Group Inc. indicated in its Schedule 13G/A that it beneficially owned 5.81% of JEG common stock; (2) BlackRock, Inc. indicated in its Schedule 13G/A that it beneficially owned 5.58% of JEG common stock; (3) FMR LLC indicated in its Schedule 13G/A that it beneficially owned 6.555% of JEG common stock; and, (4) Artisan Partners Holdings LP indicated in its Schedule 13G that it beneficially owned 5.5% of JEG common stock.

Attachment B

Signature by a Corporation

Disclosure of Vice Presidents:

Doug Hyde
David Syphard
Scott McCallister
Ed Pogreba
John Fisher
Doug Titzer
Issam Khalaf
Jim McClean
Doug Mouton
Anthony Ferruccio

**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: JACOBS PROJECT MANAGEMENT Co.

BUSINESS ADDRESS: 525 WEST MONROE
CHICAGO IL 60661

BUSINESS TELEPHONE: 312-251-3000 FAX NUMBER: 312-384-6369

CONTACT PERSON: JIM McLEAN

FEIN: 35-2321289 *IL CORPORATE FILE NUMBER: 65904365

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: UNFILED VICE PRESIDENT: SEE ATTACHMENT B

SECRETARY: MICHAEL UROVIC TREASURER: JOHN PROSSER, JR.

**SIGNATURE OF PRESIDENT: *Jim McLean* ^{VICE} VP-JPMCO

ATTEST: SEE ATTACHED CERTIFICATE OF AUTHORITY (CORPORATE SECRETARY)

Subscribed and sworn to before me this
30th day of April, 2013.

X *Yesenia Rodriguez*
Notary Public Signature

My commission expires: **YESENIA RODRIGUEZ**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/26/2016

* 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.

CERTIFICATE OF AUTHORITY

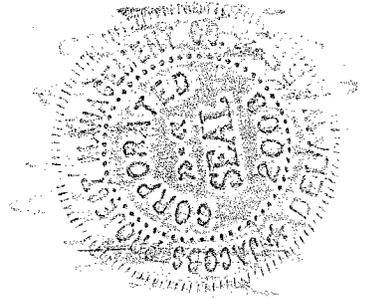
I, Michael Udovic, do hereby certify that I am the Secretary of Jacobs Project Management Co., a corporation duly organized under the laws of the State of Delaware, in the United States of America (the "Company"). I do further certify that Anthony Ferrucio is a Vice President of the Company and is duly authorized by the By-Laws, Certificate of Incorporation, general resolutions or other authority of the Company to execute and deliver for and on behalf of the Company, the contract known as Professional Construction Management Administrative Services, for Cook County Department of Corrections Campus, South Campus Buildings 3 and 4, Security Post Construction Upgrades, Guaranteed Energy Performance Contract at DOC and JTDC, Cook County Document No. 13-88-067. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the Corporate Seal of the Company on this 30th day of April 2013.



Michael Udovic
Secretary

SEAL



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 22 DAY OF May, 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

13-88-067

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 1,117,777.00
(DOLLARS AND CENTS)

FUND(S) CHARGEABLE: 72026030.585140.4111

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 08 2013

APPROVED AS TO FORM:



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

COM _____