

CONTRACT FOR PROFESSIONAL SERVICES
COOK COUNTY DOCUMENT NO. 1355-12843



PROFESSIONAL CONSTRUCTION MANAGEMENT ADMINISTRATION SERVICES

FOR

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT RELOCATION PROJECT AT
OAK FOREST HOSPITAL

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

RUBINOS & MESIA ENGINEERS, INC.

BOARD OF COMMISSIONERS
COUNTY OF COOK, IL
TONI PRECKWINKLE, PRESIDENT

**COOK COUNTY CONTRACT DOCUMENT NO. 1355-12843
PROFESSIONAL CONTRACT MANAGEMENT ADMINISTRATION SERVICES
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APPENDICES

(The County reserves the right to modify the content and order of the Appendices noted below)

EXHIBIT A:	AUTHORIZATION LETTER (IF APPLICABLE))
EXHIBIT B:	DESCRIPTION OF PROJECT, SCOPE OF SERVICES and COPY OF ADDENDUM
EXHIBIT C.1:	KEY PERSONNEL
EXHIBIT C.2:	SUBCONTRACTS (ALL)
EXHIBIT D:	MBE & WBE COMPLIANCE PLAN
EXHIBIT E:	PROJECT SCHEDULE
EXHIBIT F:	SPECIAL PROVISIONS OF THE CONTRACT (IF APPLICABLE)
EXHIBIT G.1:	FEE PROPOSAL
EXHIBIT G.2:	COST LOADED SCHEDULE (IF APPLICABLE)
EXHIBIT H:	INSURANCE CERTIFICATE & ECONOMIC DISCLOSURE STATEMENTS

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF COOK, ILLINOIS
AND THE CONSTRUCTION MANAGEMENT ADMINISTRATOR**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Rubinos and Mesia Engineers, Inc., doing business as a Corporation in the State of Illinois, hereinafter referred to as "Construction Management Administrator" or "CMA", pursuant to authorization by the Cook County Board of Commissioners on the _____ day of _____, 2013.

The County and the Construction Management Administrator agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CONSTRUCTION MANAGEMENT ADMINISTRATOR'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 CMA for architectural/engineering services as herein stated in connection with the Project, together with the following Appendices and attachments incorporated herein by this reference: Exhibit A, County Authorization Letter, if required; Exhibit B, Description of Project and Project-Specific Scope of Work; Exhibit C.1, Key Personnel; Exhibit C.2 Subconsultants, all); Exhibit D, MBE Compliance; Exhibit E, Project Schedule; Exhibit F, Special Provisions of the Contract; Exhibit G.1, Fee Proposal; G.2, Cost Loaded Schedule; Exhibit H, Economic Disclosure Statements, 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 County's Chief Procurement Officer and any representative authorized to act on his or her behalf, whose duties and responsibilities are more particularly described in Chapter 34, Article IV of the Cook County Code.
- 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 CMA'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.
- 1.1.16 **"Design Development Phase"** means the stage of Basic Services during which the Schematic Design Documents are further developed and detailed, 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 AOR, verified by the CMA and approved by the County. Final Completion will not be deemed to have occurred until the date for all bid packages (if more than one is included in a Project) upon which CMA certifies in writing that all aspects of the Project are complete and delivered, including all Project Closeout Items as defined in Section 1.1.23, punch list items and corrective work, all Warranty Materials have been delivered, the Contractor's final payment application has been approved by the County and the CMA, the AOR and the County accepts the Project and issues as written letter of final acceptance. In the event the Project includes more than one (1) bid package, Post Construction services to be provided by the CMA 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 ***This definition intentionally deleted.***
- 1.1.20 ***This definition intentionally deleted.***
- 1.1.21 **"Project"** means the construction, furnishing and equipping of the facility and ancillary improvements as more fully defined and described in Exhibit B.
- 1.1.22 **"Project Closeout"** means a certificate of Final Completion has been issued by the CMA, or the CMA if applicable, and all documentation required of the Contractor or the CMA has been provided to the County as required by their respective contracts.

- 1.1.23** *"Project Closeout Items"* means, but is not limited to, all the following items, which are to be provided by the Contractor to the CMA 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.
- 1.1.24** *"Project Director"* means a representative designated by the Director of Capital Planning and Policy.
- 1.1.25** *"Project Documents"* is defined in Section 1.5.10.
- 1.1.26** *"Proposal Request" or "PR"* 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.
- 1.1.27** *"Responsibility Matrix"* means a schedule which addresses and identifies all active roles for key individuals involved in the Project.
- 1.1.28** *"Schedule" or "Construction Schedule"* means a Critical Path Method of scheduling of all Project activities and Milestones prepared by the Contractor.
- 1.1.29** *This definition intentionally deleted.*
- 1.1.30** *This definition intentionally deleted..*
- 1.1.31** *"Services"* will mean the Basic Services, Additional Services and any other services to be provided by the CMA under this Agreement.
- 1.1.32** *"Set"* means a full complement of documents consisting of Volume I (Instructions to Bidders; General Conditions; Special Conditions; Miscellaneous and Execution Forms), Volume II (Specifications) and any subsequent Volumes developed for specifications and all associated drawings.
- 1.1.33** *Standard of Care"* will have the meaning set forth in Section 1.5.1.
- 1.1.34** *"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.
- 1.1.35** *"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.
- 1.1.36** *"Subconsultant"* means any person or entity with whom CMA contracts to provide any part of the Services, including Subconsultants and Subconsultants of any tier, suppliers and materials providers, whether or not in privity with CMA.
- 1.1.37** *"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, in coordination with the AOR issue a Certificate of Substantial Completion setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.

1.1.38 **"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.

1.1.39 **"Warranty Materials"** means the documentation to be gathered, placed in binders and turned over to the CMA 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.

1.1.40 **"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 Chief Procurement Officer approves the Agreement. CMA will begin the Services on the day the Notice to Proceed is issued to the CMA by the Office of Capital Planning and Policy. The term of this Agreement shall continue until Final Completion of the Project.

1.3 GENERAL DESCRIPTION OF DUTIES

The CMA 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 CMA 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

Exhibit B sets forth a Project-specific scope of services with additional detail as to the Services. **Exhibit 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 **Exhibit B**, CMA will be obligated to provide the service or task. If a service or task is described in **Exhibit B** and not in this Professional Services Agreement, CMA will be obligated to perform the service or task. In the event of a conflict between the terms set forth in this Professional Services Agreement and specific tasks described in **Exhibit B**, CMA will perform the service or task in the manner most beneficial to the County, as determined by the Project Director.

1.5 CONSTRUCTION MANAGEMENT ADMINISTRATOR'S GENERAL AGREEMENTS

1.5.1 **Standard of Care.** The CMA 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 CMA will be responsible for all services performed by its Subconsultants, agents and employees hired, retained or engaged by the CMA. CMA represents covenants and agrees that CMA will cause all of its Subconsultants to conform to the Standard of Care. As to Subconsultants 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 subconsultant 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 CMA 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 Government and Other Standards, Conflicts.** In the event of a conflict between any applicable Government and Other Standards, the CMA 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 CMA will certify to the County and to such other parties as the County may reasonably request, that on the basis of the CMA'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 30, Section 30-950 through 30-955). The CMA 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. CMA 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.** The CMA 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 as agreed upon in consultation with the AOR.
- 1.5.6 Cooperation with the County and Other Consultants.** The CMA covenants and agrees to cooperate, and to cause its Subconsultants to cooperate, with the County and with all consultants and contractors who may be retained by the County in conjunction with this Project.
- 1.5.7 Qualified Staff; Sufficient Personnel.** The CMA 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 CMA has provided to the County a list of individuals whom it will use on the Project, a copy of which is attached as **Exhibit C.1 ("Key Personnel")**. The CMA will set forth on **Exhibit C.1** a description, in reasonable detail, of the assignment, current hourly rate, qualifications, disciplines, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. **Exhibit C.1** will also identify those Key Personnel who are employees or principals of Subconsultants identified pursuant to Section 1.5.9 below, setting forth the same information as required of its own employees and identifying the Subconsultants with which such individual is affiliated. The CMA 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 CMA will promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual will be acceptable to the County and will thereafter be subject, as one of the Key Personnel, to the provisions of this Section 1.5.8. The County may, at any time, give written notice to the CMA requesting the removal of any of the Key Personnel or any of the CMA's other assigned personnel from the Project. Upon receipt of such notice, the CMA 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 CMA proposes to enter into subcontracts with the Subconsultants it has identified in **Exhibit C.2** for services to be provided pursuant to this Agreement. No other Subconsultants may be retained by the CMA without prior notice to and prior acceptance by the County and no change in any of the Key Personnel identified in attached **Exhibit C.2** affiliated with the Subconsultants therein identified or other Subconsultants hereafter accepted will be made without prior written notice to and prior acceptance by the County. The CMA 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 **Exhibit C.2** 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 Subconsultants. The Chief Procurement Officer shall have the right to disapprove any Subconsultants. 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 CMA and its employees.
- 1.5.10 Project Documents, Ownership.** prepared by the CMA including 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 by the CMA its subcontractors, agents and employees pursuant to this Agreement shall, upon the preparation thereof and at all times and in all events thereafter, be the property of the County; For the purposes hereof, this Agreement constitutes a Bill of Sale from the CMA and all of its subconsultants in favor of the County for the Project Documents. The CMA, 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 CMA, 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 CMA, nor the County's acceptance or approval of the CMA's work, will (i) be construed as a release or waiver of the CMA; or (ii) excuse the CMA 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 CMA in any judicial, administrative or other proceeding arising out of or in connection with this Agreement.
- 1.5.12 Defense of Claims.** The CMA will cooperate with the County and provide all such professional services of the CMA 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 CMA. . If it is determined that any such claim arose out of negligent errors or omissions or wrongful acts of the CMA or any of its subCMAs, such services will be without additional compensation to the CMA, its employees, agents and Subconsultants. These provisions are in addition to the requirements for indemnification described in Section 5.1.
- 1.5.13 Time Limitations.** The CMA acknowledges that it is familiar with the time limitations and requirements as they pertain to the Project. The CMA agrees to perform all of its services and obligations under this Agreement in a timely manner. CMA will provide the Services and provide Deliverables within the term and within the time limits required under this Agreement. Furthermore, CMA acknowledges that TIME IS OF THE ESSENCE and that the failure of CMA to comply with the time limits described in this Section may result in economic or other losses to the County. Neither CMA nor CMA's agents, employees or Subconsultants are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by CMA by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.
- 1.5.14 CMA's Work Restrictions.** The CMA is expressly prohibited and restricted from serving as a general

contractor or subconsultant in any other aspect of the Project, including but not limited to serving as a construction manager for the General Contractor or AOR for the Project.

- 1.5.15 CMA's Promotional Materials.** The CMA will not include representations of the design of the Project in the CMA'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 CMA's materials will not include the County's confidential or proprietary information.
- 1.5.16 Conflict Of Interest.** The CMA covenants that it, and to the best of its knowledge its Subconsultants, presently have no interest and will not acquire any interest, direct or indirect, in any project which would conflict in any manner or degree with the performance of its services hereunder. The CMA further covenants that in the performance of this Agreement no person having any such interest will be employed. The CMA agrees to inform the County on a timely basis of all of the CMA's interests, if any, which are or which the CMA reasonably believes may be incompatible with any interest of the County. The CMA 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 Subconsultants in advance of official announcement. The CMA agrees to familiarize itself with County rules and regulations and inform its employees of all County policies respecting contraband and other matters. No officer, agent or employee of the County is employed by CMA or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the County's Ethics Ordinance. No payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subconsultants to the CMA or anyone associated with them, as an inducement for the award of a subcontract or order. No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- 1.5.17 Confidentiality.** The CMA 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 CMA in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the CMA's performance of services hereunder, or under compulsion of law. In the event the CMA 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 CMA 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 CMA 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 CMA's related business entities who have a need to know and who agree in advance not to make further disclosure. The CMA 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 CMA'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 CMA will be furnished to the County without charge. During the performance of the Contract CMA shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be

restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

- 1.5.18 Compliance with Laws.** The CMA will observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the CMA's employees, agents and Subconsultants will be the responsibility of the CMA. The CMA shall also cooperate with any investigation by the Cook County Independent Inspector General as provided in Section 2-281 *et.seq.* of the Cook County Codes. The CMA shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.
- 1.5.19 Lobbyist Ordinance and Use of federal funds.** The CMA will take notice of the County Lobbyist Registration Ordinance and will comply with all the provisions therein. The CMA 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 CMA is doing business or proposing to do business, in accomplishing the services under this Agreement. If any federal funds are to be used to compensate or reimburse CMA under this Agreement, CMA represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, CMA will execute a Certification Regarding Lobbying, which will be provided by the County.
- 1.5.20 Accident Reports.** The Chief Procurement Officer will be given written immediately upon CMA's receipt of notice of any occurrence, on the site or otherwise, which pertains in any way to this Agreement and involves the CMA's own personnel, or those of any of its Subconsultants 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 CMA 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 CMA 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 CMA will confine the operations of its employees, agents and Subconsultants 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 Subconsultants of the CMA 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 CMA will not load or permit any part of the structure to be loaded with weight that will endanger the structure's safety. The County reserves the right to prohibit any person from entering any County facility for any reason.
- 1.5.22 Cook County Living Wage Ordinance.** To the extent applicable, CMA shall comply with, and shall require its Subcontractors to comply with Section 34-160 of the Cook County Codes which requires contractors using full-time non County employees providing services or labor to pay not less than the "Living Wage" to such employees, unless such wages are governed by federal or State law, the contractor is a not for profit organization, or the contract is funded with federal grants or loans. The current "Living Wage" is posted and available as described in Section 34-160.

ARTICLE 2
BASIC SERVICES

2 BASIC SERVICES

The CMA'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 CMA will assemble and maintain such Project Documents in good order, at the office of the CMA as designated and located by the County and the County will have full access to same. The CMA will be responsible for the restoration or replacement of same in the event of any loss or damage. At the conclusion of the CMA's performance of this Agreement, the CMA will transmit such Project Documents to the County at a place designated by the County. The CMA shall also provide a copy of all its documents in PDF format.

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

2.1.1.3 Submittals/Deliverables. Any and all document submissions/deliverables required to be produced by the CMA pursuant to this Agreement shall be delivered to the **Project Director** or such individuals as designated by the Project Director. The CMA shall, as a part of its Basic Services and not as Reimbursable Expenses, submit three (3) 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 shall submit three (3) 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 three (3) hard copies of submissions/deliverables described in this Section 2.1.1.3 are requested by the County, then only such additional copies shall 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 shall, in accordance with Section 4.1, be responsible for notifying the CMA 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 shall be effective upon receipt of written notice thereof from the County to the CMA.

2.1.2 Cost Loaded Schedule. The CMA will, within 14 days after the Effective Date, prepare and submit to the County for its review and acceptance the **Cost Loaded Schedule**. The CMA 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 CMA will prepare monthly progress reports which relate to the complete Project status. The monthly progress reports will include such records and information are requested by the County, but will include, as a minimum, the following: (a) executive summary; (b) updated site plan and photos; (c) the most recently accepted Schedule for the Project; (d) status of compliance with Government and Other Standards; (e) activities completed since the last report; (f) items pending since the last report (g) projected progress; (h) outstanding decisions required from others; (i) change order summary; (j) a lien claim summary; (k) a list of known defects and status of corrections taken; (l) a list of any known problems that may have a material, adverse impact on

the design, construction or cost of the Project; and (m) and all matters of which the CMA 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 CMA determine that the Project cannot be accomplished within the Budget approved by the County, the CMA 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 CMA, so that the Project scope in relation to Budget can be reviewed and modified as necessary at the direction of the County.
- 2.1.5 Coordination with Other Professionals.** The CMA 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 CMA.
- 2.1.6 Presentations.** The CMA 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 CMA review with the AOR any phasing plans developed during construction of the project and will advise the County concerning the advisability and feasibility of their timeliness.
- 2.1.8 Checklist of Government and Other Standards.** The CMA will review the checklist of all governmental agencies having statutory or regulatory authority over the Project as developed by the AOR and assure that requirements and agencies having jurisdiction over the Project and affecting approvals for the occupancy of the project are comprehensive. The CMA will submit to the County its opinion of the completeness of the checklist and recommendations, if any, required to remedy any deficiencies in the checklist.
- 2.1.9 Reporting of Permit Progress.** The CMA will monitor the progress of any Contractors obtaining permits for the project and report on same to the County every seven (7) days during the permit process.
- 2.1.10 Permit Approvals.** The CMA will cause to be transmitted to the County, copies of all permits obtained by Contractors for the Work.
- 2.1.11 Reporting of Permit Progress.** The CMA will monitor the progress of any Contractors obtaining permits for the project and report on same to the County every seven (7) days during the permit process.
- 2.1.12 Schedules.** The CMA will, once a month, review all schedules developed by the AOR related to various bid packages required for the project and assess the coordination logistics to assure the project is completed on time. The review of schedule will identify key Project Milestones, durations and completion dates. The CMA will notify the County of the acceptability of the schedule or of any adjustments it recommends in the schedule and milestones as required to meet completion dates.
- 2.1.13 Notification of Milestones.** Seven (7) days prior to each Milestone within the Schedule or the Time Schedule, the CMA will notify the County of the CMA's opinion, based upon information available at the time, whether such Milestone will be met and if CMA 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.
- 2.2 CONSTRUCTION MANAGEMENT ADMINISTRATION SERVICES**
- 2.2.1 General Requirements and Provisions.** The CMA shall provide construction management administration of the Project and Contract Documents. The CMA shall provide comprehensive construction oversight and 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.

- 2.2.1.1** *Duration of Construction Phase Services.* The CMA's responsibility to provide Basic Services for the Construction Phase, under this Agreement, commences with the Notice to Proceed and terminates upon the proper issuance to the County of a final certificate of payment for the Project and the completion of all 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 CMA's responsibility as enumerated in this paragraph extends to each separate bid package.
- 2.2.1.2** *Advice during Construction Phase.* The CMA shall 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 CMA shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.2.1.3** *Monitoring of Progress and Performance.* The CMA shall monitor the progress and performance of the Contractor on a daily basis. The CMA shall 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.
- 2.2.1.4** *Communication through CMA.* 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 and Architect of Record shall endeavor to communicate through the CMA on matters related to the Project. Communications by and with the CMA's subcontractors shall be through the CMA.
- 2.2.1.5** *Construction Progress Meetings.* The CMA shall attend construction progress meetings not less than once per week during the Construction Phase to discuss and facilitate progress, problems and scheduling of the construction phase of the Project. The CMA shall review all minutes of the meetings provided by the Contractor and comment on same during the comment period. Times, dates and locations of meetings are subject to approval by the County.
- 2.2.1.6** *Limitation of CMA's Responsibilities; Contractor's Work.* The CMA shall not have control over or charge of and shall 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 CMA shall 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 shall be interpreted to confer upon the CMA 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.
- 2.2.1.7** *Access to Work.* The CMA shall at all reasonable times have access to the Work wherever it is in progress.
- 2.2.2** *On-Site Construction Observation.* The CMA shall provide full time (minimum 40 hours per week) 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.
- 2.2.2.1** *General Conformance with Contract Documents.* The CMA shall 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 shall notify the County promptly of any deficiencies observed in Contractor's Work.

- 2.2.2.2 Specialized Site Observations.** The CMA shall 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 CMA's participation in the Project. On-site observation shall consist of visual observations of materials, equipment and construction. Such on-site observation shall not be relied upon by others as acceptance of the Work, nor shall it be construed to relieve the Contractor in any way from its obligations and responsibilities under the Contract Documents.
- 2.2.2.3 Advice as to Observable Defects.** On the basis of such on-site observation, the CMA shall keep the County informed of the progress and quality of the Work and shall endeavor to guard County against observable defects and deficiencies in the Work and variances from the Contract Documents and Government and Other Standards, and shall 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 CMA's obligation to "promptly" report defects, deficiencies, variances and other matters is intended to require the CMA to notify the County at such time as the CMA 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 CMA acknowledges that early discovery of such defects, deficiencies, variances and other matters are important in avoiding rework and additional costs.
- 2.2.2.4 Field Reports.** The CMA will prepare daily field reports and submit them under their letterhead once a week in PDF format with a brief summary and cross references as may be required. Field reports will submitted no later than the Tuesday following the previous week's end. The CMA will submit the reports to the County, with a copy to the Architect of Record and the Contractor.
- 2.2.3 Reporting and Documentation Requirements.** In addition to the all other reports required under this Agreement, the Consultant shall 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.
- 2.2.3.1 Updates of Statement of Construction Costs.** The CMA will update the *Statement of Construction Cost* once a week, incorporating changes accepted by the County as they arise, and submit to the County the updated Statement of Construction Costs within seven (7) days of the update. The CMA will include a copy of the most recent update in its Monthly Progress Report.
- 2.2.3.2 Cash Flow Reports.** The CMA will be be responsible for developing and updating cash flow reports and forecasts on a quarterly basis and for submitting such reports of forecasts within seven (7) days after the end of each quarter. Such cash flow reports shall identify variance between actual and budgeted cash flow and costs of the Project. The CMA shall promptly advise the County whenever the CMA is in possession of information indicating that the actual Project costs exceeds the Statement of Construction Cost. The CMA shall submit a cash flow report identifying the variance between actual and budgeted cash flow costs of the Project.
- 2.2.3.3 Cost Accounting Records.** The CMA shall 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.
- 2.2.3.4 Review and Certification of Contractor's Payment Applications.** The CMA shall 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 observations of the construction work in progress and any other information it has, the CMA shall verify that the payment application and the written certificate provided by the Architect of Record to the County is accurate. The verification shall indicate: (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 CMA; (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 CMA recommends payment. The CMA will submit the Contractor's Payment Applications to the County with its letterhead stating verification of items a through d noted in this Section 2.2.3.4.

2.2.3.5 *Special Reports.* Where special requests for reports are made by the County, the CMA shall submit within seven (7) 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 and other related information as requested by the County. Where such request is noted as critical by the County the CMA will submit the report within three (3) days of the County's request.

2.2.3.6 *Written Interpretations of Contract Documents and Responses to RFIs.* The CMA shall issue written interpretations of the Contract Documents as may be required should a dispute arise between the Contractor and the Architect of Record or the County. The CMA will consult with the County when necessary prior to issuing interpretations of the Contract Documents. The CMA will keep a log of disputes, their open and close dates and their resolution. The CMA will monitor all requests for information ("RFIs") issued by the AOR or the County, their open and close dates, individuals responsible for resolution and the responses. The update RFI log will be included in the CMA's monthly report. The CMA will monitor and verify the Contractor's RFI log to verify the requests, open and close dates and responses and shall make recommendations as may be appropriate to facilitate a response for the execution and progress of the Work and on all matters or questions related thereto. Any directive affecting construction costs and/or schedule shall only be issued by the County.

2.2.4 Other CMA Oversight and Assistance.

2.2.4.1 *Review of Inspections, Testing, Systems, and Equipment.* The CMA shall review the Contractor's inspection and testing of utilities, operational systems and equipment for readiness and shall monitor the initial start-up and testing of such systems and equipment. The CMA shall compile reports summarizing the results of the Contractor's inspection and testing and not any special issues that may be detrimental to the work. The CMA shall submit the reports to the County within seven (7) days of such observation. The CMA will notify the County immediately when inspections and testing do not conform to industry standards or will otherwise compromise the integrity of the Project.

2.2.4.2 *Coordination of Reviews and Inspections.* The CMA shall assist the County, the Contractor and Architect of Record 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.

2.2.4.3 *Evaluation of Substitutions.* The CMA shall assist the AOR in evaluating substitutions proposed by the Contractor after issuance of Contract Documents and verify that subsequent revisions are made to drawings, specifications and other Project Documents resulting there from.

2.2.4.4 *Review Of Contractor's Documentation of Work.* During the course of construction, the CMA shall consult with the Contractor and Architect of Record 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 shall forward such documents to the County upon its request, with appropriate

recommendations, for the County's review and records.

2.2.5 Disputes; Non-Conforming Work.

2.2.5.1 Authority to Reject Nonconforming Work. The CMA shall have no authority to reject Work, except as otherwise provided herein. If the CMA determines that the Work of the Contractor does not conform to the Contract Documents, the CMA shall promptly notify the Architect of Record (AOR) and the County, in writing, of such nonconforming Work and shall 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 CMA shall assure that the County's directive to reject such Work is executed by the Architect of Record and the Contractor. Whenever the CMA considers it necessary or advisable to comply with the intent of the Contract Documents, the CMA shall recommend to the County and Architect of Record, in writing, when additional inspection or testing of the Work should be conducted, whether or not such Work is fabricated, installed or completed. Where such nonconforming work is noted by the AOR, the CMA shall consult with and review the AOR's recommendations and note their agreement, concerns, or alternate recommendations prior to transmitting it to the County.

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

2.2.6 Revisions, Change Orders.

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

2.2.6.2 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 CMA shall evaluate the proposal to determine its impact on the Project and, within five (5) working days after receipt of the County's notice, shall provide a written response to the County that: (a) the proposal will not have an adverse impact on the Project and increase the project costs and should be accepted; (b) the proposal will have an adverse impact on the Project and the reasons for such ; (c) additional information is needed to determine the impact of the proposal on the Project and why such information is required; or (d) additional study is needed to determine the impact of the proposal on the Project and why such study is needed.

2.2.6.3 Need for Additional Information. If the CMA's response notes a need for additional information or study, the response shall include a description of the information or studies required. The CMA

shall, 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 CMA objects to the proposal then, at the County's option, the Contract Documents shall be modified in accordance with Article 3 in a manner recommended by the CMA and approved by the County. The County is under no obligation to accept recommendations.

2.2.6.4 *Review and Negotiation of Contractor Initiated Change Orders.* In conjunction with the Architect of Record, the CMA will review all potential change order items (PCI or PCO) issued by the Contractor for validity. The CMA will provide cost estimating services to determine if charges or credits, if any, associated with the PCI are reasonable and within industry standards. If the cost of any Change Order appears too high or a credit too low, the CMA will negotiate, with the assistance of the Architect of Record, the cost/credit with the Contractor. Within five (5) days of the receipt of the PCI, the CMA will make a recommendation to the County to accept or reject the change order and provide the reason for such action.

2.2.6.5 *Review and Negotiation of County or AOR Initiated Change Orders.* For County or Architect of Record initiated Change Orders the CMA will issue a Proposal Request (PR) or Construction Change Directive (CCD) to the Contractor. In conjunction with the Architect of Record, the CMA will review proposal responses issued by the Contractor for validity. The CMA will provide cost estimating services to determine if charges or credits, if any, associated with the PCI are reasonable and within industry standards. If the cost of any proposal response appears too high or a credit too low, the CMA will negotiate, with the assistance of the Architect of Record, the cost/credit with the Contractor. Within five (5) days of the receipt of the Contractor's proposal response, the CMA will make a recommendation to the County to accept or reject the proposal and provide the reason for such action.

2.2.6.6 *Preparation of Change Orders.* The CMA will obtain all supporting documentation and data from the Contractor and the Architect of Record and prepare change order packages in conformance with County guidelines for the County's approval and execution in accordance with the Contract Documents. With the approval of the County the CMA will issue notices regarding Change Orders. For multiple changes resulting in a cost/credit that are to be bundled into one Change Order, the CMA will obtain a letter of agreement for the final negotiated amount from the Contractor for each item.

2.2.6.7 *Preparation of Change Orders and Change*

2.2.6.8 *Change Order Logs.* The CMA will maintain Change Order Logs including the following minimum information: Date PCI issued, Date received by CMA, Description of Change, Reason for Change, Amount, CMA initial recommendation regarding amount, Final negotiated amount and the date of resolution. The log will be kept in an electronic format that will enable the CMA to produce reports that sort the change order items by type, cost or other date.

2.2.6.9 *Errors & Omissions Logs.* The CMA will document and maintain a log itemizing changes resulting in additional costs to the Contract for Work that are required due to errors and omissions on the part of the Architect of Record. The CMA will review this log once a month with the County. The log will include explanations of why the item is considered an error or omission.

2.2.7 Substantial and Final Completion.

2.2.7.1 *Substantial Completion Oversight.* The CMA will be responsible for oversight and coordination of all activities required for Substantial Completion including meetings and document reviews. The CMA will, at least 2 months prior to the target Substantial Completion date, and with the assistance of the County and the Architect of Record compile a check list of items required to be completed by the Owner, the Architect of Record and the Contractor for Substantial Completion to occur.

- 2.2.7.2** *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 CMA shall perform its responsibilities of inspecting, determining if Substantial Completion has occurred, preparing a punch list, certifying as to Substantial Completion, and performing post-Substantial Completion inspections, as many times as necessary given the number of phases.
- 2.2.7.3** *Punch lists and Inspections required for Substantial Completion:* The CMA will coordinate, attend inspections and participate in the development of punch lists with the Contractor, to be submitted with the recommendation for Substantial Completion; review the Contractor's progress in completion of the Punch List items at least twice a week; and submit a Punch List report to the Architect of Record and the County once a week until Final Completion.
- 2.2.7.4** *Receipt and Review of Required Documentation Required for Substantial Completion.* As part of the process of certifying Substantial Completion, the CMA will, with the assistance of the Architect of Record, review for compliance all submittals required by the Contract Documents for Substantial Completion.. The CMA will review all records, as-built drawings, test certifications, systems testing and approvals, certificates of occupancy and all related documents assembled by the Contractor for completeness and conformance to the Contract Documents. Upon approval by the County, the CMA shall, transmit the documentation to all individual(s) designated by the County.
- 2.2.7.5** *Issuance of a Certificate of Substantial Completion.* The CMA will not recommend the issuance a certificate of Substantial Completion until the Contractor has met all requirements of the Contract Documents.. The CMA shall promptly notify the County if, in the CMA's judgment, any of the documents assembled by the Contractor or other tasks required fail to conform to the Contract Documents. Once it has been determined that the Contractor's documentation conforms to the Contract Documents, and all other required tasks are complete, the CMA shall recommend to the County that the project be accepted for Substantial Completion and upon the County's approval issue a Certificate of Substantial Completion, obtain all signatures required for execution and forward the executed copies to all individuals designated by the County.
- 2.2.7.6** *Final Completion Oversight and Inspections:* The CMA will be responsible for oversight and coordination of all activities required for Substantial Completion including meetings and document reviews and shall be present at all final inspections to verify completion of Punch List items required pursuant to the Contract for Work to determine the date of Final Completion under the terms of the Contract Documents. The CMA will, at least 1 month prior to the target Final Completion date, and with the assistance of the County and the Architect of Record compile a check list of items required to be completed by the Owner, the Architect of Record and the Contractor for Substantial Completion to occur
- 2.2.7.7** *Receipt and Review of Documentation required for Final Completion.* As part of the process of certifying Final Completion, the CMA will, with the assistance of the Architect of Record, secure and transmit to the County required guarantees, affidavits, releases, bonds and waivers. In addition, the CMA shall deliver all information that it obtains from the Contractor, including keys, manuals, record drawings and maintenance stocks. The CMA shall promptly notify the County if, in the CMA's judgment, any of the documents or items assembled by the Contractor fails to conform to the Contract Documents. Once the CMA has certified that all required tasks for Final Completion are complete in accordance with the Contract Documents, the CMA shall recommend to the County that the project be accepted for Final Completion and forward with it's recommendation the Contractor's Final Payment Application.
- 2.2.7.8** *Punch List Corrective Work and Inspections required Pursuant to Final Completion..* Upon notice from the Contractor that all corrective work included on the punch list is complete, the CMA will review punch list work completed by the Contractor for Final Completion The CMA will coordinate

an inspections for Final Completion, review whether all Work performed by the Contractor is in accordance with the requirements of the Contract Documents, and prepare a statement as to the Contractor's completion of corrective Work.

2.2.7.9 Contractor's Final Payment Certification: The CMA shall 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. The CMA will schedule and attend all Project close-out meetings required for Final Completion of the Project.

2.2.7.10 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.

2.3 POST CLOSE OUT SERVICES

2.3.1 COMMENCEMENT

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

2.3.2 CLOSE OUT MEETINGS

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

2.3.3 SERVICES FOLLOWING PROJECT CLOSEOUT

For a period of **three (3) months** following the date of Final Completion, the CMA shall make its 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 CMA shall 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 CMA shall 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 **Exhibit B**. The CMA 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 CMA 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 CMA 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 CMA 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 CMA 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 2.2.2 and Exhibit B is required, the CMA 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 CMA. The duties, responsibilities and limitations of authority of Project representatives will be as agreed by the County and CMA.

Through the observations by such Project representatives, the CMA 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 CMA as described in this Agreement.

3.6 PROFESSIONAL OR CONTRACTOR DEFAULT

When requested by the County, the CMA 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 CMA 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 CMA will provide services after the CMA 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 CMA 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 CMA. The County will cooperate with the CMA in order to enable the CMA to perform its work hereunder and will direct its employees, agents, Contractors and CMAs to reasonably cooperate with the CMA.

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

- 4.1.3 Faults; Defects.** The County will promptly advise the CMA 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 CMA 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 CMA'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 ten percent (10%) of the original cost of the Agreement 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 County's Board of Commissioners (the "Board").
 - (b) The concept of "cumulative" in paragraph "a" above, 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.
 - (c) Modifications or amendments which individually or cumulatively exceed \$150,000.00 are subject to the requirements of Section 11.19.
- 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 CMA which the County may find necessary or appropriate in connection with this Agreement, except where otherwise provided.
- 4.1.7 Approval or Acceptance of CMA's Work.** The County not obligated to authorize any work or accept advice, recommendations or directives of the CMA which knowingly increase the cost of the Project beyond the approved Budget.
- 4.1.8 Existing Information.** Upon the CMA 's request, the County shall direct the Architect of Record to furnish any available surveys in the County's possession describing physical characteristics, legal limitations, utility locations for the site of the Project , legal description of the site, design drawings, engineering calculations and construction documents that have been developed for 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 CMA or the CMA's CMAs 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 CMA 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 CMA 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 CMA 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 by giving 5 business days prior written notice to the CMA or informal or no notice in the case of an emergency. Any such notice may be given by the Director of Capital Planning and Policy. Where the County suspends the Project any work performed by the CMA during such suspension period will be at the CMA's sole risk and the County will not be responsible for any compensation or delay damages on account of such suspension period. The CMA agrees to keep such Key Personnel available during all suspension periods which do not exceed three (3) months. CMA will promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and CMA when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by CMA as a result of recommencing the Services will be treated in accordance with the compensation provisions under this Agreement. No suspension of this Agreement is permitted in the aggregate to exceed a period of 90 days within any one year of this Agreement. If the total number of days of suspension exceeds 90 days, CMA by written notice may treat the suspension as an early termination of this Agreement under Section 4.2.6.
- 4.2.5 Termination for Lack of Receipt of Necessary Approvals or Non-appropriation of Funds:** 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 CMA of services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the CMA will be full settlement for services rendered under this Agreement and CMA's sole remedy. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify CMA in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to CMA and any payment so made shall be in full settlement for services satisfactorily performed under the Agreement. No payments will be made or due to CMA and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.
- 4.2.6 Termination for Convenience.** The County may terminate this Agreement, terminate a portion of the CMA's services under this Agreement, or reduce the scope of the Project, the CMA's services or both, at any time by notice in writing from the County to the CMA, which notice may be given by the Director of Capital Planning and Policy, the County Board President, or their respective designee. The effective date of such termination will be the date stated in the notice. If the Agreement is terminated in full by the County, all services under this Agreement will cease and the CMA will restrict its activities to completing any reports, analyses or other tasks previously begun and as requested and approved by the County in the notice of termination. The County will not be liable to the CMA for any services provided after the date of termination that does not have the County's written approval. . No costs incurred after the effective date of the termination will be

allowed. The CMA will deliver to the County all finished or unfinished documents, data, studies and reports prepared by or on behalf of the CMA under this Agreement within 10 days after the date notice is considered received or upon the effective date for such termination given in the notice and these will be and become the property of the County Payment for the work performed before the effective date of such termination will be based upon services actually and satisfactorily rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the CMA will be full settlement for services rendered under this Agreement and CMA's sole remedy. If the County terminates a portion of the CMA's services under this Agreement or reduces the scope of the Project or the CMA's services, the County and CMA will negotiate in good faith a reduction in the CMA's compensation to reflect the value of the services performed and to be performed. No amount of compensation, however, is permitted for anticipated profits or on unperformed services. CMA will include in its contracts with Subconsultants a provision in form and substance equivalent to this termination provision to prevent claims against the County arising from termination of subcontracts in the event of a termination for convenience. CMA waives any claims against the County resulting from any Subconsultant's claims due to termination for convenience. If the County's election to terminate this Agreement for default under Sections 10.2.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be termination for convenience under this Section 4. 2.6..

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

The CMA agrees to pay and reimburse and defend, indemnify, keep and hold harmless the County, its commissioners, officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all liabilities of all kinds, including but not limited to, losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for injury, death or damage to any person or property, the CMA's failure to perform or cause to be performed its promises and obligations under this Agreement, including its obligations to any Subconsultants, the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and experts' fees and expenses at trial and on appeal and litigation expenses (collectively all such liabilities are referred to as "Losses"), arising out of or connected with: (a) the CMA's negligent performance or nonperformance of this Agreement; (b) any negligent or intentional misstatement contained in any representation made by the CMA in or pursuant to this Agreement; (c) any breach of any warranty made by the CMA in this Agreement or in any documents or certifications required by this Agreement; or (d) any negligent or otherwise wrongful errors, omissions or acts of the CMA, its Subconsultants, agents or employees; or injuries or death of any employee of CMA or any Subconsultants under any worker's compensation statute. The CMA 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. At the option of the County, CMA will defend all suits related to Losses and which involve the County and will pay the expenses and costs incidental to them, but the County has the right, at its option, to participate at its cost in defense of any suit, without relieving the CMA of any of its obligations under this Agreement. Any settlement will be made only with the prior written consent of the County, if the settlement requires any action on the part of the County. To the extent permissible by law, CMA waives any limits to its obligations to defend, indemnify, hold harmless or contribute any sums due under any Losses, including any claims by any employee of CMA that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et. seq. or any other related law or judicial decisions (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)). The County, however, does not waive any limitations it may have on its liability under the Illinois Workers

Compensation Act, the Illinois Pension Code, or any other statute or judicial decision. The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during CMA's performance of Services beyond the term.

5.1.1 COPYRIGHT OWNERSHIP; HARDWARE AND SOFTWARE LICENSING

The CMA and the County agree that, to the extent permitted by law, the Project Documents and other deliverables produced ("Deliverables") by CMA at the County's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of the copyright laws of the United States and the County will be the sole owner of such documents, including all components and elements in which copyrights can subsist and of all rights to apply for copyright registration or to prosecute any claims for infringement. To the extent any such Deliverables do not qualify as a "work made for hire", CMA hereby irrevocably grants, assigns and transfers all rights title and interest in such Deliverables to the County. To the extent any Deliverables involve the use of software or materials which are proprietary to the CMA, CMA grants the County a perpetual license to use such software or proprietary materials in connection with the Project. If any equipment, hardware or software is used by the Consultant in the performance of its services and any injunction is entered restraining the CMA, 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 CMA will, at its expense without reimbursement from or compensation by the County, promptly provide or otherwise secure for the County, at the CMA'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.

5.2 INSURANCE REQUIREMENTS

The CMA will purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure the CMA 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:

- 5.2.1 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.
- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 Valuable Papers Insurance** in an amount not less than \$500,000 to cover any loss occasioned by fire, theft or any other cause.
- 5.2.5 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.

5.3 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 CMA will be responsible for payment of all policy deductibles.

5.4 WAIVER OF CLAIMS

The County and the CMA waive all rights against each other and against the other's contractors (including the Contractor) and Subconsultants, CMAs, partners, agents or employees for damages caused by fire or other perils to the extent that such damages are covered by property insurance. The CMA will include in its contract with any Subconsultants on the Project a clause in which such Subconsultants similarly waives such rights and claims against the County, its elected officials, its other CMAs, agents and employees. The County has provided the CMA with a copy of its General Conditions for construction contracts which sets forth waiver requirements of the Contractor and all Subconsultants, and will not revise such requirements with respect to waiver of rights and claims without approval of the CMA, which approval will not be unreasonably withheld.

5.5 ADDITIONAL INSURED

The CMA 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 CMA's insurance carrier of any claims the County may have against the CMA.

5.6 EVIDENCE OF INSURANCE

The CMA 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.

5.7 NO WORK WITHOUT INSURANCE

The County will not allow the CMA to commence, and the CMA 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 CMA will, not less than 60 days prior to the expiration of each and any policy of insurance required hereunder or in the case CMA 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.

5.8 ERRORS AND OMISSIONS LIABILITY INSURANCE

The CMA 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 CMA. 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 CMA. To the extent available, such insurance will be retroactive to the date that the CMA commences services pursuant to this Agreement.

5.9 MAINTENANCE OF INSURANCE REQUIREMENTS

The CMA 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 CMA 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 CMA's Basic Services under this Agreement, as described in Article 2, compensation will be based on a "Not To Exceed" lump sum amount of one hundred thirteen thousand and twenty three dollars and seventy three cents (\$113,023.73). Payment Applications for Basic Services for this Agreement shall be submitted monthly beginning one month after the Notice to Proceed Date issued to the CMA and will not exceed the monthly rate agreed. Payments for partial months of service will be prorated by dividing the monthly fee by the number of days in the months and multiplying the result by the number of days of service for that month. Payments may never exceed the progress of the project. The County may reject a Payment Application where reports and other Basic Services specified have not been submitted or performed until such time as the delinquent report or service has been submitted/performed.

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 thirty thousand dollars (\$30,000.00) 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 CMA and approved in writing by the County.

6.3 COMPENSATION FOR REIMBURSABLE EXPENSES

The CMA's budget for Reimbursable Expenses will not exceed five thousand dollars (\$5,000.00) 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 2.6.1 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 CMA 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 CMA and where the CMA has given all required notices of Project delay as set forth in Sections 2.1.11.4, then the CMA will be entitled to assert claims for additional compensation provided that, within fourteen (14) days after the CMA 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 CMA 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 CMA's pay application requests in accordance with the procedures set forth in this Section 6.6 to serve as a security for any claims the County may have against the CMA due to alleged errors and omissions of the CMA 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 CMA.

- 6.6.1 "E & O Costs" Defined.** The cost of change orders made necessary by reason of alleged errors and omissions of the CMA 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 CMA's errors and omissions are less than the 1 % Threshold, the County will release the full Error and Omission Retainage Fund to the CMA. If at Final Completion of the entire Project, the County's damages resulting from errors and omissions of the CMA 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 CMA. 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 CMA directly for that portion of the County's damages which are not satisfied.
- 6.6.6 In Effect beyond Termination.** This Section 6.6 will remain in effect, enforceable and applicable notwithstanding the termination of this Agreement for any cause.

ARTICLE 7

PAYMENTS TO THE CONSTRUCTION MANAGEMENT ADMINISTRATOR

7 PAYMENT PROCEDURES

7.1 PAYMENTS FOR BASIC SERVICES

The CMA 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 CMA'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 CMA 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 Subconsultants to be Paid.** CMA will submit a list (CMA's Sworn Statement) in the County format of the Subconsultants providing services during the period covered by such payment, and the amounts billed by and to be paid to such Subconsultants. Such list will be certified by the senior financial officer of the CMA as true, correct and complete.
- 7.2.3 Lien Waivers.** CMA will submit professional lien waivers in the County format, executed by each Subconsultants indicating that such Subconsultants has received payment from the CMA for the services invoiced in the previous payment and waiving liens for the work performed in such payment period.
- 7.2.4 Cook County Code, Chapter 34, Sec. 34-310** Pursuant to the Cook County Code, CMA 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, CMA 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 CMA 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 CMA's contractors, Subconsultants, agents and CMAs and others, for a period of not less than four years following the date of Final Completion of the Project. CMA will require its Subconsultants to keep similar records. Upon ten (10) days written notice from the County, the CMA will make these records available to the County for audit, inspection and copying.

7.4 RIGHT TO AUDIT; LIMITATION ON WAIVER OF DISPUTE

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

performance under the terms of this Agreement.

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

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

Payment by the County will not be a waiver of the County's right to audit, inspect and copy the CMA's records, nor will the County's payment or the CMA's acceptance of payment waive any disputes between the County and the CMA, including, without limitation, any disputes as to the correctness of the CMA's invoices, the amount due to the CMA, or the services rendered by the CMA under this Agreement. The CMA'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 CMA and the Subconsultants, agents and employees performing work under this Agreement hired, retained or engaged by the CMA will be paid by the CMA 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 CMA, and if the County determines after consulting with the CMA 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 CMA under the terms of this Agreement, for direct disbursement by the County to any underpaid Subconsultants, agents or employees for and on account of the CMA, and such disbursements will be a credit against any sums due or owing to the CMA under the terms of this Agreement. Whenever any such funds are withheld by the County, the CMA 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 CMA 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 CMA otherwise commit an unfair employment practice. The CMA further agrees that this Section will be incorporated in all contracts entered into with suppliers of labor, materials, equipment or services, contractors and Subconsultants and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement. The CMA will further comply with all applicable federal and State of Illinois statutes and regulations regarding unlawful employment practices, civil rights and human rights.

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 CMA 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 Subconsultants 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 CMA 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 CMA's business; or by a combination of the foregoing.
- 8.3.1.2 Failure to Carry Out Goals a Breach.** A CMA's failure to carry out its MBE/WBE commitments in the course of a CMA'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 CMA 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 CMA will submit with its proposal a copy of its current internal affirmative action plan. If a CMA has no internal affirmative action plan, CMA will submit a statement stating why CMA has no such plan. In lieu of an internal affirmative action plan, a CMA 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 CMA's MBE/WBE Efforts Documentation.** Each CMA will submit with its proposal, supporting documentation which evidences efforts the CMA has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.
- 8.3.2.3 CMA's Statement; Use of MBE/WBE Efforts Professionals.** Each CMA will submit with its proposal, a statement which discloses how the CMA intends to maximize the use of its MBE/WBE professionals in the course of performing the Agreement.
- 8.3.3 Non-Compliance.** CMA 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 CMA has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the CMA 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 CMA will comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, CMA 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 CMA's and Sub-CMA's obligations.

ARTICLE 9

CONSTRUCTION MANAGEMENT ADMINISTRATOR'S REPRESENTATIONS AND WARRANTIES

9 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1 CMA's Representation of Authority.** The CMA represents and warrants that the CMA 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 CMA hereby represents and warrants that the person executing this Agreement on behalf of the CMA 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 CMA, enforceable against the CMA in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.
- 9.2 Financial Capacity.** The CMA represents and warrants that the CMA 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 CMA.
- 9.3 Independent Contractor; Joint and Several Liabilities.** The CMA represents and warrants that the CMA 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 CMA hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the CMA 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 CMA (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of CMA 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 CMA represents and warrants that the CMA 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 CMA represents and warrants that the CMA is familiar with the requirements of the Project and this Agreement, and has carefully examined the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own assessment it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and CMA warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement; and is experienced in the areas of planning, designing, and performing architecture and engineering services, and will employ the services of others experienced in the areas of planning, designing, and performing architecture and engineering, and other services required of CMA under this Agreement. The CMA has the necessary skill, financial resources and personnel to successfully complete its services under this Agreement
- 9.4 Covenant to Use Professional Efforts.** The CMA 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 CMA to enter into this Agreement or has been relied upon by the CMA, 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 CMA'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 CMA represents and warrants that CMA was given ample opportunity and time and was hereby requested by the County to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. CMA did so review these documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, CMA relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.
- 9.7 No Criminal Proceedings.** The CMA 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 CMA will secure the same representation and warranty from its Subconsultants and agents performing the CMA's obligations under this Agreement.
- 9.8 True and Correct Statements.** The statements of the CMA contained herein and any and all documents submitted by or on behalf of the CMA 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 CMA contained herein or therein, when delivered to the County, in light of the circumstances under which they were made, not misleading. The CMA will provide prompt notice to the County whenever any representation or warranty herein ceases to be true or correct.
- 9.9 Additional Representations Regarding Delinquencies Under County Codes; Setoff:** CMA represents and certifies that neither it, nor to the best of its knowledge, any of its Subconsultants, is disqualified from entering into an Agreement with the County because of (a) a delinquency in the payment of any tax, fee or debt to the County or a determination of status as a "predatory lender" under Section 34-171 of the County Codes; (b) a disqualification for noncompliance with child support orders under Section 34-172 of the County Codes; (c) a disqualification for illegal activities under Section 34-173 of the County Codes; (d) a disqualification for willful violation of the Cook County Independent General Ordinance under Section 34-174 of the County Codes ;(e) has been found liable for making false statements of material fact to the County under Section 34-175 of the County Codes; or (f) disqualification due to contract default or termination for cause by the County within the last 24 months under Section 34-170 of the County Codes. Pursuant to the authority of Section 34-176 of the County codes, CMA acknowledges that the County may set off against the fees paid to the CMA a sum equal to any fines and penalties, including interest, for each tax or fee

delinquency and any debt or obligation owed by the CMA to the County.

- 9.10 No Auditing Services.** The CMA represents and certifies that neither it nor any of its "Affiliates" has any agreement or contract with the County regarding Auditing Services for or with the County. CMA will not consent to a subcontract with Subconsultants which Subconsultants or any of its "Affiliates" has an agreement or contract with the County regarding Auditing Services. The terms "Auditing Services" and "Affiliates" have the meanings set forth in Section 34-121 of the County Codes.

ARTICLE 10

DEFAULT AND DISPUTES

10 DISPUTES AND DEFAULT

10.1 DISPUTES

- 10.1.1 Presentation of Dispute.** If the CMA disputes any decision by the County, then the CMA 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 CMA 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 CMA. 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 CMA. Dispute resolution as provided herein will be a condition precedent to any other action by the CMA at law or in equity.
- 10.1.2 Continuation of Services.** Notwithstanding any dispute, the CMA 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 CMA to the County, setting forth the nature of such breach.
- 10.2.2 Default by CMA.** The following constitute material breaches of this Agreement, which if not cured as set forth in Section 10.3.1 will constitute a "Default:"
- i. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by CMA to the County.
 - ii. CMA's material failure to perform any of its obligations under this Agreement including the following:
 - a. Failure due to a reason or circumstances within CMA's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - b. Failure to perform the Services in a manner reasonably satisfactory to the Project Director, the Director of Capital Planning and Policy, or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

- c. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - d. Discontinuance of the Services for reasons determined by the Chief Procurement Officer to be within CMA's reasonable control; and
 - e. Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii. Any change in ownership or control of CMA without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv. CMA's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement: CMA acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v. Failure to comply with Section 1.5.18 in the performance of the Agreement.
 - vi. CMA's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicates a willful or reckless disregard for County laws and regulations.

10.2.3 REIMBURSEMENT. The County will be entitled to reimbursement from CMA 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. The occurrence of any material breach permits the County at the County's sole option and discretion, to declare CMA in default. The Chief Procurement Officer may, in his or her sole discretion, give CMA an opportunity to cure the default within a certain period of time, which period of time will not exceed 60 days, unless extended by the Chief Procurement Officer. Whether to declare CMA in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. The Chief Procurement Officer will give CMA written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he or she will also indicate any present intent to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if CMA fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given, CMA will discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

10.3.1.1 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 CMA's services, County will have the right to withhold payments owed to the CMA until such time as the CMA has cured the breach or noncompliance which is the subject matter of the notice.

10.3.1.2 Right to Terminate. If the CMA fails to remedy a material breach during the cure period pursuant to Section 10.3, the County will have the right to terminate this Agreement; provided, however, that the County will give the CMA five (5) days prior written notice of termination. In the event of termination, the County reserves the right to elect to continue using the CMA'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 CMA 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 CMA's existing services in full until the effective date of termination, as described above; increase monitoring and oversight of the CMA's operations; or substitute County's designees for the CMA's personnel utilizing the CMA's facilities pending the implementation of replacement services. Any increased monitoring or oversight of the CMA by the County will be done in a way that does not interfere with the CMA's ability to effectively and efficiently perform its work.
- 10.3.1.4 Non-Performance; Delays.** The CMA will be liable to the County for reasonable expenses incurred by the County, including court costs, as the result of the CMA'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 CMA's control.
- 10.3.1.5 Compensation Due as of Termination.** All compensation due the CMA will be calculated based upon the terms of Article 6 to the effective date of termination and will be paid to the CMA 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 CMA's default and the County does not elect to continue using the CMA'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 CMA's work or it may contract with others for such completion. In such event, the CMA 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 CMA will within fourteen (14) days remove any and all of the CMA'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 CMA, its Subconsultants, agents and employees and any other County property in the CMA's custody will be transmitted to the County within seven (7) days after the date of termination of this Agreement. The CMA hereby assigns to the County all the right, title and interest of the CMA 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.** If the Chief Procurement Officer considers it to be in the County's best interests, he or she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits CMA to continue to provide the Services despite one or more events of default, CMA is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute, including, but not limited to, actions for damages and set-offs. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of neither default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.
- 10.3.2 CMA'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 CMA will have the right to terminate this Agreement; provided, however, that the CMA 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 CMA's services in full for a reasonable period of time until County will have replaced such

services. The CMA 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 CMA will be calculated based upon the terms of Article 6 to the date of termination and will be paid to the CMA except where the County may have a claim or dispute with regard to such payment.
- 10.3.2.2 Removal of CMA's Personnel, Property.** After replacement services have been secured and are operational the CMA will within fourteen (14) days remove any and all of CMA's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.
- 10.3.2.3 Excess Costs.** The County may offset any excess costs incurred:
- i. if the County terminates this Agreement for default or any other reason resulting from CMA's performance or non-performance;
 - ii. if the County exercises any of its remedies under Section 10.3 of this Agreement; or
 - iii. if the County has any credits due or has made any overpayments under this Agreement
- 10.3.2.4 Offset of Excess Costs.** The County may offset excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, CMA is liable for and will promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.
- 10.3.2.5 Termination of Agreement and Refund.** In the event this Agreement is terminated by either party, for cause or otherwise, and the County has prepaid for any deliverables, the CMA shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination
- 10.3.2.6 Remedies Available.** Subject to the requirement of dispute resolution under this Agreement, The CMA will have the right to pursue remedies available in law or equity. In all cases the CMA's damages will be those provable direct monetary damages not to exceed the value of this Agreement as awarded by the County's Board of Commissioners, less the expenses saved in not having to perform this Agreement. This notwithstanding, due to the critical nature of this Agreement, the CMA will not unilaterally disrupt the operation or unilaterally repossess any component thereof. CMA agrees that no charges or claims shall be made by CMA for any delays or hindrances whatsoever during the progress of this Agreement.

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 CMA hereby represents and warrants to the County that the CMA 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 CMA 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 CONSTRUCTION MANAGEMENT ADMINISTRATOR:

Firm Name: Rubinos & Mesia Engineers, Inc.
Attn: Farhad Rezai, Executive Vice President

Address: 200 S. Michigan Ave., Suite 1500
City, State, Zip: Chicago, IL 60604

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

11.4 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 (JURISDICTION)

This Agreement will be governed by and construed under the laws of the State of Illinois. The CMA 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 suits within the City of Chicago, the County of Cook, the State of Illinois, and the CMA consents and submits to the jurisdiction of any local, state or federal

court located within such City, County and State. The CMA 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 RULES OF INTERPRETATION

The following rules of interpretation shall apply to this Agreement.

- 11.7.1** The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- 11.7.2** All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- 11.7.3** Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- 11.7.4** Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- 11.7.5** Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- 11.7.6** All references to a number of days mean calendar days, unless expressly indicated otherwise.

11.8 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.

11.9 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.

11.10 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.

11.11 NO THIRD PARTY BENEFICIARIES; NON-LIABILITY OF PUBLIC OFFICIALS

The rights and duties contained herein will not inure to the benefit of any third party, except as specifically provided herein. CMA and any assignee or Subconsultants of CMA will not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

11.12 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

CMA will not assign this Agreement or any part of this Agreement without the express written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief

Procurement Officer. No such approval will relieve the CMA from its obligations or modify in any way the terms of the Agreement. The CMA 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 CMA will have no effect on the County and are null and void.

11.13 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 CMA hereby agrees that it is subject to the provisions of this Section.

11.14 CERTIFICATE OF QUALIFICATION; COOK COUNTY CODE, CHAPTER 34, and 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 CMA by execution of this Agreement certifies that it is and will be at all times in compliance with this Section.

11.15 SURVIVAL

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

11.16 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 CMA's services and the services provided by the CMA's Subconsultants 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.

11.17 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS

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

11.18 COUNTER PARTS & ORDER OF PRECEDENCE

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

11.19 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Agreement make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in the "not to exceed" number exceeding \$150,000.00 or which increase the total cost of all amendments to more than 10% of the original "not to exceed" amount of the Agreement or which extend the term of the Agreement by more than one (i) year shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments are within the prior limits may only be made with the written approval of the Chief Procurement Officer. Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Agreement, provided that any such changes shall not increase the Agreement price or the time required for performance. The CMA is hereby notified that, except for modifications and amendments which are made in accordance with this Section 11.19, no County department or employee thereof has authority to make any modification or amendment to this Contract.

11.20 STATUS OF CONSTRUCTION MANAGEMENT ADMINISTRATOR

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between CMA and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. CMA will perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County. If CMA is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i. The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the CMA performing the Services required under this Agreement.
- ii. CMA is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii. The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the CMA.

11.21 ORDER OF PRECEDENCE OF COMPONENT PARTS

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

1. Addenda, if any.
2. Special Provisions, if any
3. Agreement and Exhibit B Scope of Work: In the event of any conflict between the Agreement and its component, Exhibit B, then the interpretation most favorable to the County will apply. Reference article Article.1.4 for additional provisions.

CONTINUE TO EXHIBITS

EXHIBIT B – DESCRIPTION OF PROJECT, SCOPE OF SERVICES and COPY OF ADDENDA

Background Summary

This project is comprised of the renovation of the two-story former Employee Annex, as well as portions of the adjoining five-story former Employee Residence, on the Oak Forest Health Center campus to create space for relocation of the Cook County Department of Homeland Security and Emergency Management. The intent of this project is to convert the existing facility into a remote Emergency Operation Center with all the technology necessary to host multiple agencies, coordinate logistics, and perform threat assessments in conjunction with local cities, municipalities, and townships when required.

The scope for this project shall include, but not be limited to, the following:

concrete, masonry, metal fabrications, structural steel, carpentry, roofing, insulation, fireproofing, firestopping, sealants, steel doors and frames, wood doors, finish hardware, glazing, louvers, plaster, gypsum board, wall and floor tile installation, resilient flooring (Owner provided material), carpet (Owner provided material), acoustical ceilings, painting, signage, toilet accessories, building accessories, plastic laminate casework, solid surface countertops, fire suppression systems, plumbing, heating, ventilation, air conditioning, lighting, power, telecommunications, security and audiovisual systems. The Owner's separate contractor has completed abatement and majority demolition work prior to the commencement of this Project. The Owner's separate contractor has pre-purchased plumbing, mechanical and electrical equipment as identified herein to be delivered to the site for installation by the current Contract.

This Project was broken into two phases. As a part of phase one, Paul Borg Construction completed major demolition of the areas to be renovated which included the removal of select Mechanical Electrical Plumbing (MEP) systems, abatement, and the purchase of new MEP equipment scheduled to be installed under the current project. The County will need oversight of the coordination between the two contractors to ensure that the equipment is order, stored, and / or delivered in time for project completion.

On May 8, 2013, the County issued demo Notice to Proceed (NTP) to the Lombard Company to proceed with additional demo that was required under the current contract. They have 30 calendar days to complete the work. Upon receipt of the full building permit, the County will issue a second Notice to Proceed whereby the Lombard Company will have 180 calendar days to complete the balance of construction. The CMA needs to see the project through the construction phase.

SCOPE OF WORK

GENERAL RESPONSIBILITIES OF THE CONSTRUCTION MANAGEMENT ADMINISTRATOR (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 will 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 will 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 will 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.

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.
4. The CMA will assist the General Contractor and Architect or Record (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 will provide risk assessments and identify potential claims through final completion and closeout of the project.
7. The CMA will 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 will 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



OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

EARLEAN COLLINS

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

EDWIN REYES

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

July 15, 2013

ADDENDUM NO. 1

for

PROFESSIONAL CONSTRUCTION MANAGEMENT ADMINISTRATION SERVICES FOR DEPARTMENT
OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM) RELOCATION PROJECT AT
OAK FOREST HOSPITAL

Task Order RFP No. 1355-12843

This document is an addendum to Task order RFP No. 1355-12843, issued by the Cook County
Office of the Chief Procurement Officer on July 3, 2013.

Addendum 1 extends the timeline due dates for the following items, see revised schedule
below.

Answers from County:	July 17, 2013
Request for Proposal Due:	July 23, 2013
Proposal Review Completed:	July 31, 2013
Award Date (Expected)	August 2013

END OF ADDENDUM #1

Shannon E. Andrews

Shannon E. Andrews
Chief Procurement Officer

Originated By: Danuta Rusin
Contract Negotiator



OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

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GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

July 18, 2013

ADDENDUM NO. 2

for

PROFESSIONAL CONSTRUCTION MANAGEMENT ADMINISTRATION SERVICES FOR DEPARTMENT
OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM) RELOCATION PROJECT AT
OAK FOREST HOSPITAL

Task Order RFP No. 1355-12843

This document is an Addendum to Task Order RFP No.1355-12843, issued by the Cook County
Office of the Chief Procurement Officer on July 3, 2013.

This Addendum also extends the Request for Proposal due date to **July 24, 2013**.

Listed below are answers to questions received as of July 12, 2013.

Additions/Revisions

1. **Question:** Can the 35% MBE/WBE requirements be met exclusively by MBE participation? We assume if the 35% goal is met by our MBE component, WBE participation is not mandated.

Answer: The goal of 35% MBE/WBE could be met by either status or a combination of.

2. **Question:** It seems the project schedule will be dictated by the contractor's schedule. Can you elaborate on what you expect for this RFP in regard to a project schedule? At the site walk through a 180 day project duration was indicated.

Answer: The Construction Management Administrator (CMA) will be required to provide services for the full 180 calendar day duration of the project. Should the project exceed the 180 calendar day duration, the County will make a determination on extending CMA services to match the extended construction schedule.

3. **Question:** Is it anticipated that the contractor will be working a normal Monday thru Friday 40 hour work week without any extraordinary overtime planned into their schedule?

Answer: Yes.

4. **Question:** Are there liquidated damages if the contractor does not finish on schedule?

Answer: Yes.

5. **Question:** Will the CM be provided with an on-site office with a phone line and internet connection?

Answer: The CMA will be provided with a designated space to work that will have limited phone and internet connectivity.

6. **Question:** Can you tell us how many users are permitted for the "Projecto" software license?

Answer: Only one user is allowed per license, but it is anticipated that each firm would only need one license to make the necessary updates.

7. **Question:** Reference: **Exhibit C – Sample Agreement**

Under **Article 5.3 – Professional Errors and Omissions Insurance**, it states that the limit of liability shall not be less than \$1,000,000 to \$5,000,000 with a deductible of not more than \$100,000. However, under **Article 5.6 – Errors and Omissions Liability Insurance**, it states that the liability insurance shall have 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. Please clarify the Professional Errors and Omissions Liability Insurance limits for this project. Also, would the County accept lesser liability limits of \$1,000,000 to \$2,000,000 for this project?

Answer: For CMA Services, Professional Errors and Omissions Liability is not needed; however Professional Liability Coverage is needed. A \$2,000,000 liability with a deductible of not more than \$100,000 is acceptable for Professional Liability Coverage.

8. **Question:** Reference: **Cost Proposal Forms**

In the Cost Proposal Forms, it doesn't appear that there is a line item for a fixed fee (or profit) amount. Please advise where the fixed fee should be included on the cost proposal forms.

Answer: Cost Proposal forms have been revised to include a separate line for profit. Please replace the original forms with the revised Cost Proposal forms that are attached to this addendum.

9. **Question:** No A/E construction drawings and specifications have been provided to review for our professional and contractual purposes. This request was brought to the attention of representative of the Office of Capital Planning & Policy.

Answer: The County has made the decision not to provide the plans, specifications, and addendum for the project until a proposer for CMA services is selected. Proposers are expected to use the description of the project (provided in the RFP), information gathered from the site visit, and their professional experience and expertise to create a proposal for services that satisfies the County's requirements.

10. **Question:** Delineation in detail for Construction Management Services to be provided.

Answer: See Exhibit A Scope of Work for General Responsibilities of the Construction Management Administrator.

11. **Question:** Proposed Contract with terms and conditions for Construction Management Services replacing that which was made a part of initial package.

Answer: The Exhibit C Sample Agreement establishes the basis for entering into a contract with Cook County for CMA Services. No other information will be issued at this time.

12. **Question:** Total Fee as stipulated needs some adjustment.

Answer: Due to budgetary constraints, the fee for CMA services will not be adjusted at this time.

13. **Question:** Reimbursable expenses with the inclusion of travel expenses as part of the total project fee is in need of reconsideration.

Answer: The County will set the reimbursable expense at \$5000.00. Compensation for reimbursable expenses will be administered according to Section 6.3 of the Exhibit C Sample Agreement.

14. **Question:** Clarification of Insurance Requirements.

Answer: The successful proposer will need to comply with the terms outlined in Article 5 Insurance Indemnification with the exception of Professional Errors and Omissions Insurance which is not needed.

END OF ADDENDUM #2

Originated By: Danuta Rusin
Contract Negotiator

Shannon E Andrews
Shannon E. Andrews
Chief Procurement Officer *ERG*

**COST AND PRICE ANALYSIS
FOR PROFESSIONAL SERVICES
CONSULTANT**

This form is to be used when a Consultant performs most of the project "in-house" and retains sub-subcontractors to complete the balance of the work. You must have your subcontractors complete their form and attach a copy to each of your forms. If the consultant fails to complete and follow these guidelines the proposal may be disqualified.

Instructions for Cost Proposal Form

- **BASIC SERVICES** - Fees itemized below will include all services required by the Task Order RFP, the County's Agreement, and all Exhibits. Specific references are for convenience only. Lines 1-3

Line 1 – Direct Labor Personnel (Professional or Technical)

This heading must include an itemized list of all professional or technical personnel who will be used on the project. Each employee must be identified by classification, such as, principals, project managers, analysts, programmers, etc., the estimated number of hours he will devote to the project and his rate of pay per hour.

Line 2 – Direct Labor Personnel (Clerical)

Itemized list of all clerical employees, such as secretary, typist, clerk, etc. Again they must be identified, the number of hours they will devote to the project and their rate of pay per hour.

Line 3 – Burden (Overhead)

It must be your company's independent certified overhead rate. **Note: if the rates provided in Lines 1 and 2 above include overhead costs this line must be left blank.**

Line 4 – "In House" Cost

Add totals of lines 1, 2 and 3.

Line 5 - Profit

Profit will be negotiated separately from all other costs.

- **REIMBURSABLE EXPENSES** - These expenses must be pre-approved in writing by the County for use and include document printing and distribution not already included in the Basic Services. The following pre-approved items are included under Reimbursable Expenses. Line 5

Line 6 – Other Direct Costs/Reimbursable Expenses

This category includes all expenses that were not included under Line 3 - Burden. They are out of pocket expenses such as reproduction of reports, travel expenses, hardware, software, or any other unique costs to the project.

Line 7 – ADDITIONAL SERVICES: Additional service charges must be pre-approved in writing by the County for use and prior to the service being performed. The items specifically noted below are included in the fee for Basic Services. Unit fees requested below will govern the cost for any additional work required above and beyond that required in Basic Services. The following pre-approved items are included under Additional Services. Line 7.

Line 8 - Subcontractor Estimated Cost

Enter total from subcontractor Line 8. If more than one is retained, combine their totals.

Line 9 – Total Project Estimated Cost

Add your Lines 4, 6, 7 and 8.

Line 10 – Total "Not-to-Exceed" Contract Cost

This is the total for Line 9. This figure will be the "Not-to-Exceed" amount of your contract.

General

If the guidelines as indicated are exceeded, consultant must furnish an itemized breakdown and justification to supplement your proposal.

COMPLETION SCHEDULE

Consultant shall attach the project schedule.

**COST AND PRICE ANALYSIS
FOR PROFESSIONAL SERVICES
SUBCONTRACTOR**

This form is to be used when a Subcontractor performs work for the Consultant. You must complete your form and submit to Consultant to attach a copy to each of their forms. If the consultant fails to complete and follow these guidelines the proposal may be disqualified.

Instructions for Cost Proposal Form

- **BASIC SERVICES** - Fees itemized below will include all services required by the Task Order RFP, the County's Agreement, and all Exhibits. Specific references are for convenience only. Lines 1-3

Line 1 – Direct Labor Personnel (Professional or Technical)

This heading must include an itemized list of all professional or technical personnel who will be used on the project. Each employee must be identified by classification, such as, principals, project managers, analysts, programmers, etc., the estimated number of hours he will devote to the project and his rate of pay per hour.

Line 2 – Direct Labor Personnel (Clerical)

Itemized list of all clerical employees, such as secretary, typist, clerk, etc. Again they must be identified, the number of hours they will devote to the project and their rate of pay per hour.

Line 3 – Burden (Overhead)

It must be your company's independent certified overhead rate. **Note: if the rates provided in Lines 1 and 2 above include overhead costs this line must be left blank.**

Line 4 – "In House" Cost

Add totals of lines 1, 2 and 3.

Line 5 - Profit

Profit will be negotiated separately from all other costs.

- **REIMBURSABLE EXPENSES** - These expenses must be pre-approved in writing by the County for use and include document printing and distribution not already included in the Basic Services, see Line. 5

Line 6 – Other Direct Costs / Reimbursable Expenses

This category includes all expenses that were not included under Line 3 - Burden. They are out of pocket expenses such as reproduction of reports, travel expenses, hardware, software, or any other unique costs to the project.

Line 7 - ADDITIONAL SERVICES: Additional service charges must be pre-approved in writing by the County for use and prior to the service being performed. The items specifically noted below are included in the fee for Basic Services. Unit fees requested below will govern the cost for any additional work required above and beyond that required in Basic Services.

Line 8 – Total Project Estimated Cost

Add your Lines 4, 6 and 7

Line 9 – Total "Not-to-Exceed" Contract Cost

Total Line 8. This figure will be the "Not-to-Exceed" amount of your contract.

General

If the guidelines as indicated are exceeded, consultant must furnish an itemized breakdown and justification to supplement your proposal.

COMPLETION SCHEDULE

Consultant shall attach the project schedule.

CONSULTANT COST PROPOSAL

Task Order RFP # 1355-12843

Consultant: _____	Title of Project: Professional CMA Services for DHSEM Relocation Project at Oak Forest Hospital
-------------------	---

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 1			\$
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	\$		\$
	\$		\$
	\$		\$
TOTAL LINE 3			\$
4. "In-House" Cost	ADD TOTAL LINES 1 + 2 + 3		\$
5. Profit (%) of Line 4			\$
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 6			\$
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Subcontractor Cost (from subcontractor's Line 8)			
9. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7 + 8		\$
10. Total "Not-to-Exceed" Contract	TOTAL LINE 9		\$

Date

Signature of Authorized Representative of Consultant

Printed Name of Authorized Representative of Consultant

SUB-CONTRACTOR COST PROPOSAL

Task Order RFP # 1355-12843

Subcontractor: _____	Title of Project: Professional CMA Services for DHSEM Relocation Project at Oak Forest Hospital
----------------------	--

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 1			\$
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	\$		\$
	\$		\$
	\$		\$
TOTAL LINE 3			\$
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$
5. Profit (%) of Line 4			\$
6. Other Direct Costs	Estimated Cost		
	\$		
	\$		
	\$		
	\$		
TOTAL LINE 6	\$		
7. Additional Services	Estimated Cost		
	\$		
	\$		
	\$		
TOTAL LINE 7	\$		
8. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7		\$
9. Total "Not-to-Exceed" Contract	TOTAL LINE 8		\$

Date

Signature of Authorized Representative of Subcontractor

Printed Name of Authorized Representative of Subcontractor

EXHIBIT C.1 – KEY PERSONNEL

Key Personnel



Rubinos &
Media
Engineers, Inc.

All personnel listed in the Organizational Chart in Section 3.c of this submittal have been included in RME's original Pre-Qualification submittal.

- ✓ Farhad Rezai, SE, PE
- ✓ Theodore Witte, AIA, LEED AP
- ✓ Joti Nagpal, PE, PMP
- ✓ Stanley Grekowicz
- ✓ Javed Hussain

EXHIBIT D – MBE & WBE COMPLIANCE PLAN

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: Rubinos & Mesia Engineers, Inc.

Address: 200 S. Michigan Ave., Suite 1500, Chicago, IL 60604

E-mail: DShah@RME-i.com

Contact Person: Dipak S. Shah Phone: 312-870-6600

Dollar Amount Participation: \$ \$148,023.73

Percent Amount of Participation: 100% %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Rubinos & Mesia Engineers, Inc.

Certifying Agency: CMS

Address: 200 S. Michigan Ave., Suite 1500

Certification Expiration Date: December 11, 2013

City/State: Chicago/IL Zip 60604

FEIN #: 36-3164138

Phone: 312-870-6600 Fax: 312-663-1473

Contact Person: Dipak S. Shah

Email: DShah@RME-i.com

Contract #: TO RFP# 1355-12843

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

Professional Construction Management Administration Services

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

100%

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

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

Dipak S. Shah
Signature (M/WBE)

Dipak S. Shah
Signature (Prime Bidder/Proposer)

Dipak S. Shah, SE, PE
Print Name

Dipak S. Shah, SE, PE
Print Name

Rubinos & Mesia Engineers, Inc.
Firm Name

Rubinos & Mesia Engineers, Inc.
Firm Name

September 24, 2013
Date

September 24, 2013
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 24th day of September, 2013.

this 24th day of September, 2013.

Notary Public *Javier Romero*

Notary Public *Javier Romero*

SEAL

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 29 2013

Dipak S. Shah
Rubinos and Mesia Engineers, Inc.
200 S. Michigan Avenue, Suite 1500
Chicago, IL 60604

Dear Mr. Shah:

We are pleased to inform you that **Rubinos and Mesia Engineers, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **07/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **07/01/2014, 07/01/2015, 07/01/2016, and 07/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/01/2018**.

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

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

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

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

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

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

NAICS Code(s):

- 541310 – Architectural (except landscape) Services**
- 541330 – Civil Engineering**
- 541330 – Construction Engineering Services**
- 541330 – Engineering Consulting Services**
- 541330 – Engineering Design Services**
- 541340 – Drafting Services**

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/dw



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

December 11, 2012

Dipak S Shah
Rubinos & Mesia Engineers Inc
200 S Michigan Ave
Suite 1500
Chicago, IL 60604-2482

Certification Term Expires: December 11, 2013

Re: NCA Certification Approval (MBE)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program for Minorities, Females and Persons with Disabilities. Your firm's name will remain in the State's Directory as a certified vendor with BEP.

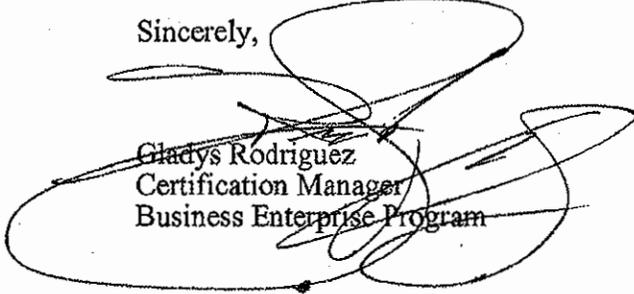
Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, ARCHITECTURAL
SERVICES, ENGINEERS - CIVIL
SERVICES, ENGINEERS STRUCTURAL
SERVICES, INDUSTRIAL MANAGEMENT
SERVICES, INSPECTION & QUALITY ASSURANCE
SERVICES, MANAGEMENT CONSULTING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,



Gladys Rodriguez
Certification Manager
Business Enterprise Program

(L49MBE)

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN R. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY D. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOSOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

May 2, 2012

Mr. Dipak Shah, President
Rubinos & Mesia Engineers, Inc.
200 S. Michigan Avenue, Suite 1500
Chicago, IL 60604

Dear Mr. Shah:

Congratulations. We are pleased to inform you that Rubinos & Mesia Engineers, Inc. will maintain its certification as an **MBE (8)** by Cook County Government. This **MBE Certification** must be revalidated annually.

Please use the enclosed **Certificate of Certification** as validation of your Cook County **MBE status** and area of specialty.

As a condition of continued Certification during this three (3) year period, you must file a "**No-Change Affidavit**" within **sixty (60) business days** prior to the date of annual expiration. A processing fee of \$50.00, payable to Cook County Department of Revenue is required with the No-Change Affidavit. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Laverne Hall
Director
LH/ek



A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
- _____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

EXHIBIT E – PROJECT SCHEDULE

Cook County
Department of Homeland Security and Emergency Management
DHSEM Relocation Project at Oak Forest Hospital - RFP #1355-12843
Proposed CMA Schedule
Rubinos & Mesia Engineers, Inc.

ID	Task Name	Start	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
			1 wk 2 wk 3 wk 4 wk	1 wk 2 wk 3 wk 4 wk	1 wk 2 wk 3 wk 4 wk	1 wk 2 wk 3 wk 4 wk	1 wk 2 wk 3 wk 4 wk	1 wk 2 wk 3 wk 4 wk	1 wk 2 wk 3 wk 4 wk
1	Notice To Proceed	(TBD)	◆						
2	Construction Management Admin.		■	■	■	■	■	■	■
3	Pre-Construction Meeting		◆	◆	◆	◆	◆	◆	◆
4	Weekly Construction Meeting		◆	◆	◆	◆	◆	◆	◆
5	Close-Out Matrix Meeting			◆					
6	Monthly Reports submitted			◆	◆				
7	Punchlist Review							■	■
8	Project Close-Out							■	■
9	Certificate of Occupancy								◆

Schedule Notes:
 Based on a 6 month Construction Phase starting with NTP date to be determined. It is anticipated sometime in August 2013

Additional Services:
 While it is expected that the project will be completed within 6 months from the notice to proceed, if for some unforeseen reason the construction period extends beyond the projected schedule, RME would be happy to provide continuing CMA services on a prorated basis.



ORGANIZATIONAL CHART
Cook County DHSEM
RFP # 1355-12843

Cook County

Capital Planning & Policy

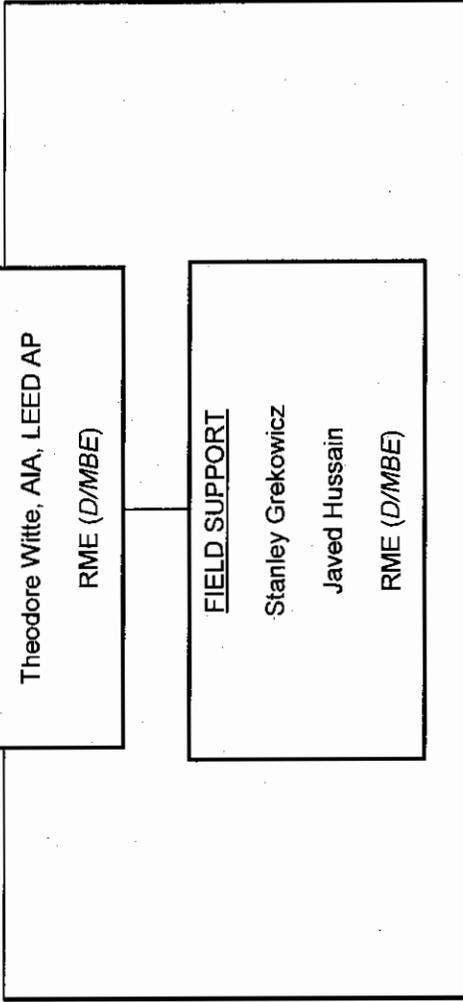
PRINCIPAL
Farhad Rezaei, S.E., P.E.
RME (D/MBE)

CONSTRUCTION MANAGEMENT
Joti Nagpal, P.E., PMP
Theodore Witte, AIA, LEED AP
RME (D/MBE)

FIELD SUPPORT
Stanley Grekowitz
Javed Hussain
RME (D/MBE)

ARCHITECT OF RECORD
WOLD ARCHITECTS

GENERAL CONTRACTOR
LOMBARD CONSTRUCTION Co.



Plan of Action



a. Implementation of Work Plan

As Construction Manager, RME is responsible exclusively to Cook County and their agencies and acts in the County's interests at every stage of the project. RME offers advice, uncolored by any conflicting interests, on matters such as:

- Control of the scope of work and compliance with the construction documents
- Project Schedule
- Avoidance of delays, change orders and disputes

RME has assembled a diverse team of professionals with a wide range of experience in construction management plus engineering and design. This knowledge and experience allows RME's team to uniquely determine, evaluate and solve issues from the point of view of all parties involved to quickly render decisions, and make recommendations in keeping with the County's intentions.

RME's team offers extensive expertise and understanding of the County's goals along with diverse experience in construction management in conjunction with engineering and architectural design of projects including bridges, building interior and exterior renovations, commuter rail stations and electrical substations. We are confident that the services RME's team offers will provide additional value to the County for a successful project

Upon being retained for the CM administration services, RME will become familiar with all aspects of the project and the current project status, including all pending change orders, construction change directives, proposal requests, approved change orders, requests for information, and responses, shop drawings, and other project related documents and specifications to enable us to perform above the standard of care required for our services.

RME will become familiar with and utilize the County's web based management system which utilizes Wizard Software Solutions, "Projecto" software. Utilizing the software RME will oversee electronic transfer of data from the field to the County's web based management system, including but not limited to reports, correspondences, daily photographic documentation, and analysis. RME will provide monthly project reports, including scheduling, budget and other project deliverables via the web based management system. Our proposal includes the cost of the software licensing for the project for one user.

RME will assist the General Contractor and the Architect of Record in coordination with the County and state agencies, including but not limited to zoning, planning, bureau of underground, the appropriate departments of health and the public utilities. RME will assist in obtaining building permits, certificates of occupancy, fire system approvals as required for the project.

RME will help mediate and resolve disputes in a fair and impartial manner. We will assist the County in the resolution of disputes presented to the County Procurement Office. We will also make recommendations concerning disputes, questions, interpretations, and evaluate revisions to the contract work.

RME will provide risk assessment and identify potential claims through final completion and project closeout.

RME will monitor and report compliance with the County MBE-WBE programs to ensure compliance of the Contractors and the Architect of Record.

RME will schedule and conduct weekly construction site meetings regarding procedures, progress and scheduling. We will ensure the General Contractor prepares the meeting minutes and distributes them within 3 days.

RME will review and make recommendations to all cost proposals, including but not limited to, the following:

- Potential Change Orders
- Construction Change Directives
- Proposal Requests
- Change Orders
- Requests for Information

RME will prepare Change Order and Errors and Omissions logs. We will review proposals and develop cost estimates for comparison to the GC's proposals and negotiate the proposals with the assistance of Architect and provide recommendations to the County's Project Director. RME will monitor all proposed contract modifications, identify unforeseen conditions, administer County or other authority change requests, coordinate rectification of design errors and omissions, and make recommendations regarding proposed Contractor's product substitutions. RME will review and comment on Contractor's proposed contract modifications and discuss those with County's Project Manager. All proposed revisions or deviations from the Contract Documents will be reviewed by RME.

RME will review additional costs and credits submitted by the Architect of Record and their sub-consultants for their professional services, and negotiate these proposals on behalf of the County.

RME will evaluate substitution requests in conjunction with the Architect.

RME will provide document management, including but not limited to the following:

- Daily, weekly, and monthly progress reports
- Timelines and deliverables
- Cash Flow reports
- Ensure compliance with approved changes and ensure all parties provide updated project documents in a timely manner.

RME will provide daily on-site construction observation and monitor progress, performance, conformance with the construction documents. RME will maintain a log of site observations, and non-compliant work, including observation reports from the Architects, Engineers, Testing Agencies, County Representatives, etc. RME will make recommendations regarding the contractor's remediation of non-complying issues and observable defects.

RME will coordinate parties to ensure all required reviews and inspections are completed and documented.

RME will act as liaison between the Contractor and Management of existing facilities and local authorities and assure that the existing operations of the facilities are not disrupted and all local requirements are met during construction.

RME will coordinate project Close-out including the following:

- Creation of a closeout matrix
- Schedule a meeting to review the close-out matrix with all stake holders within 2-months of our NTP.
- Review and distribute punchlists
- Receive, review and distribute final completion documents
- Receive, review and distribute substantial completion documents
- Receive, review and distribute close-out reports

b. Proposed Project Schedule

It is RME's understanding from the site visit meeting, that the General Contractor will prepare a Construction Schedule. The County indicated the proposal for CM administration should be for 180 days of CM administration services. If the construction goes beyond 180 days the county will prorate the CM fee extensions on a monthly basis. It is RME's understanding that the contractor will work normal 40 hour weeks and that no extraordinary overtime is anticipated. A proposed CMA schedule is included in this RFP.

c. Organization Chart

A proposed organization chart is included in this RFP.

EXHIBIT G.1 - FEE PROPOSAL

CONSULTANT COST PROPOSAL

Task Order RFP # 1355-12843

Consultant: <u>Rubinos & Mesla Engineers, Inc.</u>	Title of Project: Professional CMA Services for DHSEM Relocation Project at Oak Forest Hospital
--	---

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Construction Manager(s)	1040	\$ 45.00	\$ 46,800.00
IT Tech Support	24	\$ 45.00	\$ 1,080.00
			\$ -
			\$ -
TOTAL LINE 1			\$ 47,880.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Clerical / Engineering Support	104	\$ 29.00	\$ 3,016.00
			\$ -
			\$ -
TOTAL LINE 2			\$ 3,016.00
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	\$ 50,896.00	1.0188	\$ 51,852.84
			\$ -
			\$ -
TOTAL LINE 3			\$ 51,852.84
4. "In-House" Cost	ADD TOTAL LINES 1 + 2 + 3		\$ 102,748.84
5. Profit (10%) of Line 4			\$ 10,274.88
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
Supplies / Printing / Travel - Allowance			\$ 3,700.00
Software license - Allowance			\$ 1,300.00
			\$ -
			\$ -
		TOTAL LINE 5	\$ 5,000.00
7. Additional Services			Estimated Cost
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.			\$ 30,000.00
While it is expected that the project will be completed within 6 months from the notice to proceed, if for some unforeseen reason the construction period extends beyond the projected schedule, RME would be happy to provide continuing CMA services on a prorated basis.			
			\$ -
			\$ -
		TOTAL LINE 6	\$ 30,000.00
8. Subcontractor Cost (from subcontractor's Line 8)			\$ -
9. Total Project Cost	ADD TOTAL LINES 4 + 5 + 6 + 7		\$ 148,023.73
10. Total "Not-to-Exceed" Contract		TOTAL LINE 9	\$ 148,023.73

Date 9/25/2013

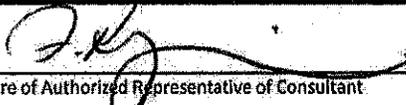

 Signature of Authorized Representative of Consultant
 Farhad Rezaei, SE, PE
 Printed Name of Authorized Representative of Consultant

EXHIBIT H – INSURANCE CERTIFICATE & ECONOMIC DISCLOSURE STATEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2013

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

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

PRODUCER Willis of Illinois, Inc. 233 S. Wacker Dr Ste 2000 Chicago IL 60606	CONTACT NAME:	
	PHONE (A/C, No, Ext): 312-288-7700	FAX (A/C, No): 312-234-0643
INSURED Rubinos & Mesia Engineers Inc. Mr. Dipak Shah 200 S. Michigan Ave, Ste. 1500 Chicago IL 60604-2402	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Company of Amer	NAIC # 25666
	INSURER B: Charter Oak Fire	25615
	INSURER C: Continental Casualty Company	20443
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 141699712

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6801601L139COF13	5/9/2013	5/9/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA7470L10913GRP	5/9/2013	5/9/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			CUP6307Y33A1347	5/9/2013	5/9/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XOUB6648Y60813	4/3/2013	4/3/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			AEH591856176	5/9/2013	5/9/2014	\$2,000,000 \$2,000,000 Per Claim Aggregate

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

Additional Insured applies on General Liability and Automobile Liability, as required by contract.
Additional Insured - General Liability and Automobile Liability (Primary & Non-Contributory): Cook County, its officials, employees and agents
Umbrella Liability is follow-form excess over the General Liability, Employers' Liability and Automobile Liability.
Policies include a Waiver of Subrogation in favor of the above additional insured.
Valuable Papers Limit: \$500,000

CERTIFICATE HOLDER**CANCELLATION**

COUNTY OF COOK, ILLINOIS
OFFICE OF CAPITAL PLANNING & POLICY
69 West Washington Street, 30th Floor
Chicago IL 60602

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

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

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

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriffs Work Alternative Program; and
- 5) Department of Correction inmates.

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:

NONE

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 Rubinos & Mesia Engineers, Inc. D/B/A: _____ EIN NO.: 36-3164138

Street Address: 200 S. Michigan Ave., Suite 1500

City: Chicago State: IL Zip Code: 60604

Phone No.: 312-870-6600

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
Dipak S. Shah	200 S. Michigan Ave. Suite 1500, Chicago, IL 60604	51%
Farhad Rezai	200 S. Michigan Ave. Suite 1500, Chicago, IL 60604	29%
Mohsen Farahany	200 S. Michigan Ave. Suite 1500, Chicago, IL 60604	20%

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

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.

Dipak S. Shah
 Name of Authorized Applicant/Holder Representative (please print or type)

Dipak Shah
 Signature

DShah@RME-i.com
 E-mail address

President
 Title

September 24, 2013
 Date

312-870-6600
 Phone Number

Subscribed to and sworn before me this 24th day of Sept, 2013

My commission expires: 6/30/2017

X *Javier Romero*
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Dipak S. Shah Title: President

Business Entity Name: Rubinos & Mesia Engineers, Inc. Phone: 312-870-6600

Business Entity Address: _____

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

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

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

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

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

Dipak S. Shah
Owner/Employee's Signature

September 24, 2013
Date

Subscribe and sworn before me this 24th Day of September, 2013

a Notary Public in and for Cook County

Javier Romero
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 6/30/2017

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: Rubinos & Mesia Engineers, Inc.

BUSINESS ADDRESS: 200 S. Michigan Ave., Suite 1500

Chicago, IL 60604

BUSINESS TELEPHONE: 312-870-6600 FAX NUMBER: 312-663-1473

CONTACT PERSON: Dipak S. Shah, SE, PE

FEIN: 36-3164138 *IL CORPORATE FILE NUMBER: 5265-409-2

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Dipak S. Shah, SE, PE EXEC. VICE PRESIDENT: Farhad Rezai, SE, PE

SECRETARY: Farhad Rezai, SE, PE TREASURER: Dipak S. Shah, SE, PE

**SIGNATURE OF PRESIDENT: *Dipak S. Shah*

ATTEST: *Farhad Rezai* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

24th day of September, 2013.



My commission expires: 6/30/2017

X *Javier Romero*
Notary Public Signature

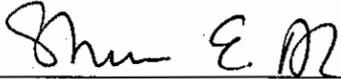
Notary Seal

* 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.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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 4 DAY OF November, 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

13-55-12843

OR

ITEM(S), SECTION(S), PART(S): PROFESSIONAL CONSTRUCTION MANAGEMENT ADMINISTRATION SERVICES FOR DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT RELOCATION PROJECT AT OAK FOREST HOSPITAL

TOTAL AMOUNT OF CONTRACT: \$148,023.73

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

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



OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRÍCIA MURPHY
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7th District

EDWIN REYES
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11th District

JOHN A. FRITCHEY
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LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

October 29, 2013

Mr. Farhad Rezai, Executive Vice President
RUBINOS MESIA & ENGINEERS, INC.
200 S. Michigan Ave., Suite 1500
Chicago, IL 60604

RE: Notice of Award
Contract Number 1355-12843 for Construction Management Administration Services for the Department of Homeland Security and Emergency Management Relocation Project at Oak Forest Hospital

Dear Mr. Rezai:

This correspondence is to serve as notice that the County of Cook has awarded the contract for contract number 1355-12843 for Construction Management Administration Services for the Department of Homeland Security and Emergency Management Relocation Project at Oak Forest Hospital.

Attached is a copy of the Contract and Purchase Orders 186552, 186580 and 186581. Please refer to the contract number above when inquiring about this award. Please do not provide service until your firm has been notified by a representative of the using department.

If you have any questions, please contact Donna Rusin, Contract Negotiator at (312) 603-3948, or via email at danuta.rusin@cookcountyil.gov.

Sincerely,

Shannon E. Andrews
Chief Procurement Officer

SEA/DR

Cc: File (Contract No. 1355-12843)