

CONTRACT FOR PROFESSIONAL SERVICES
COOK COUNTY DOCUMENT NO. 1388-12814



PROFESSIONAL CONTRUCTION MANAGEMENT ADMINISTRATION SERVICES FOR
PROVIDENT HOSPITAL OUTPATIENT
CARE RENOVATION

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

COMPREHENSIVE CONSTRUCTION CONSULTING INC.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 13 2013

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

TABLE OF CONTENTS

ARTICLE 1 1
DEFINITIONS; TERMS CMA GENERAL DUTIES AND OBLIGATIONS 1

ARTICLE 2 8
BASIC SERVICES 8

ARTICLE 3 22
ADDITIONAL SERVICES 22

ARTICLE 4 24
COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS 24

ARTICLE 5 26
INSURANCE AND INDEMNIFICATION 26

ARTICLE 6 29
BASIS OF COMPENSATION 29

ARTICLE 7 31
PAYMENTS TO THE CMA 31

ARTICLE 8 32
NON-DISCRIMINATION AND AFFIRMATIVE ACTION 32

ARTICLE 9 34
CMA'S REPRESENTATIONS AND WARRANTIES 34

ARTICLE 10 35
DEFAULT AND DISPUTES 35

ARTICLE 11 38
MISCELLANEOUS PROVISIONS 38

Appendix A Board Authorization Letter

Appendix B Scope of Services

Appendix C Key Personnel

Appendix D Subcontractors

Appendix E Project Schedule

Appendix F Fee Proposal

Appendix G Insurance Certificate

Appendix H Economic Disclosure Statement and Execution Documents

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF COOK, ILLINOIS
AND THE COMPREHENSIVE CONSTRUCTION CONSULTING INC.**

THIS AGREEMENT ("Agreement") is made between the COUNTY OF COOK, ILLINOIS, a body politic and corporate of the State of Illinois (the "COUNTY," "County" or "Owner") and COMPREHENSIVE CONSTRUCTION CONSULTING INC. (herein referred to as the "Construction Management Administrator" or "CMA") pursuant to authorization by the Cook County Board of Commissioners on November 13, 2013, as evidenced by the Board authorization letter attached hereto as Appendix A. This Agreement provides for professional services for the following project: CONSTRUCTION MANAGEMENT ADMINISTRATION SERVICES FOR PROVIDENT HOSPITAL OUTPATIENT CARE RENOVATION which is defined and described in Appendix B.

The County and the CMA agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CMA'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: Appendix A, Board Authorization Letter; Appendix B, Scope of Services/Project Approach; Appendix C, Key Personnel; Appendix D, Subcontractors; Appendix E, Project Schedule; Appendix F Cost Loaded/Fee Schedule; Appendix G Insurance Certificates; Appendix H Economic Disclosure Statement and Execution Documents.
- 1.1.2 "Architect of Record", "AOR"** means the licensed legal or other qualified entity retained by the County for the purposes of designing the Project and providing any other duties normally provided by an AOR and as defined in their agreement with the County.
- 1.1.3 "Budget"** means the cost of the Project as approved by the County.
- 1.1.4 "Change Order" or "CO"** means a document authorizing an increase/decrease in contract price or an adjustment of contract time period. Change Orders include only previously approved Proposal Requests and/or Construction Change Directives A single Change Order may include multiple PR's and/or Construction Change Directives
- 1.1.5 "Chief Procurement Officer" or "CPO"** means the Chief Procurement Officer of Cook County.
- 1.1.6 "Construction Change Directive" or "CCD"** means a document used to obtain cost information from the Contractor for an immediate change and/or modification to the contract documents. Generally a field directed change.
- 1.1.7 "Construction Documents"** means the drawings and specifications setting forth in detail the requirements for the construction of the Project, and all other Contract Documents issued for construction.
- 1.1.8 "Construction Management Administrator" or "CMA or "Owner's Construction Representative" or "OCR"**, 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.
- 1.1.16 "Design Development Phase"** means the stage of Basic Services during which the Schematic Design Documents are detailed and developed, as described in Section 2.4.
- 1.1.17 "Final Completion"** means all aspects of the Project are complete, including all punch list items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to the Contract for Construction have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been reviewed and certified by the CMA, verified by the CMA (if applicable) approved by the County. Final Completion will not be deemed to have occurred until the date upon which CMA certifies in writing that all aspects of the Project are complete and delivered, including all punch list items and corrective work, all Warranty Materials have been delivered, and the Contractor's final payment application has been approved by the County and the CMA items noted in this Section 1.1.14. . In the event the Project includes more than one (1) bid package, Post Construction services to be provided by the 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 "Program"** means the analysis of the County's needs and requirements for the Project which is articulated as delineated objectives, space requirements and relationships, site requirements, equipment, budget and other related requirements.
- 1.1.20 "Project"** means the construction, furnishing and equipping of the facility and ancillary improvements as more fully defined and described in Appendix B.
- 1.1.21 "Project Closeout"** means a certificate of Final Completion has been issued by the 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.
- 1.1.22 "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.

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

1.1.37 "Warranty Materials" means the documentation to be gathered, placed in binders and turned over to the **AOR** by the Contractor for delivery to the **CMA** which will include two (2) sets (or such greater number as may be required in the Technical Specifications) of all manufacturers' warranties, operating manuals, service manuals, instructions and schedules necessary for the Owner's proper operation of all building systems, equipment and special materials requiring them.

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

1.2 EFFECTIVE DATE; TERM

This Agreement shall be effective after proper execution of the contract documents by the County through June 30, 2015 ("Term") unless terminated earlier as provided herein. **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.

1.3 GENERAL DESCRIPTION OF DUTIES

INTENTIONALLY DELETED

1.4 SCOPE OF SERVICES

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

1.5 CMA'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 subcontractors, agents and employees hired, retained or engaged by the **CMA**. **CMA** represents covenants and agrees that **CMA** will cause all of its subcontractors **CMA**s to conform to the Standard of Care. As to subcontractors 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 subcontractors **CMA** 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 **AOR** will be responsible for designing the Project and conforming the Project Documents it prepares in accordance with the following government and other standards (the "**Government and Other Standards**"): applicable federal, state and local laws, statutes, codes, ordinances, rules, regulations, orders and other legal requirements which relate to the construction, use and occupancy of the Project, including but not limited to zoning, building, environmental and health codes and regulations, site and easement restrictions, permit, licensing,

certification and accreditation guidelines.

- 1.5.3** In the event of a conflict between any applicable Government and Other Standards, in addition to the AOR, the CMA will review the project documents and confirm on the basis of the CMA's best professional judgment that the documents and project once built will conform to the Government and Other Standards. The CMA will utilize its best judgment in accordance with the Standard of Care to recommend 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 2, Section 2-6). 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 facilitate the incorporation of LEED principles into the design of the Project to the extent required by such ordinance or determined by the Project Director.
- 1.5.5 Specific Requirements for Correction of Documents.** Where the Project Documents prepared by the AOR are not in conformity with the Government and Other Standards in existence at the time of issuance of a building permit, the CMA will NOTIFY THE AOR TO modify the Project Documents at no additional charge to the County. The CMA will promptly notify the County in writing if any of the Project Documents need to be modified to be in compliance with Government and Other Standards currently in existence or adopted at any time prior to the issuance of all permits, approvals, licenses, accreditation and certifications needed for the construction, use and occupancy of the Project. The 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.
- 1.5.6 Cooperation with Other Consultants.** The CMA covenants and agrees to cooperate, and to cause its subcontractors to cooperate, with other Consultants who may be retained by the County in conjunction with this Project.
- 1.5.7 Qualified Staff; Sufficient Personnel.** The 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 Appendix C ("**Key Personnel**"). The CMA will set forth on **Appendix C** a description, in reasonable detail, of the assignment, current hourly rate, qualifications, disciplines, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. Appendix C will also identify those Key Personnel who are employees or principals of subcontractors identified pursuant to Section 1.5.9 below, setting forth the same information as required of its own employees and identifying the subcontractors CMA 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 1.5.7. 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 subcontractors it has identified in Appendix D for services to be provided pursuant to this Agreement. No other subcontractors 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 Appendix D affiliated with the subcontractors therein identified or other subcontractors 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 Appendix D to the Project Director within 14 days after the Effective Date and from time to time thereafter, as subcontracts are executed, setting forth the agreed upon compensation to be paid to each subcontractors. 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.** All documents, data, studies, drawings, specifications, CADD files, meeting minutes, schedules, notices, logs, supplemental information and reports, and any revisions or additions to any of the foregoing prepared or received pursuant to this Agreement by the CMA, its subcontractors, agents and employees (the "**Project Documents**") will, upon the preparation thereof and at all times and in all events thereafter, be the property of the County; provided, however, that standard design details and specifications created prior to the date of this Agreement and not unique to the Project (the "**Excluded Project Documents**") will remain the property of the AOR, subject to an irrevocable license which is hereby granted to the County for full use and enjoyment of the Excluded Project Documents for any purpose for one hundred years or as long as the Project is in existence. For the purposes hereof, this Agreement constitutes a Bill of Sale from the AOR and all of its subcontractors in favor of the County for the Project Documents (other than the Excluded Project Documents). The AOR, 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 AOR will cooperate with the County and provide all such professional services of the AOR as may be necessary or required by the CMA 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 AOR. If it is determined that any such claim arose out of negligent errors or omissions of the AOR or any of its subcontractors, such services will be without additional compensation to the AOR, its employees, agents and subcontractors.
- 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.
- 1.5.14 CMA's Work Restrictions.** The CMA is expressly prohibited and restricted from serving as a general contractor or subcontractor in any other aspect of the Project, including but not limited to serving as a construction manager or general contractor for the Project, and serving as a subcontractor or

prime contractor for the construction manager or general contractor.

- 1.5.15 AOR Promotional Materials.** The AOR 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 AOR's materials will not include the County's confidential or proprietary information.
- 1.5.16 Conflict Of Interest.** The CMA covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. The 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 subcontractors 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.
- 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 cannot 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.
- 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. Assurance of compliance with this requirement by the CMA's employees, agents and subcontractors will be the responsibility of the CMA.
- 1.5.19 Lobbyist Ordinance.** 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.
- 1.5.20 Accident Reports.** The Chief Procurement Officer will be given written notification within twenty-four (24) hours of receiving notice of any occurrence, on the site or otherwise, which pertains in any way to this Agreement and involves the CMA's own personnel, or those of any of its subcontractors

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 subcontractors to the limits indicated by laws, ordinances, permits and/or direction of the Project Director and will not unreasonably or unnecessarily encumber the premises with materials or debris. The County reserves the right to prohibit any person from entering a County facility for any reason. All contractors and subcontractors of the 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.

ARTICLE 2 BASIC SERVICES

2 BASIC SERVICES

The CMA's Basic Services consist of the following services under Article-2 Basic Services; Section 2.1-General (in parts, or as inferred); Section 2.2-Program Phase (Endoscopy Suite Only); Section 2.3-Schematic Design Phase (for Reference Only); Section 2.4-Design Development Phase (for Reference Only); 2.5-Construction Document Phase (for reference Only); Section 2.6-Bidding/Negotiation Phase (in parts, or as inferred); Section 2.7-Pre-Construction Services (in parts, or as inferred); Section-Construction Services (in parts, or as inferred); All Sections identified as "For Reference Only" are to be performed by the AOR. Any statement referencing specific work of the AOR is informational for the CMA.

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.

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

2.1.1.3 Submittals/Deliverables. Any and all document submissions/deliverables required to be produced by the AOR pursuant to this Agreement will be delivered to the CMA /**Project Director**. The AOR will, as a part of its Basic Services and not as Reimbursable Expenses, submit six (6) hard copies and one (1) copy in PDF format of written report-type submissions/deliverables. As part of Basic Services and not as Reimbursable Expenses, the AOR will submit six (6) hard copies, one (1) copy in PDF format and one (1) copy in original drawing or other format of all drawing-type submissions/deliverables. If more than the required six (6) hard copies of submissions/deliverables described in this Section 2.1.1.3 are requested by the County, then only such additional copies will be reimbursed as Reimbursable Expenses, if submitted in accordance with Section 6.3. Where approval or acceptance is required on the part of the County of such submission/deliverable, the Project Director will, in accordance with Section 4.1, be responsible for notifying the 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 will 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 for Services**. 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) updated site plan and photos; (b) the most recently accepted Schedule for the Project; (c) status of compliance with Government and Other Standards, and an updated copy of the checklist described in Section 2.1.9; (d) activities completed since the last report; (e) items pending since the last report (f) projected progress; (g) outstanding decisions required from others; (h) change order summary; (i) a lien claim summary; (j) a list of known defects and status of corrections taken; (k) a list of any known problems that may have a material, adverse impact on the design, construction or cost of the Project; and (l) and all matters of which the 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.
- 2.1.4.2 Statement of Probable Cost. For the MRI Suite , the CMA will review and monitor the detailed cost estimate issued by the contractor.** for Part Two, prior to commencement of the Schematic Design Phase, the CMA will prepare and submit for the County's review, a preliminary **Statement of Probable Cost** based on available information, including, without limitation, design objectives and the Budget.
- 2.1.4.3 Detailed Cost Estimates.** The CMA will prepare detailed cost estimates and, based on the cost estimates, update its Statement of Probable Cost at the completion of the following stages: (a) completion of 100% Schematic Design Phase; (b) completion of 50% Design Development Phase; (c) completion of 100% Design Development Phase; (d) completion of 50% **Contract Documents**; (e) completion of 95% Contract Documents; and (f) completion of 100% Contract Documents.
- 2.1.5 Coordination with Other Professionals.** The 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 AOR 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 will advise the County concerning the advisability and feasibility of separating the Project into various phases of work and the advisability and feasibility of the County's assignment of any portion of the construction of the Project to the County's own forces.
- 2.1.8 Checklist of Government and Other Standards. Prior to the commencement of the Schematic Design Phase,** the CMA AND THE AOR will identify all governmental agencies having statutory or regulatory authority over the Project and prepare a checklist of Government and Other Standards, including all permits and approvals required for the completion of the Project, which relate to the construction, use and occupancy of the Project. The CMA will provide such checklist to the County, and will update the checklist during the course of the Project.
- 2.1.9 Preliminary Permit Approvals.** While it is the responsibility of the appropriate Contractor to obtain building permits required for this Project, it is the responsibility of the AOR to obtain written approvals from the appropriate governmental authorities, including but not limited to building departments and fire department or marshals, to the extent such written approvals are issued by such authorities, reflecting that the Project Documents satisfy local codes and ordinances, and have been approved for issuance of required permits. Written approvals required by this Section must be secured and transmitted to the County prior to the Bidding/Negotiation Phase.

- 2.1.10 Assistance with Permits.** The AOR will assist the County and its CMAs and Contractor in the obtaining of all necessary permits and approvals for the Project. In connection therewith, the AOR will: (a) for the approval of the County, prepare or make changes to such Project Documents as are needed to obtain all permits, approvals, licenses, accreditation and certifications needed for the Project and the construction, use and occupancy of the Project; (b) assist the County in connection with the County's responsibility for filing documents required for the issuance of such permits, approvals, licenses, accreditation and certifications; and (c) as requested by the County, attend and participate at hearings before such governmental authorities and other agencies as may be needed to obtain such permits, approvals, licenses, accreditation and certifications. The CMA's responsibilities under this Section will continue throughout the term of this Agreement. For Projects sited in the City of Chicago, the CMA will have additional responsibilities as to building permits, which are specifically outlined in Section 2.6.2.
- 2.1.11 Schedule.** Prior to the commencement of the Schematic Design Phase, the AOR will prepare FOR THE CMA and submit for the County's review and approval, a **Schedule** for all related management, design, construction and other Project activities. The reflection of construction activities and durations will be preliminary, since the Contractor, once the Contract is awarded, will be submitting a construction schedule for review and approval by CMA and County.
- 2.1.11.1 Milestones.** The Schedule will identify key **Project Milestones**, durations and completion dates and will address appropriate County review periods. The AOR will prepare refinements, with reasonable explanation therefore, of its Schedule detailing and coordinating component elements of design responsibility as well as other aspects of Project related activities.
- 2.1.11.2 Other Specific Schedule Requirements.** The AOR will prepare the Schedule so that it: (a) includes adequate allowances for the County's review of the AOR's work and for such governmental, regulatory and accrediting agency approvals as may be required in connection with the Project; (b) is consistent with building design and construction industry customs and practices in and about Cook County, Illinois and with the County's practices and procedures; and (c) is consistent with the other schedules developed and accepted by the County for this Project.
- 2.1.11.3 Adherence to Schedule.** Time limits established by the Schedule will not, except for reasonable cause or following written approval, which approval will not be unreasonably withheld, be exceeded by the AOR or the County. The CMA's services will be performed in accordance with the Schedule and as expeditiously as is consistent with the Standard of Care and the orderly progress of the Work. Once the Contractor's Time Schedule is approved, the Time Schedule will govern the construction activities of the Project, and the CMA will utilize the Time Schedule in administering the Contract Documents during the construction phase. From and after approval of the Time Schedule, references in this Agreement to the "Schedule" will be deemed to refer to the Time Schedule. The CMA is not responsible for UPDATING THE Time Schedule, but will review updates and advise the County on updates to the Time Schedule.
- 2.1.11.4 Notice of Failure to Adhere to Schedule.** Once the Schedule and the Time Schedule are approved by the County, it is the responsibility of the CMA to promptly notify the County of any failure of strict adherence to the Schedule or the Time Schedule by any party or entity. The CMA will promptly notify the County of any conditions, events or the occurrence of any other known matter which has or may cause a delay in the Schedule or the Time Schedule.
- 2.1.11.5 Notification of Milestones.** Seven (7) days prior to each Milestone within the Schedule or the Time Schedule, the 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. Failure to comply with this Section will waive the CMA's right to seek additional compensation in the event of any delay in the Project.
- 2.1.11.6 Submittals.** Unless otherwise directed by the County, the CMA will submit all milestone submittals required for the Project complete and in an organized format. Partial submittals will not be accepted. Notwithstanding any milestone submittal date accepted by the County, the actual submittal date will be when all required documents for the submittal are received by the County.

2.2 PROGRAM PHASE

The CMA will provide professional Program services for the Endoscopy Suite project only and does not apply to the MRI Suite to develop a **Program** for review for approval by the County.

- 2.2.1 Review Project Requirements.** The CMA will review the needs and requirements of the Project based on site investigations and any available information provided by the County and will obtain and review such additional information which the CMA deems necessary or useful in the performance of its duties and obligations under this Agreement.. The CMA will coordinate and conduct interviews with designated representatives from the User Agencies under the auspices of the Office of Capital Planning and Policy. During this phase, the CMA will gather and compile all relevant data required to set forth the objectives for the design of the Project. This will include but not be limited to number and type of users, net and gross space analyses, an itemization of rooms required, their sizes and function, technical, MEP, HVAC, IT, telecommunications, security, equipment, energy usage and requirements, LEED, sustainability, other green objectives, special challenges, limitations and all other necessary criteria and requirements of the Project. The CMA will organize the results into a comprehensive Program, including relationship and flow diagrams and include an estimate of probable cost with the 100% Program Phase Report.
- 2.2.2 Information to Be Provided by County.** The County will provide the CMA with the relevant documentation and information pertaining to the Project that the County has in its possession to facilitate the CMA's review of Project needs and requirements and will reasonably cooperate with the CMA with respect to such review.
- 2.2.3 Site Visits.** The CMA will have the appropriate personnel perform such site visits to the Project site as are necessary such that the CMA and Subcontractors become thoroughly familiar with the Project site and its surroundings and make all reasonable efforts to verify the accuracy of any County "as- built" drawings related to the CMA's work. In the event such "as-built" drawings do not exist, the CMA will make all reasonable efforts to determine existing site conditions, including requirements for asbestos removal and abatement plans. Invasive investigations (above and beyond any such investigations included in Basic Services pursuant to Appendix B will not be required unless recommended by the CMA and accepted by the County as Additional Services.
- 2.2.4 Recommend Additional Studies.** In connection with such site visits, the CMA will correlate its observations with all the requirements of this Agreement and determine whether any studies not already specified as part of the CMA's Basic Services, including, without limitation, soil, environmental, flood plain, utility and traffic analyses, and any surveys and title searches are required by law or by the requirements of the Project and will advise the County in writing of its determination.
- 2.2.5 CMA Responsible for Adequate Investigation.** Notwithstanding anything to the contrary contained in this Agreement and without limitation on any other rights and remedies of the County, the CMA will be obligated at its cost and expense to revise any document prepared by the CMA, its subcontractors, agents or employees for the Project if the matters covered by such revisions could and should reasonably have been discovered by the CMA in the performance and observance of its services under this Agreement.
- 2.2.6 CMA's Statement of Scope.** The CMA will confirm in writing its understanding of the scope of the Project, analyze all potential issues and provide a statement that the information provided by the County and obtained by the CMA from other sources is complete enough to begin design services, and if such information is not complete enough, the CMA will identify and procure any information necessary to enable the CMA to begin design services. In the event the CMA is unable to procure the information it requires to commence design services or the cost to procure such information is excessive, the CMA will advise the County of such facts and the County may either procure such information for the CMA or direct the CMA to proceed without such information if the County deems that such information is non-essential. Such review will be submitted to the County in the form of a written report which will include, among other things, a detailed identification of the information relied upon by the CMA, and will be submitted to the County within 30 days after the Effective Date of this Agreement.
- 2.2.7 Program Analysis Report.** The Program Analysis Report will serve as a basis for the design logistics of the Project. The CMA will, after consultation with the County and based on the program development described in Section 2.2, determine design objectives, flexibility, expandability, limitations and design criteria. The CMA will prepare, for review and approval by the County, a Program Analysis Report containing the recommended Project criteria supplemented by all other information deemed necessary by the CMA and the County to form a complete basis for the Project design logistics. The CMA will upon notice from the County correct any weaknesses and inconsistencies in the Program Analysis Report as it relates to the Project and submit a revised report.
- 2.2.8 Conditional Approval of the Program Analysis Report.** The CMA will obtain the County's conditional approval

for the Program Analysis Report prior to proceeding to the Schematic Design Phase. Failure to do so will not relieve the CMA from any responsibility or revision required for this service. The Program Analysis Report will not constitute or be construed to be a system design of any type and the acceptance and approval of a Program Analysis Report by the County will not constitute an approval of such.

2.3 SCHEMATIC DESIGN PHASE

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

- 2.3.1 Preliminary Circulation Plan.** The AOR will develop a preliminary Circulation Plan which sets forth the access, delivery and removal and storage of materials on the Project site for ingress and egress. The AOR will provide Schematic design phase services as required for the preliminary development of the Circulation Plan.
- 2.3.2 Weekly Schematic Design Meetings.** The AOR will schedule and conduct weekly schematic design review meetings and other meetings as needed with the County and such of the County's CMA as appropriate, and will provide minutes of all such meetings to all participants within five days of each meeting. Times, dates and locations of meetings will be subject to approval by the County.
- 2.3.3 Continuation of Information Gathering.** The AOR will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Schematic Design Documents and to inform the County of the status and progress of such Schematic Design Documents.
- 2.3.4 Alternative Approaches; 50% Schematic Design:** Unless noted otherwise, the AOR will provide to the County, a minimum of three (3) alternative conceptual approaches to the design and construction of the Project for the County's review and selection. The AOR will revise the selected concept as requested by the County where such concept requires refinement to meet the Program needs. Such requests may be made for any purpose including, but not limited to, design considerations, constructability, value engineering and scheduling considerations. The AOR will provide additional alternative approaches without additional remuneration where the selected concept does not meet the Program needs. The final concept which will include preliminary circulation will comprise the 50% Schematic Design Documents.
- 2.3.5 100% Schematic Design.** Upon the County's conditional approval of the 50% Schematic Design documents the AOR will prepare the 100% Schematic Design Documents which will further refine the general arrangements and other components to assure functionality and compliance with the Program needs.
- 2.3.6 Detailed Cost Estimates.** The AOR will update its Statement of Probable Cost at the completion of 100% Schematic Design Phase, in accordance with Section 2.1.5.3.
- 2.3.7 Continuation of Schematic Design Services.** The AOR's responsibilities under this Schematic Design Phase will continue through the end of the Bidding/Negotiation Phase. Should it become apparent during a later phase, up to and including the Bidding/Negotiation Phase that an error or omission was made by the AOR during this phase, the AOR will provide all corrections required to all documents without further remuneration from the County.
- 2.3.8 Conditional Approval of Schematic Design Phases.** The AOR will obtain the County's conditional approval for the 50% Schematic Design submittal prior to proceeding to the 100% Schematic Design phase and approval for the 100% Schematic Design submittal prior to proceeding to the Design Development. The Schematic Design Phase is intended to establish the general layout, scales, components and their relationships as enumerated in Section 2.3 and generally established industry practice. The County's review and conditional approval of Schematic Design concepts will not constitute or be construed to be an acceptance or approval of any specific system design.

2.4 DESIGN DEVELOPMENT PHASE

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

- 2.4.1 Development: Minimum Requirements.** The Design Documents will minimally consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical, fire protection and life safety engineering components, security features, materials and such other elements as may be appropriate. The design documents will include cross referenced sections, details and plans, column lines, equipment clearances and dimensions for finished rooms, corridors, building and other components, elevations, design details, sections and plans and all other information required to adequately convey the scope of work. The AOR will make any adjustments authorized by the County in the Program, Schedule or the Budget,
- 2.4.2 Revisions to Conform to County Approvals.** As part of Basic Services and at no additional charge to the County, the AOR will prepare such revisions to the Design Development Documents as the County may request if the documents deviate from approvals given by the County. The AOR will be compensated if the County requests changes that are contrary to previous approvals and substantially increase the scope of the Project. The AOR will prepare the Design Development Documents so that such are in conformance with the Budget.
- 2.4.3 Phasing.** The Design Development Documents will specifically address any phasing requirements of the Project, and the design will be directed to minimizing both construction and operating costs.
- 2.4.4 Continuation of Information Gathering.** The AOR will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Design Development Documents and to inform the County of the status and progress of such Design Development Documents.
- 2.4.5 Information and Product Sheets.** The AOR will provide the County, for review and approval information and product sheets for components and building systems the AOR proposes to use in the design of the Project. The County reserves the right to request specific products or components where the County wishes to standardize systems or for special use areas such as hospitals, detention facilities, courthouses and other building types.
- 2.4.6 Choice of Materials.** The AOR will design the Project with materials and equipment it determines from its knowledge and experience to be in the best economic interest of the Project; provided, however that the County will have the authority to direct the AOR to utilize specific materials or equipment for the Project design, as long as such equipment or materials conform to the Budget. The County may request changes in texture, finish or materials affecting the appearance, decoration or utility of the Project. If during the course of design or construction, the AOR becomes aware of conditions which make material, equipment or labor unavailable or which will materially affect the supplies thereof; the AOR will so advise the County so that appropriate planning may be considered.
- 2.4.7 Coordination with Information Technology.** The AOR will coordinate its design for the Project with the County's selections of telephone, data communications, audiovisual, security and computer systems.
- 2.4.8 Long Lead Items.** The AOR will identify and prepare a schedule for the procurement of long lead items. In preparing this schedule, the AOR will coordinate with the County for the method of purchase for timely delivery of such long lead items.
- 2.4.9 Detailed Cost Estimates.** The AOR will update the Statement of Probable Cost at the completion of 50 %,and 100% Design Development documents, , in accordance with Section 2.1.5.3.
- 2.4.10 Conditional Approval of Design Development Documents..** The AOR will obtain the County's conditional approval for the 50% Design Development Document submittal prior to proceeding to the 100% Design Development Document phase and approval for the 100% Design Development Document Phase prior to proceeding to the Construction Documents Phase.. The County's review and conditional approval of Design Development Documents will not constitute or be construed to be an acceptance or approval of any specific system design where the County is required to rely upon the AOR's knowledge for such design.

2.5 CONSTRUCTION DOCUMENTS PHASE

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

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

2.6 BIDDING/NEGOTIATION PHASE

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

- 2.6.1 Printing Bid Documents.** The AOR will provide electronic bidding documents (on CD in PDF format) for the use of prospective bidders. The AOR will provide **TWENTY-FIVE (25)** Sets of electronic bidding documents as part of Basic Services. If more than the foregoing twenty-five (25) Sets are requested by the County, then only such additional Sets may be reimbursed as Reimbursable Expenses, if documented in accordance with Article 6. A "**Set**" of bidding documents will be defined as one (1) copy of Volume I (Instructions to Bidders; General Conditions; Special Conditions; Miscellaneous and Execution Forms), one (1) copy of Volume II (Specifications) and one (1) Set of Drawings. Additionally, as part of the Basic

Services, the AOR will provide four (4) complete, printed record bid Sets to the County. Each "record bid set" will be defined as one (1) copy of Volume I, one (1) copy of Volume II, one (1) copy each of all additional volumes of technical and other specifications, and one (1) copy of the drawing Set. Additionally, the AOR will provide one (1) electronic copy (on CD or flash drive in PDF format) of the record bid set to the County. **All costs of printing specified in this Section are included in Basic Services and are not Reimbursable Expenses.**

Reimbursable Expenses.

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

2.7 PRECONSTRUCTION PHASE SERVICES

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

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

County's approval.

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

2.8 CONSTRUCTION SERVICES PHASE

The AOR will provide administration of the Contract Documents in accordance with best practice standards and all other services required as noted in their contract. The provision of an CMA will not reduce the AOR's responsibilities. The AOR will cooperate and coordinate with the County's CMA for all Project related tasks and activities.

- 2.8.1 General Requirements and Provisions.** The AOR will provide administration of the Contract Documents. The AOR will provide administrative, management and related services as required to monitor, and report on the activities of the Contractor with regard to the progress of the Work and the completion of the Project in accordance with the County's objectives for cost, schedule and quality as provided in the Schedule, Budget, Statement of Probable Costs and Contract Documents.

2.8.1.1 Duration of Construction Phase Services.

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- 2.8.1.2 Advice during Construction Phase.** The CMA will advise and consult with the County during construction until final payment to the Contractor is made and all other obligations under this Agreement are completed to the County's satisfaction. The CMA will have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written instrument.

- 2.8.1.3 Monitoring of Progress and Performance.** The CMA will monitor progress and performance of the Contractor. The CMA will promptly give notice and recommend courses of action to the County if requirements of the Contract Documents are not being fulfilled and, with the concurrence of the County, initiate the directive that corrective action be taken by the appropriate responsible party.

- 2.8.1.4 Communication through 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 will endeavor to communicate through the CMA on matters of Project design. Communications by and with the CMA's subcontractors will be through the CMA.

- 2.8.1.5 Construction Progress Meetings.** The AOR/CMA will attend all construction progress meetings not less than once per week during the Construction Services Phase to discuss matters of, progress, problems and scheduling of the construction phase of the Project. Times, dates and locations of meetings will be subject to approval by the County.
- 2.8.1.6 Limitation of AOR/CMA's Responsibilities; Contractor's Work.** The AOR/CMA will not have control over or charge of and will not be responsible for the Contractor's implementation of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The AOR/CMA will not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents or Government and Other Standards. No provision of this Agreement will be interpreted to confer upon the AOR/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.
- 2.8.1.7 Access to Work.** The AOR/CMA will at all reasonable times have access to the Work wherever it is in progress.
- 2.8.2 On-Site Construction Observation.** During the Construction Services Phase, the AOR will provide at least 20 hours per week of on-site construction observation of the progress of the Work to determine that the Work generally conforms to the requirements of the Contract Documents and Government and Other Standards.
- 2.8.2.1 General Conformance with Contract Documents.** The AOR/CMA will review conformance of the materials and workmanship to the standards established by the Contract Documents and Government and Other Standards, review the Work and evaluate test reports and will notify the County promptly of any deficiencies observed in Contractor's Work. Project meetings or other meetings, including coordination meetings with the County or other AOR/CMAs or contractors on site, will not be considered part of the hours allotted to construction on-site observation.
- 2.8.2.2 Specialized Site Observations.** The AOR/CMA will provide structural, mechanical, electrical, fire protection and life safety engineers, from its own employees or subcontractors, to perform on-site observation of the progress and quality of the Work, and to determine that the Work, when completed, will generally conform to the requirements of the Contract Documents and Government and Other Standards, at intervals appropriate to the stage of construction or to the AOR's participation in the Project. On-site observation will consist of visual observations of materials, equipment and construction. Such on-site observation will not be relied upon by others as acceptance of the Work, nor will it be construed to relieve the Contractor in any way from its obligations and responsibilities under the Contract Documents.
- 2.8.2.3 Advice as to Observable Defects.** On the basis of such on-site observation, the AOR/CMA will keep the County informed of the progress and quality of the Work and will endeavor to guard County against observable defects and deficiencies in the Work and variances from the Contract Documents and Government and Other Standards, and will promptly report to the County any observed defects, deficiencies or variances. The parties acknowledge that during the progress of the Work, certain Work may not be in compliance with the Contract Documents, but will be in compliance by the time such portion of the Work is completed. Therefore, the AOR/CMA's obligation to "promptly" report defects, deficiencies, variances and other matters is intended to require the AOR/CMA to notify the County at such time as the AOR/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 AOR/CMA acknowledges that early discovery of such defects, deficiencies, variances and other matters are important in avoiding rework and additional costs.
- 2.8.2.4 Field Reports.** Within seven (7) days of each on-site observation, the AOR will submit a field report to the County, with a copy to the Contractor.
- 2.8.3 Reporting and Documentation Requirements.** In addition to the Monthly Progress Reports required under this Agreement, the CMA will be responsible for the following reports. Any of the following may be included in the Monthly Progress Reports, unless otherwise requested by the Project Director.
- 2.8.3.1 Updates of Statement of Construction Costs.** The CMA will update the *Statement of Construction Cost* at least monthly, incorporating changes accepted by the County as they arise, and submit to the County the updated Statement of Construction Costs within ten (10) days after the earlier of the preparation thereof, or the end of each month.
- 2.8.3.2 Cash Flow Reports.** The CMA will also be responsible for developing cash flow reports and forecasts on a

quarterly basis and for submitting such reports of forecasts within ten (10) days after the end of each quarter. Such cash flow reports will identify variance between actual and budgeted cash flow and costs of the Project. The CMA will promptly advise the County whenever the AOR is in possession of information indicating that the actual Project costs exceeds the Statement of Construction Cost. The CMA will submit a cash flow report identifying the variance between actual and budgeted cash flow costs of the Project.

- 2.8.3.3 Cost Accounting Records.** The CMA will maintain cost accounting records on authorized Work performed; additional Work performed on the basis of actual costs of labor and materials; and/or other Work requiring accounting records in accordance with standards and formats accepted in writing by the County.
- 2.8.3.4 Review and Certification of Contractor's Payment Applications.** The AOR/CMA will review the Contractor's applications for progress payments and final payments, all documentation in support of such applications, including but not limited to waivers of lien and affidavits, and all other documents to be submitted by the Contractor as a precondition for payment including but not limited to progress reports and as built drawings. Based on this review, as well as its visits to the construction site and any other information it has, the AOR/CMA will provide a written certificate to the County indicating: (a) whether the Contractor's Work has progressed to the point indicated on the application for payment based on documentation and observation of the quantity and quality of the Contractor's Work as furnished to and made by the AOR/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 AOR/CMA recommends payment.
- 2.8.3.5 Special Reports.** Where special requests for reports are made by the County, the CMA will submit within seven days of the County's request, a written statement of the Project progress; summary of payments made; and construction status in accordance with the Contract Documents.
- 2.8.3.6 Written Interpretations of Contract Documents and Responses to RFI's.** The AOR/CMA will issue written interpretations of the Contract Documents and written responses to all requests for information ("RFI's"). The AOR/CMA will make recommendations within seven days of receipt of the submission to the AOR/CMA, on all requests of the County or the Contractor relating to the execution and progress of the Work and on all matters or questions related thereto. Any directive affecting construction costs and/or schedule will only be issued by the County.
- 2.8.4 Other Contractor Oversight and Assistance.**
- 2.8.4.1 Review of Inspections, Testing, Systems, and Equipment.** The AOR/CMA will review the Contractor's inspection and testing of utilities, operational systems and equipment for readiness and will monitor the initial start-up and testing of such systems and equipment.
- 2.8.4.2 Coordination of Reviews and Inspections.** The AOR/CMA will assist the County and the Contractor in coordinating federal, state, local governmental and regulatory agency reviews and or inspections as necessary for obtaining certificate(s) of Substantial Completion in accordance with the Contractor's agreement with the County.
- 2.8.4.3 Evaluation of Substitutions.** The AOR/CMA will provide services/coordinate with any other consultants providing services in connection with evaluating substitutions proposed by the Contractor after issuance of Contract Documents and making subsequent revisions to drawings, specifications and other Project Documents resulting therefrom.
- 2.8.4.4 Review Of Contractor's Documentation of Work.** During the course of construction, the AOR/CMA will consult with the Contractor and review the Contractor's marked-up prints, as-built drawings and other data necessary for documentation of the Work and any changes in the Work, and will forward such documents to the County, with appropriate recommendations, for the County's review and records.
- 2.8.5 Disputes; Non-Conforming Work.**
- 2.8.5.1 Authority to Reject Nonconforming Work.** The CMA will 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 will promptly notify the County, in writing, of such nonconforming Work and will provide recommendations for corrective action regarding such Work so that the County can determine whether such Work should be rejected. In the event the County determines that such Work should be rejected, the CMA will execute the County's directive to reject such Work. Whenever the CMA considers it

necessary or advisable to comply with the intent of the Contract Documents, the CMA will recommend to the County, in writing, when additional inspection or testing of the Work should be conducted, whether or not such Work is fabricated, installed or completed.

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

2.8.6 Revisions, Change Orders.

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

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

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

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

2.8.7 Substantial and Final Completion.

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

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

necessary given the number of phases.

- 2.8.7.3 Receipt of Required Documentation.** As part of the process of certifying Substantial Completion, the AOR will receive, review for compliance with the Contract Documents and forward to the County for the County's review and records, as-built drawings, test certifications, and related documents required by the Contract Documents and assembled by the Contractor. The AOR will not issue a certificate of Substantial Completion until the requirements of this Section have been met. Once it has been determined that the Contractor's documentation conforms to the Contract Documents, the AOR will, upon approval from the County, transmit the documentation to all individual(s) designated by the County.
- 2.8.7.4 Final Completion; Documentation.** AOR will issue a final certificate for payment upon compliance with the requirements of the Contract Documents. The AOR will secure and transmit to the County required guarantees, affidavits, releases, bonds and waivers. In addition, the AOR will deliver all information that it obtains from the Contractor, or a subcontractor including keys, manuals, record drawings and maintenance stocks. The AOR will promptly notify the County if, in the AOR's judgment, any of the documents assembled by the Contractor fails to conform to the Contract Documents.
- 2.8.7.5 Punch List(s) and Inspection(s) Pursuant to Final Completion.** Upon date or dates of Substantial Completion for the Project, the AOR/CMA will participate in the development of completion punch list(s) prepared by the Contractor for the Project and will prepare a statement as to the Contractor's completion of corrective Work. The AOR will arrange for an inspection for Final Completion and will review whether all Work performed by the Contractor is in accordance with the requirements of the Contract Documents.
- 2.8.7.6 Contractor's Final Payment Certification:** The AOR will review and certify the Contractor's final payment application once it has been established that the Work is complete and in conformance with all Contract Documents.
- 2.8.7.7 Closeout Reports.** After Final Completion of Work, the AOR 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; Warranties and related items. The AOR will submit Two original copies and one electronic copy in PDF format as part of the Basic Services

2.9 POST CLOSE OUT SERVICES

2.9.1 COMMENCEMENT

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

2.9.2 CLOSE OUT MEETINGS

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

2.9.3 SERVICES FOLLOWING PROJECT CLOSEOUT

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

ARTICLE 3 ADDITIONAL SERVICES

3 AUTHORIZATION AND REIMBURSEMENT

The additional services described in this Article 3 are not included in Basic Services unless otherwise noted in Appendix B. The CMA will furnish any of the services described below and will be paid for such services in accordance with Section
Sept 2013

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 (Intentionally Deleted)
- 3.2 ENGINEERING AND TESTING SERVICES (Intentionally Deleted)
- 3.3 DESIGN AND MANAGEMENT (Intentionally Deleted)
- 3.4 DOCUMENTS AND APPLICATIONS (Intentionally Deleted)
- 3.5 SITE REPRESENTATION AND OBSERVATION (Intentionally Deleted)
- 3.6 PROFESSIONAL OR CONTRACTOR DEFAULT (Intentionally Deleted)
- 3.7 INVESTIGATIONS, INVENTORIES AND ASSESSMENTS OF EXISTING FACILITIES (Intentionally Deleted)
- 3.8 SERVICES AFTER PROJECT CLOSEOUT (Intentionally Deleted)
- 3.9 OTHER SERVICES (Intentionally Deleted)

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 consultants 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 services this 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 \$150,000 or extend the scheduled completion date of the Agreement by more than one (1) year from the completion date of this Agreement shall be submitted to the Project Director for approval by the Chief Procurement Officer and the County's Board of Commissioners (the "Board").

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

- 4.1.6 **Authorization to Issue Written Notices.** The Director of the Office of Capital Planning and Policy, or his authorized representative, is authorized to issue all written notices to the 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 will approve or accept work of the CMA only where such work conforms with the following conditions: (i) the work has been performed in accordance with this Agreement; (ii) cost estimates are below the Budget; and (iii) cost estimate and design quality deviations and discrepancies are reconciled or in the process of reconciliation to the satisfaction of the County. The County not obligated to authorize any work or accept advice, recommendations or directives of the 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 will furnish any documentation or surveys in the County's possession describing physical characteristics, legal limitations and utility locations for the site of the Project and any legal description of the site that the County has in its possession.
- 4.1.9 Geotechnical Engineers.** The County will furnish the services of geotechnical engineers to the extent necessary for the Project. The CMA will, on a timely basis, recommend the scope of such services and will be responsible for the sufficiency of its recommendations, but will not be liable for the engineers' performance.
- 4.1.10 Services of Other CMAs.** The County, at its discretion, will furnish the services of other CMAs when such services are outside the scope of Basic Services but otherwise necessary for the Project, upon the CMA's request. The County will have the sole discretion in determining what services are necessary for purposes of the Project.
- 4.2 ADDITIONAL RIGHTS OF COUNTY.**
- 4.2.1 Review of Certificates/Certifications.** The proposed language of certificates or certifications requested of the 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. 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.
- 4.2.5 Termination for Lack of Receipt of Necessary Approvals.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement is expressly contingent upon receipt by the County of all necessary approvals to complete the Project from applicable federal, state and local authorities; provided however, that nothing contained herein will be deemed to impose upon the County a requirement for obtaining any permits or other approvals that are generally required to be obtained by the Contractor. In the event the County does not obtain approval for the Project or any phase, portion thereof or if such approval has been cancelled, rescinded or modified, this Agreement or, at the County's election, that part of this Agreement attributable to the phase or portion not approved, cancelled, rescinded or modified will be terminated without further action by either party and thereupon neither party will have any further liability or obligation to the other with the exception of the payment by the County to the 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.
- 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. If the Agreement is terminated by the County, 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 and these will be and become the property of the County. Payment for the work performed before the effective date of such termination will be based upon services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the 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.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

5.2 HARDWARE AND SOFTWARE LICENSING

If any equipment, hardware or software is used by the CMA 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.

5.3 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:

Subrogation and Waiver

During the term of this Agreement the CMA shall require all policies of insurance that are in any way related to the work and are secured and maintained by CMA to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The CMA shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which CMA may have or acquired because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance

Prior to the effective date of any Agreement, the CMA, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Agreement, the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the CMA's responsibility for payment of damages resulting from its operations under any Agreement with the County. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self- insurance programs carried or administered by the County.

The CMA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of any Agreement with the County, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

CMA shall require all Subcontractors to provide the insurance required in any Agreement with the County, or CMA may provide coverage for Subcontractors. All Subcontractors are subject to the same insurance requirements as CMA.

Coverages

Worker's Compensation Insurance: Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy will include the following provisions:

1. Employers' Liability coverage with a limit of
 - \$1,000,000 each Accident
 - \$1,000,000 each Employee
 - \$1,000,000 Policy Limit for Disease
2. Broad form all states coverage

Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverage:

- a) All premises and operations;
- b) Independent Contractor's Protection Liability;
- c) Contractual Liability;
- d) Products/Completed Operations;
- e) Employees included as additional insured;
- f) Broad Form Property Damage Liability;
- g) Cross Liability.

Comprehensive Automobile Liability Insurance

When any motor vehicles are used in connection with the Services to be performed, CMA shall secure Comprehensive Automobile Liability Insurance to cover all owned, non-owned and hired

automobiles, trucks and trailers. The Comprehensive Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

Umbrella Excess Liability Insurance

In addition to coverage and limits specified above, CMA shall secure and maintain a limit of liability no less than \$5,000,000 each occurrence for all liability.

Professional Errors and Omissions Insurance: CMA shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the CMA's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 to \$5,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made from coverage shall be maintained by the CMA for a minimum of three years following the expiration or early termination of this contract and the CMA shall annually provide the County with proof of renewal.

Additional Requirements

1. **Additional Insured:** Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.
2. **Qualification of Insurers:** All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.
3. **Insurance Notices:** All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which CMA commences performance of its part of the work, CMA shall furnish to the County certificates of insurance maintained by CMA. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

Special Insurance Requirements for CMA's Subcontractors Required for Specialized Services and Equipment.

With the exception of unforeseen conditions, the CMA is responsible for providing all services and equipment required to allow it to fulfill the scope of services that is part of any Agreement pursuant to this RFQ. Subcontractors that are required to provide soil borings, destructive testing, operators for boom and crane vehicles required to access the work, operators for generators that may be required to provide electricity for any equipment, etc. will be required to provide insurance specified in any RFP for Services. The CMA is responsible for coordinating and transmitting copies of the insurance to the County.

5.4 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.

5.5 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.

5.6 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 6:

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 **(\$254,790.00)**. Progress payments for Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion.

6.2 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services as described in Article 3 will be either on the basis of a lump sum fee or an hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services will be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services will be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which will not exceed the sum of (\$0.00) 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 **(\$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 2.5.6 or elsewhere in this Agreement); (b) out of town travel requested by the County; (c) messenger services requested by the County; (d) expense of renderings, models and mock-ups requested by the County. All other out of pocket expenses generally incurred in performing the Basic Services will not be considered reimbursable by the County, such as long distance phone calls and faxes, clerical and secretarial services, in house copying, study models, overnight deliveries to team members, local hotel stays, meals, taxi cab expenses, mileage and parking expenses.

The 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 2.1.12.4 and 2.1.12.5, 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 6.5 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 6.5 will remain in effect, enforceable and applicable notwithstanding the termination of this Agreement for any cause.

ARTICLE 7

PAYMENTS TO THE CMA

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 Subcontractors to be Paid. CMA will submit a list (CMA's Sworn Statement) in the County format of the subcontractors providing services during the period covered by such payment, and the amounts billed by and to be paid to such subcontractors. 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 sub-consultant indicating that such sub-consultant 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. 34-31.0 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, subcontractors, 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 subcontractors 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

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 subcontractors, 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 subcontractors, 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.

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 subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

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

No person who is a party to a contract with the County will engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. The 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 sub-consultants in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the County Board of Commissioners has adopted a Minority and Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBE and WBE firms. The Ordinance is found in the Cook County Code, Chapter 34, Sections 34-275 through 285.

8.3.1.1 Options for Meeting Goals. The 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. The 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-consultant's obligations.

ARTICLE 9

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 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.
- 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 Subcontractors 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.

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 CMA will be in default hereunder in the event of a material breach by the CMA of any term or condition of this Agreement where the CMA has failed to cure such breach within ten (10) days after written notice is given to the CMA by the County, setting forth the nature of such breach. Notwithstanding the foregoing, if the nature of such breach is such that it cannot be cured or corrected within said ten (10) day period, CMA will have any additional period reasonably necessary to cure or correct such breach, as long as CMA has commenced to cure or correct such breach within such ten (10) day period and does, in fact, cure or correct such breach as soon as reasonably practicable, provided, however, that such additional period for cure will not exceed ninety (90) days, and further provided that the County will be entitled to reimbursement from 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. Following notice of a material breach, non-compliance or default to the CMA, the County will have the following rights and remedies.

10.3.1.1 Right to Withhold Payments. Except in the case and to the extent provided in Section 10.3.1.3, when the County elects to continue using 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 ten (10) day cure period pursuant to Section 10.2 or the extended cure period when applicable, the County will have the right to terminate this Agreement; provided, however, that the County will give the 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 subcontractors, 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.** In addition, the County will have the right to pursue all remedies in law or equity, including, but not limited to, actions for damages and rights of set off.
- 10.3.2 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 All Remedies Available.** The CMA will have the right to pursue all remedies available in law or equity. In all cases the CMA's damages will be those provable damages not to exceed the value of this Agreement as awarded by the County's Board of Commissioners, less the expenses saved in not having to perform this Agreement. This notwithstanding, due to the critical nature of this Agreement, the CMA will not unilaterally disrupt the operation or unilaterally repossess any component thereof.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11 MISCELLANEOUS PROVISIONS

11.1 DISQUALIFICATION FOR NON-PERFORMANCE

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.

No person or business entity will be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the County's Board of Commissioners. The period of ineligibility will continue for 24 months from the date the County's Board of Commissioners terminates the contract. The 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 CONSULTANT:

Firm Name: Comprehensive Construction Consulting, Inc.
Attn: James Bolden, Vice President
Address: 53 W. Jackson Boulevard, Suite 1201
City, State, Zip: Chicago, IL 60604

11.4 TAXES

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

11.5 GOVERNING LAW AND VENUE

This Agreement will be governed by and construed under the laws of the State of Illinois. The 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 situs 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 HEADINGS

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

11.8 ENTIRE AGREEMENT

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

11.9 SEVERABILITY

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

11.10 NO THIRD PARTY BENEFICIARIES

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

11.11 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

CMA will not assign this Agreement or any part of this Agreement without the express written approval of the Chief Procurement Officer. No such approval will relieve the 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.

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

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

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

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

11.14 SURVIVAL

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

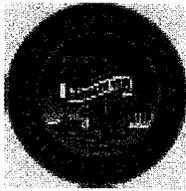
11.15 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

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

11.16 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS

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

END



**Board of Commissioners of Cook
County
Master**

118 North Clark Street
Chicago, IL

File Number: 13-1680

File ID: 13-1680

Type: Contract

Status: Approved

Version: 2

Presenters JOHN COOKE,
: Director, Office
of Capital
Planning and
Policy

Agency: Facilities
Management

File Created: 09/16/2013

File Name: Provident Hospital Outpatient Care Renovation
Projects

Final Action: 11/13/2013

Agenda Item: PROPOSED CONTRACT

Department(s): Office of Capital Planning & Policy

Vendor: Comprehensive Construction Consulting, Inc., Chicago, Illinois

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

Good(s) or Service(s): Professional Construction Management Administrative Services
for Provident Hospital Outpatient Care Renovation

Contract Value: \$259,790.00

Contract period: 18 months from Board Approval.

Potential Fiscal Year Budget Impact: \$259,790.00

Accounts: 9000 Provident Medical Center

Contract Number(s): 13-88-12814

Concurrences:

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Office of the Chief Procurement Officer concurs

Summary: Request for Proposal (RFP) was issued to the pre-qualified group for Professional Construction Management Administrative Services for Provident Hospital Outpatient Care Renovation. An RFP process was followed in accordance with the Cook County Procurement Code. Comprehensive Construction Consulting offers the best value to the County and is recommended for this award.

The Office of Capital Planning and Policy (OCP) is requesting approval to award this contract for Construction Management Administration (CMA) Services to Comprehensive

Construction Consulting, Inc., to oversee the day to day renovation at Provident Hospital/MRI Suite-Design/Build Project and Provident Hospital/Endoscopy Suite Build-Out Project.

Notes: Paused to add summary.

Sponsors:

Enactment Date:

Attachments: Factsheet-PH Outpatient MRI & Endoscopy
Renovation-6Sep13, Backup Cover Memo

Enactment Number:

Contact:

Hearing Date:

Drafter: Evadne.Garth@cookcountyil.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Board of Commissioners	11/13/2013	approved				Pass
Action Text: A motion was made by Commissioner Butler, seconded by President Pro Tempore Steele, that this Contract be approved. The motion carried by the following vote:							

Text of Legislative File 13-1680

APPENDIX A
BOARD AUTHORIZATION

APPENDIX B

SCOPE OF SERVICE/PROJECT APPROCH Provident Hospital Outpatient Care Renovation Construction Management Administration Services

GENERAL RESPONSIBILITIES OF THE CMA

A. Detail of Services

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

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

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

12. Inspections
 - a. Coordination required with all parties to ensure all required reviews and inspections completed and documented.
13. Close-Out
 - a. Establish a close out matrix to satisfy all County close out requirements.
 - b. Hold a meeting to review close out matrix with all parties within two (2) months of NTP to CMA contract.
 - c. Oversight of any commissioning requirements
 - d. Review and distribute updated punch lists, corrective work and inspections.
 - e. Receipt and review of all documentation required for Final Completion.
 - f. Receipt and Review of Required Documentation Required for Substantial Completion
 - g. Close-out reports
 - h. Post close-out services
14. The CMA staff will be located on site. The County will provide space and appropriate office furniture. The consultant will need to provide their own equipment.
15. Cook County may elect to utilize a consultant to digitally photograph the construction project. It will be the responsibility of the CMA to coordinate and manage this consultant on behalf of Capital Planning.
16. The CMA shall review and monitor in conjunction with the Architect of Record the Cook County Ordinance section 2.6 below. All new building construction and major renovations must be designed to meet various requirements for Leadership in Energy and Environmental Design (LEED) certification. Further, in accordance with the County's Green Building Ordinance, all new buildings and major renovations must meet the goal of obtaining at least 8 points in the LEED-NC Energy and Atmosphere category. The level of LEED certification may vary by project. We encourage other recommendations for improving the sustainability for all facilities and landscapes.

Building Construction Ordinance Section 2.6

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

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

Plan of Action



Project Approach

Our approach to the Provident Hospital project is to bring our wealth of technical expertise in constructability and pair it with a solutions based approach to design, budget and schedule. We will work closely with the County and Provident Hospital to insure that during each phase of the project the building will be efficient, clean, dry, and safe which will allow the daily functions of the building to continue without interruption during construction.

Our team spearheaded by our Co-Executives Victor E. Simpkins, Paul King, Elaine Lockwood-Bean, and Smita Shah bring more than 30 years of solid Construction Management experience. Our Senior Project Manager in charge Martina O'Neal will be fully in tune with the County and Provident Hospital. Martina will be supported with a network of key staff members to address issues that arise and work collaboratively with the County and Provident Hospital to address them quickly and efficiently.

Ken Schubert, with his depth of knowledge in Mechanical and Electrical systems, will handle construction management for the mechanical upgrades in Phase I. Tim Conley will lead our efforts in the oversight and management of the new Magnetic Resonance Imaging (MRI) Suite. In addition to his management duties Tim will also take the lead in insuring that the design is accurately translated into constructible solutions for the new endoscopy suite.

Commitment

We understand that the commitment of our key staff is imperative to the successful completion of the Provident Hospital Renovation project. More importantly we understand that keen Construction Management procedures are necessary to insure that none of the day to day hospital functions are interrupted during this process. We not only commit that our key staff as outlined in these qualifications will remain in place for the duration of the project but they will also be committed to the daily coordination with facilities and hospital management to insure that the goals of the overall project are met.



Plan of Action



Project Management Plan

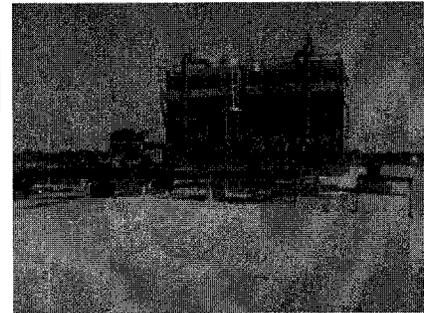
Comprehensive Construction Consulting understands that the object of this RFP is to select at least one contractor that will perform construction management and administration services for the Cook County-Provident Hospital Administration. **Comprehensive Construction Consulting** will insure that the project team is properly staffed at all times. **Comprehensive Construction Consulting** will be familiar with all hospital and AMA requirements for construction compliance, documentation and reimbursement. **Comprehensive Construction Consulting** will develop a filing system for all sketches, test results and calculations to back up the construction management efforts and will cause the files to be maintain so that all information can be obtained easily at any time during or after the three project phases. **Comprehensive Construction Consulting** will provide a set of procedures for coordination meetings and information exchanges between Cook County-Provident Hospital, architects of record (AOR) contractors and other vendors.

Comprehensive Construction Consulting will upon assignment of a construction management contract by Cook County-Provident Hospital Administration, development a detailed scope of services for each task or assignment:

- Executive summary and Introduction describing the project objectives and goals
- Project limits and proposed construction scope of services
- Staffing plan including staff hour assignment of key and support staff members as well as an organization chart
- Description of the firm's duties and responsibilities of other agencies
- Description of the firm's deliverables to insure a complete project file upon the completion of the project.
- Cost estimation and control procedures
- Project schedule and management procedures
- The firm's cost details and supporting documentation

The draft Scope of Services will be submitted for review and the final Scope of Services will be completed prior to the commencement of construction management services.

Comprehensive Construction Consulting will prepare a QA/QC Manual for the Project. The Manual will define the procedures used to control and insure the quality of the design process from scope definition through construction award.



New Rooftop Cooling Tower



Piping and Wires for New Electricity Transformers



Ignition Controls for Boiler Systems



Plan of Action



The QA/QC Manual will address the following:

- Management responsibility
- Design standards and documents Document control
- Process control
- Inspection and testing for construction
- Quality records and audit procedures
- Training

Comprehensive Construction Consulting has QA/QC procedures currently in place for its own construction management process. This plan will serve as the basis for this project plan and is expected to be modified to meet the needs of each individual project phase as required. The plan will be compatible with Cook County-Provident Hospital QA/QC programs. The draft QA/QC Plan will be submitted within three weeks after Notice to Proceed.

Comprehensive Construction Consulting will perform constructability reviews of each Project Phase even though Construction of Phase 1 has started.

Comprehensive Construction Consulting will comment on and make recommendations on coordination with other projects, viability of construction schedule and eventual duration, staging and sequencing of work, and maintenance of Provident Hospital operations. **Comprehensive Construction Consulting** will perform check estimating to insure the proposed budget and proposed contracts pricing is realistic and achievable.

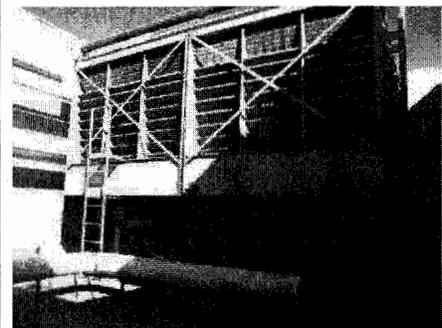
In addition, **Comprehensive Construction Consulting** presents the following narrative/outline as to how it will manage each Project Phase for Provident Hospital-Cook County construction management services. This narrative includes all points and discussion above and the outline found below gives additional detail as to the project approach for each Phase of this project.

Preconstruction Phase

- Set up filing and correspondence system compatible with Provident Hospital-Cook County project systems.
- Review site conditions
- Document existing conditions
- Participate in and coordinate various on-site and off-site preconstruction meetings and prepare meeting minutes



Battery Powered Uninterrupted Power Source (UPS)



Cooling Tower Re-Furbishing



Boiler Upgrades



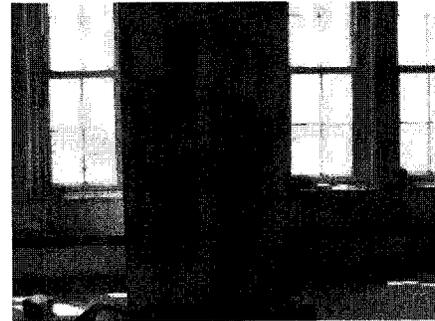
Plan of Action



- Review contract plans and specifications
- Review Provident Hospital-Cook County construction checklists and construction manuals
- Review additional Construction checklists and manuals, i.e. AMA, local regulatory agencies, etc as they may apply
- Respond to and document issues from elected officials, community groups or residents related to this project if instructed to do so by Provident Hospital-Cook County
- Attend any coordination and/or progress meetings
- Provide adequate onsite office space and computer related space for the onsite Team.

Construction Phase

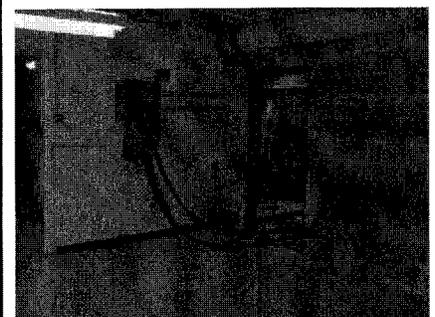
- Coordinate contractor's activities with other agencies and utilities (public and private)
- Perform general safety reviews of the site
- Audit any utility or agency's force account billings, if applicable
- Log and transmit shop drawings or other transmittals to Provident Hospital-Cook County offices and design consultant and for ultimate submission to the Provident Hospital-Cook County project files using the OCPP's web-based management system.
- Verify that incorporated materials or if applicable, approved shop drawings meet contract requirements and monitor/record material inspection certifications.
- Coordinate field work of material testing firms performing services, if any.
- Verify Contractor's layouts
- Inspect all construction documentation per Provident Hospital-Cook County standards as they may apply.
- Resolve design questions and field coordination issues.
- Instruct contractors to remove and replace inferior and/or non-compliant work, and take timely action to prevent any improper Contractor procedures/installations.
- Review and monitor Contractor's schedule/staffing compliance, and monitor fulfillment of schedule milestones.
- Instruct contractors with remedial action plans, as approved by Provident Hospital-Cook County, when Contractors' personnel and equipment are not sufficient to meet project schedules, goals and or milestones.
- Monitor and enforce the MBE/WBE/DBE goals for each construction contractor and communicate deficiencies to Provident Hospital-Cook County as well as note when MBE/WBE/DBE contractors are on the job site and performing.



Branch Box Wiring for Computerized Controls



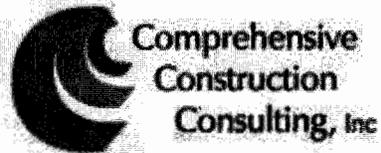
Dedicated Wire Ways for Computer Controls



Electrical System Upgrades



Plan of Action



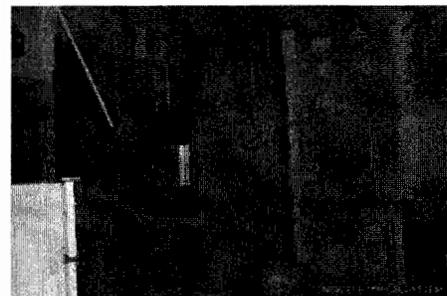
- Monitor equipment movement and material delivery schedules, and identify any equipment and material shortages
- Monitor and document environmental requirements.
- Prepare meeting agendas, attend on-site and off-site meetings as required, chair weekly coordination meetings and prepare meeting minutes
- Review Contractor correspondence and draft responses to the Contractor for Provident Hospital-Cook County for Provident Hospital-Cook County based on input and decisions of Provident Hospital-Cook County.
- Draft project memorandum and field orders as needed.
- Verify partial payment requests and prepare voucher and submit to Provident Hospital-Cook County for processing, including all necessary forms to be in compliance with Providence Hospital-Cook County reporting requirements.
- Interpret contract Plans and Specifications for clarification and answering of claims as well as consult with architects of record to gain needed input in the Request for Information Process.
- Develop and implement a change order review system.
- Audit/justify proposed extras as to need and cost, and prepare proposed contract modifications (PCM's)
- Negotiate contract change orders with Contractor, subject to final approval by Provident Hospital-cook County, and incorporate all revisions into project documentation using the OCPP's web-based management system.
- Reconcile Contractor QC reports and documentation with Provident Hospital-Cook County's QA reports and documentation using the OCPP's web based management system.
- Inspect patient and medical staff traffic flow and access to adjacent medical rooms when needed.
- Maintain "As Built" drawings for reference.
- Maintain up to date **Comprehensive Construction Consulting** cost estimates and propose staffing changes as needed.
- Perform systems assistance in commissioning services including in initial start-up testing and O&M training for Provident Hospital personnel.
- At substantial completion, compile punch list including incomplete or unsatisfactory items and develop a punch list completion schedule.
- Investigate and respond to complaints from the Provident Hospital staff regarding impacts of construction activities.
- Develop material testing guidelines and safety review plans
- Coordinate the onsite activities of other agencies, utilities (public and private), if needed prior to early Contractor activities
- Keep apprised any stakeholders that may be directly affected by construction progress.



New Variable Air Volume (V.A.V.) Boxes



New Horizontal Ductwork



New Electrical Switch Gear



Plan of Action



- Provide adequate on-site space for **Comprehensive Construction Consulting** personnel during the construction inspection services and other equipment incidental to the functions of **Comprehensive Construction Consulting**.
- Respond to and document issues from elected officials or residents related to the project if required to do so by Provident Hospital-Cook County

Post Construction Phase

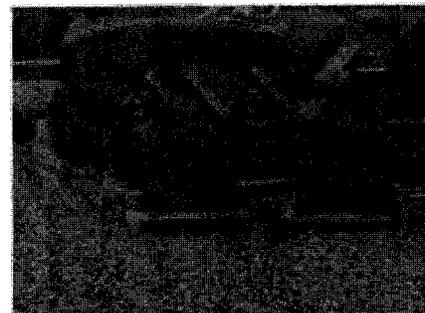
- Review all "As Built" drawings submitted by the contractor
- Prepare final project report using the OCPP's web-based management system.
- Compile and transmit all warranties/guarantees using the OCPP's web-based management system.
- Compile and transmit all operation and maintenance manuals, record drawings, keys and stock items.
- Oversee all punch list work.
- Resolve extra costs and quantity disputes with the contractor
- Compile and submit final documentation, per Provident Hospital-Cook County and AMA standards as they may apply.
- Participate in preparation activities as needed to ready the Provident Hospital-Cook County for litigation defense or contract enforcement as required.
- Transfer "As Built" drawings received for the Contractor to electronic format using the proper CADD software electronic files as provided and specified by Provident Hospital-Cook County.
- Indicate a separate deliverable cost for close out activities for the post-construction phase so as to allow Provident Hospital-Cook County to insure all of the close-out activities are performed before **Comprehensive Construction Consulting** is paid for this work.



New Elevator Control Systems



New Ventilation and De-Humidifying Systems



Fan Motor Replacement



Client Satisfaction Plan



Comprehensive Construction Consulting

Establishes and maintains a Client Satisfaction Plan, which leads to successfully acting as the owners agent. Toward this end Comprehensive Construction Consulting will identify all stakeholders:

- Cook County Office of Capital Planning
- Cook County Medical Board
- Provident Hospital Building Engineers
- Provident Medical staff (doctors, nurses) impacted by project
- Architect
- General Contractor
- Sub Contractors

The stakeholders will be identified during the interview process. Upon notice of selection, prior to the NTP, Comprehensive Construction Consulting will contact the principal stakeholders and establish their respective goals/expectations.

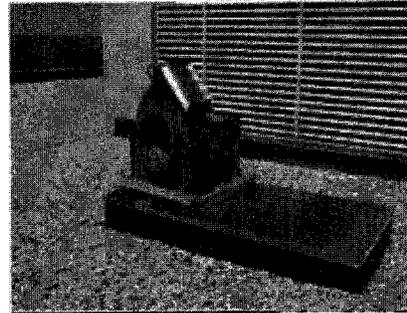
These will include but not limited to:

- Minimization of punch list items without sacrificing quality
 - Keeping construction areas clean by using temporary partitions and/or plastic covers.
 - insure that safety related signage is clearly visible within and around the construction areas.
 - Minimize disruption, to the extent possible, perform noise related activities during off hours
- Comprehensive Construction Consulting will combine and prioritize the various stakeholder expectations, outlining the resolution of completing, conflicting expectations among the stakeholders.

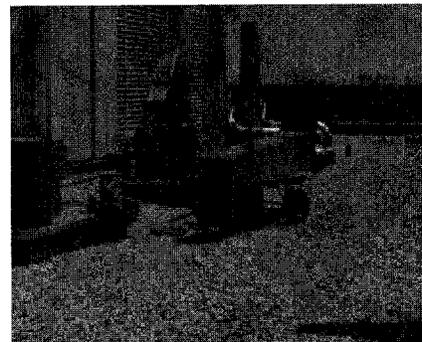
These expectations will be circulated among all project staff and concurrently between the stakeholders.

A CLIENT SATISFACTION SURVEY WILL BE TAKEN AND REPORTED ON MONTHLY AFTER THE 2ND MONTH OF WORK.

The Comprehensive Construction Consulting Project staff will be required to report on meeting and exceeding the expectations and where expectations are not being met, what steps will be taken to meet/exceed.



New Roof Top Fan Installation



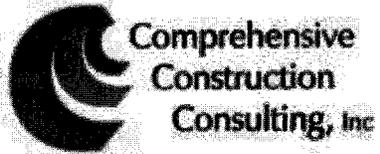
Roof Top Ductwork Replacement



New Sub Panels at Existing Switchgear for New Cooling System



Quality Assurance/Quality Control Plan



Total Approach to Quality

Our QA/QC plan provides for the continuous quality review of projects for adherence to program, budget, design intent, technical accuracy, and constructability. Recognizing our commitment to a client-driven project management practice and rapid innovation in delivery methods, we further understand that we must measure and continuously improve all phases of our project delivery process. This is the heart of our QA/QC program.

We have created a working environment where everyone is totally accessible. Our team is supported by a broad array of specialized disciplines: construction management, programming, architecture, space planning, sustainable design/assessment, code/life safety analysis and compliance for our healthcare clients. The benefit of this structure is that each client receives the communication, personalized service, and accountability of a project team, supported by the broad base of services, and depth of personnel. In addition, the structure of our work environment supports the guidelines of our QA/QC program.

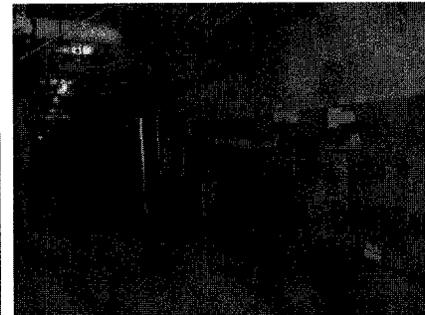
Our QA/QC program is led by Victor Simpkins, Associate AIA, Executive-in-Charge of Quality Control. He oversees our focus groups in Design, Construction Administration, Technology, Construction Documents, and Contract Management to measure specific aspects of our practice and provide a forum for opportunities to continuously improve upon the services we provide to our clients, while at the same time assuring consistency and continuity throughout the team. Our Quality Control Executive In Charge actively conducts contract document reviews and regularly meets with the project team to insure that the day-to-day related activities of our quality assurance program are being met.

Document Review

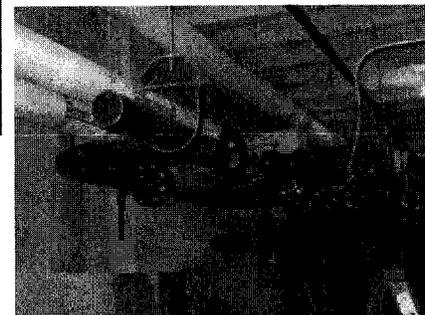
The Executive In Charge will check the prepared documents or will designate a quality assurance reviewer who will conduct the document review. After completion of the review, the document will be issued to one of our other team members for an Interdisciplinary Review. When all changes have been made to the original document, the Construction Manager will review the corrected version against the checked document to insure that all comments have been resolved.



New Branch Panel & Wiring for System Controls



New Vertical Ductwork Systems



New Piping for Boiler Systems



Quality Assurance/Quality Control Plan

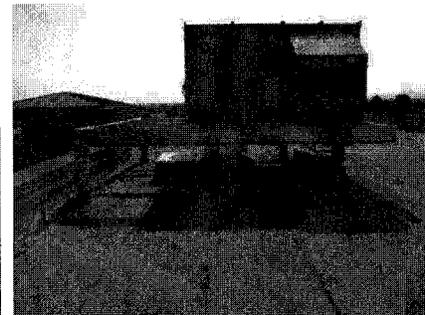


When all review activities have been completed for any phase of work, all parties will sign off on the internal QC Sign-Off Record. Originals and revisions of documents are considered non-permanent quality records and will be maintained and processed by the Construction Manager or designated support staff. These documents will be held until the CM services are completed.

We will conduct a LEED Certification feasibility study and checklist for every phase of the project to give Cook County and Provident Hospital the option to make educated decisions.



Hot Water Tank Replacement Systems



New Roof Top Air Handlers for De-Humidification



APPENDIX C
KEY PERSONNEL

Organization Chart



Cook County Office of Capital and Planning and Policy

Technical Support
Andrew Lane
Architectural Review - BSA LifeStructures

Jordan Martin
Electrical Review - BSA LifeStructures

Charles Meagher
Mechanical Review - BSA LifeStructures

Project Executive
John Bolden - CCC

Associate Project Executive
Victor E. Simpkins - ONYX

Executive Support
Paul King - CCC

Elaine Lockwood Bean - BSA LifeStructures

Smita Shah - SPAAN Tech, Inc.

Senior Project Manager
Martina O'Neal - CCC

Construction Administration
Tim Conley - QA/QC - BSA LifeStructures

Mechanical Systems Upgrade Construction Manager
Martina O'Neal - CCC
Kenneth Schubert - SPAAN Tech, Inc.

MRI Suite Construction Manager
Martina O'Neal - CCC

Endoscopy Suite Construction Manager
Martina O'Neal - CCC
Darryl Mallet - ONYX



**APPENDIX D
SUBCONTRACTORS**

Compliance Plan



In order to guarantee the highest level of participation by minority and women owned businesses, we have teamed with the following consultants. These efforts will insure the highest level of coordination, communication and knowledge transfer offered by any team responding to this RFQ. CCC represents 56% sharing level providing Construction Management & Cost Estimating. With Project Management and Construction Administration services, ONYX is proud to represent a 22% sharing level on this project while SPAAN Tech represents 5% with MEP and FP services.

We have committed to exceeding the stipulated participation goals of 35% overall expenditures. Based on the scope of work, we anticipate that up to 81% of the project fees will be devoted to this goal. Our teammates are experienced and have a proven track record of diligence and success on projects of this type.

Firm Name	Minority Status	Project Role
Comprehensive Construction Consulting (CCC)	MBE	Construction Management/ Cost Estimating
ONYX Architectural Services	MBE	Contract Management Design Review
SPAAN Tech	WBE	M.E.P./FP Field Observation

Evidence of Certification

We have provided letters of certification of the current MBE/WBE status for the three minority consultants we have proposed. A copy of each consultant's Evidence of Certification letter is attached.



APPENDIX E
PROJECT SCHEDULE
(see Appendix F)

APPENDIX F
Cost Loaded/Fee Schedule

Cost Proposal



The Comprehensive Construction Consulting team is pleased to submit our proposed fee and reimbursable expenses for the Cook County Request for Proposal (RFP) # 13-88-12814, Professional Construction Management Administration Services-Provident Hospital Outpatient Care Renovation.

Our proposed fee and reimbursable expenses to provide construction administration services is based upon the revised scope of services, budgets and construction completion dates detailed in the e-mail sent to us on July 22, 2013 including:

1. Provident Hospital MRI Suite-Construction budget \$6m including 12 months for design and construction, 2 months for permitting, 45 days for final completion and 60 days for closeout.
2. Provident Hospital Endoscopy Suite-Construction budget \$1.4m. including a 4th quarter 2013 start date.

Our proposed fee assumes concurrent services as reflected above. Below is a breakdown of the Cost Proposal by position and hours as requested:

CCC

Paul King XX hours x \$150.00 = \$X,XXX.00
 John Bolden XX hours x \$150.00 = \$X,XXX.00
 Martina O'Neal XXX hours x \$XXX.00 = \$XX,XXX.00

Total \$167,790.00

ONYX

Victor E. Simpkins 70 hours x \$130.00 = \$9,100.00
 Darryl Mallet 379 hours x \$100.00 = \$37,900.00

Total \$47,000.00

BSA Lifestructures

Elaine Lockwood Bean 30 hours x \$150.00 = \$4,500.00
 Andrew Lane 30 hours x 130.00 = \$3,900.00
 Jordan Martin 60 hours x \$90.00 = \$5,400.00
 Charles Meagher 60 hours x \$90.00 = \$5,400.00
 Tim Conley 120 hours x \$100.00 = \$12,000.00

Total \$31,000.00

SPAAN Tech

Kenneth Schubert 75 hours x \$120.00 = \$9,000.00

Total \$9,000.00

COST SUMMARY

Firm Name	Cost
CCC	\$167,790
ONYX	\$47,000
BSA LifeStructures	\$31,000
SPAAN Tech	\$9,000
SUB TOTAL (Const. Admin. Fees)	\$254,790
Reimbursable Expenses • Phone Charges • Printing • Postage • Cook County Software	
SUB TOTAL (Reimbursable Expenses Not to Exceed)	\$5,000
TOTAL CM SERVICES (Including Reimbursables)	\$259,790



APPENDIX G
INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LM

DATE (MM/DD/YYYY)

09/27/2013

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 Community Insurance Center Inc 526 East 87th Street Chicago, IL 60619-6094 Community Insurance Center Inc	Phone: 773-651-6200 Fax: 773-651-8264	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: COMPR-2	FAX (A/C, No):
	INSURED Comprehensive Construction Consulting Inc. Lynn Dixon President 53 W Jackson Blvd Suite 801 Chicago, IL 60604		INSURER(S) AFFORDING COVERAGE INSURER A : The Hartford INSURER B : The Hartford INSURER C : Houston Casualty Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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
A	GENERAL LIABILITY	X	X	83SBUQ6513	03/26/2013	03/26/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X		83SBUQ6513	03/26/2013	03/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS						UM \$ 1,000,000
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS						UIM \$ 1,000,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		83SBUQ6513	03/26/2013	03/26/2014	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DEDUCTIBLE						\$
	RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	83WECTD4574	03/28/2013	03/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	PROFESSIONAL LIABILITY			H71112473	03/26/2013	03/26/2014	E.L. DISEASE - POLICY LIMIT \$ 1,000,000 LIMIT 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Consultant.Re: Provident Hospital Contract #1388-12814 Cook County, its officials employees and agents shall be named as Additional Insured under the Commercial General Liability, Automobile and Umbrella/Excess Insurance Policies on a primary and non-contributory basis.

CERTIFICATE HOLDER 0000000 Cook County Office of the Chief Procurement Officer 118 N Clark Street STE #1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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APPENDIX H

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

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

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

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

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

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

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

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

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

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

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

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: Comprehensive Construction Consulting, Inc.

Address: 53 W. Jackson Blvd., Suite 801 Chicago, Illinois 60604

E-mail: ldixon@comprehensivecc.com

Contact Person: Lynn Dixon Phone: (312) 353-3000

Dollar Amount Participation: \$ \$232,040.00

Percent Amount of Participation: 56.0% %

*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.**

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: ONYX Architectural Services

Address: 750 N. Franklin, Suite 207

E-mail: gmatthews@onyxchicago.com

Contact Person: Gary L. Matthews Phone: 312-787-2748

Dollar Amount Participation: \$ 90,640.00

Percent Amount of Participation: _____ 22 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

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: SPAAN Tech Inc.

Address: 311 S. Wacker Drive, Suite 2400, Chicago, IL 60606

E-mail: sshah@spaantech.com

Contact Person: Smita N. Shah Phone: 312-277-8800

Dollar Amount Participation: \$ \$20,800.00

Percent Amount of Participation: 5% %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Comprehensive Construction Consulting, Inc. Certifying Agency: City of Chicago
Address: 53 W. Jackson Blvd., Suite 801 Certification Expiration Date: November 1, 2013
City/State: Chicago, IL Zip: 60604 FEIN #: 20-8717661
Phone: (312) 353-3000 Fax: (312) 353-3001 Contact Person: Lynn Dixon
Email: ldixon@comprehensivecc.com Contract #: _____

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:

Construction Management and Cost Estimating

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

Percentage Amount is 56.0% Dollar amount is \$232,040.00
Payment within 30 days after receipt from County
(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.

Lynn Dixon
Signature (M/WBE)
Lynn Dixon
Print Name
Comprehensive Construction Consulting, Inc.
Firm Name
June 21, 2013
Date

Lynn Dixon
Signature (Prime Bidder/Proposer)
Lynn Dixon
Print Name
Comprehensive Construction Consulting, Inc.
Firm Name
June 21, 2013
Date

Subscribed and sworn before me
this 21 day of June, 2013.

Notary Public *[Signature]*
SEAL

Subscribed and sworn before me
this 21 day of June, 2013.

Notary Public *[Signature]*
SEAL



3/11/2013



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: ONYX Architectural Services, Inc. Certifying Agency: City of Chicago
Address: 750 N. Franklin #207 Certification Expiration Date: See Attached
City/State: Chicago, IL Zip 60654 FEIN #: 36-4184723
Phone: 312-787-2748 Fax: 312-787-2857 Contact Person: Jamie L. Rhee
Email: onyx@onyxchicago.com Contract #: 13-88-067

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:

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

(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.

Gary L. Matthews
Signature (M/WBE)

Gary L. Matthews
Print Name

ONYX Architectural Services, Inc.
Firm Name

06/21/13
Date

Lynn Dixon
Signature (Prime Bidder/Proposer)

Lynn Dixon
Print Name

Comprehensive Construction Consulting, Inc.
Firm Name

06/21/13
Date

Subscribed and sworn before me

this 21 day of June, 2013.
Notary Public *[Signature]*

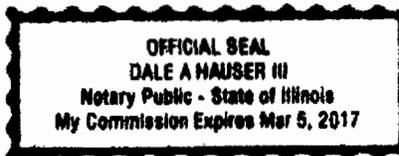
SEAL



Subscribed and sworn before me

this 21st day of June, 2013.
Notary Public *[Signature]*

SEAL



3/11/2013

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: SPAAN Tech, Inc.
Address: 311 S. Wacker Drive, Suite 2400
City/State: Chicago, IL Zip 60606
Phone: (312) 277-8800 Fax (312) 277-8808
Email: submittals@spaantech.com

Certifying Agency: City of Chicago, Dept. of Procurement
Certification Expiration Date: 02/01/2014
FEIN #: 36-4245016
Contact Person: Smita N. Shah, P.E., LEED AP BD+C
Contract #: _____

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:

MEP Review

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

\$20,8000.00 (5%)

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

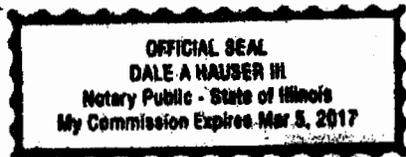
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

Michi E. Peña
Signature (M/WBE)
Michi E. Peña/Vice President of Development
Print Name
SPAAN Tech Inc.
Firm Name
06/21/2013
Date

Allyn Depp
Signature (Prime Bidder/Proposer)
Lynn Dixon
Print Name
Comprehensive Construction Consulting, INC
Firm Name
6/21/2013
Date

Subscribed and sworn before me
this 21st day of June, 2013
Notary Public *J.R. Harlan*
SEAL

Subscribed and sworn before me
this 21st day of June, 2013
Notary Public *Dale A. Hauser III*
SEAL



3/11/2013



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Sent via e-mail: lynn@c3-corporation.com

October 31, 2013

Lynn Dixon
Comprehensive Construction Consulting, Inc.
53 West Jackson Blvd., Suite 801
Chicago, IL 60610

Dear Ms. Dixon:

This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (**MBE**) until **December 31, 2013**. We are providing this extension to provide you with additional time to submit the correct recertification documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George Coleman, Jr.
Deputy Procurement Officer

GC/sl



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JAN 25 2013

Lynn Dixon
Comprehensive Construction Consulting, Inc
53 W. Jackson BLVD
Suite 801
Chicago, IL 60604

Certificate Expires: November 1, 2013

Dear Lynn Dixon:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **November 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by September 1, 2013.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or

JAN 25 2015

knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>NAICS Codes</u>	<u>Description</u>
NAICS 236220	CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
NAICS 236220	PROJECT MANAGEMENT

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/ha

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
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JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIV	14th Dist.
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EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DODDY 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

July 23, 2012

Ms. Lyn Dixon
President
Comprehensive Construction Consulting, Inc.
53 West Jackson Blvd. Suite 801
Chicago, IL 60604

Dear Ms. Dixon:

Congratulations, the Office of Contract Compliance is pleased to inform you that **Comprehensive Construction Consulting, Inc.** will maintain its certification as an **MBE** by Cook County Government. This **MBE** Certification must be revalidated annually.

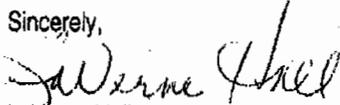
Please use the enclosed Certificate of Certification as validation of your Cook County MBE status and area of specialty.

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/ehw





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

May 27, 2009

Ms. Lynn Dixon, President
Comprehensive Construction Consulting, Inc.
330 South Wells Street – Suite 1002
Chicago, Illinois 60606

Annual Certificate Expires:
Vendor Number:

June 1, 2010
51703021

Dear Ms. Dixon:

We are pleased to inform you that **Comprehensive Construction Consulting, Inc.** has been certified as a **DBE** by the City of Chicago. This **DBE** certification is valid until **June 1, 2014**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2010**. This certification is effective on the date of this letter.

As a condition of continued certification during this five-year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will appear in the Illinois Unified Certification Program (ILUCP) DBE Directory. The Directory can be accessed via Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Area(s) of specialty will be listed as:

**Construction Management Services;
Project Management Services**

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

Thank you for your continued interest in the City's Disadvantaged Business Enterprise Program.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/la





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JAN 30 2013

Ms. Lynn Dixon
Comprehensive Construction Consulting, Inc.
53 W. Jackson Blvd, Suite 801
Chicago, IL 60604-3495

Dear Ms. Dixon:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **June 1, 2013**.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE/ACDBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

Comprehensive Construction Consulting, Inc.
Page 2

NAICS 236220	Construction Management, Commercial and Institutional Building
NAICS 236220	Project Management
NAICS 541350	Building Inspection Services

Your participation on contracts will only be credited toward DBE and/or ACDBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/cm



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

ldixon@comprehensivecc.com

June 10, 2013

Lynn Dixon
Comprehensive Construction Consulting, Inc.
53 W. Jackson, Suite 801
Chicago, IL 60604-3495

Dear Ms. Dixon:

This letter is to inform you that the City of Chicago has extended your status as a **Disadvantaged Business Enterprise (DBE)** until **October 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and a copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman
Deputy Procurement Officer

GC:al

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

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.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

None

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

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

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

Yes: X No: _____

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

Comprehensive Construction Consulting, Inc.

53 W. Jackson Blvd., Suite 801, Chicago, IL 60604

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

Yes: X No: _____

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

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

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
Lynn M. Dixon	8454 S. Maryland Ave., Chicago, IL 60619	33.333
John R. Bolden	8929 S. Dante Ave., Chicago, IL 60619	33.333
Douglas Conover	1901 S. Calumet Ave., Apt 709, Chicago, IL 60616	33.333

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 [X] 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):

- [X] 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.

Lynn M. Dixon
 Name of Authorized Applicant/Holder Representative (please print or type)

Lynn M. Dixon
 Signature

ldixon@comprehensivecc.com
 E-mail address

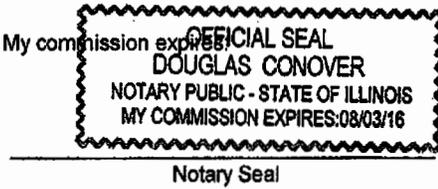
President
 Title

July 3, 2013
 Date

312-353-3000
 Phone Number

Subscribed to and sworn before me
 this 3rd day of July, 2013

X *Douglas Conover*
 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: Lynn M. Dixon Title: President
Comprehensive Construction

Business Entity Name: Consulting, Inc. Phone: 312-353-3000

Business Entity Address: 53 W. Jackson Blvd. Suite 801 Chicago, Illinois 60604

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.

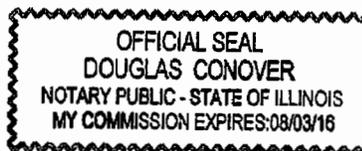
To the best of my knowledge and belief, the information provided above is true and complete.

Lynn M. Dixon July 3, 2013
 Owner/Employee's Signature Date

Subscribe and sworn before me this 3RD Day of JULY, 2013

a Notary Public in and for Cook County

Douglas Conover
 (Signature)



NOTARY PUBLIC
 SEAL

My Commission expires _____

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: Comprehensive Construction Consulting, Inc.

BUSINESS ADDRESS: 53 W. Jackson Blvd., Suite 1201

Chicago, Illinois 60604

BUSINESS TELEPHONE: (312) 353-3000 FAX NUMBER: (312) 353-3001

CONTACT PERSON: Lynn Dixon
20-8717661

FEIN: _____ *IL CORPORATE FILE NUMBER: 6538-030-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Lynn Dixon VICE PRESIDENT: John Bolden

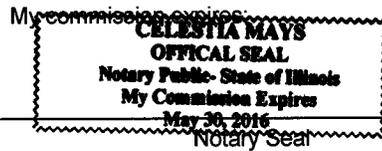
SECRETARY: John Bolden TREASURER: Lynn Dixon

**SIGNATURE OF PRESIDENT: *Lynn Dixon*

ATTEST: *John Bolden* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
18th day of November, 2013

X *[Signature]*
Notary Public Signature



* 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 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 22 DAY OF 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
1388-12814

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 259,790.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 70921370.565140.4111

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 13 2013

COM _____

APPROVED AS TO FORM:

NOT REQUIRED

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