

PROFESSIONAL SERVICES AGREEMENT

For

**Capital Program Management Services
Public Safety Portfolio**

BETWEEN



COOK COUNTY GOVERNMENT

Department of Capital Planning and Policy

AND

STV - Heery Program Management

CONTRACT NO. 1555-15115

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 26 2016

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF COOK, ILLINOIS
AND THE CAPITAL PROGRAM MANAGER**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and STV/Heery Program Management, a joint venture of STV Construction, Inc. and Heery International, Inc., hereinafter referred to as "Capital Program Manager" "CPM, pursuant to authorization by the Cook County Board of Commissioners on the [REDACTED]

The County and the CPM agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CAPITAL PROGRAM MANAGER '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 CPM 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; Appendix C, Key Personnel; Appendix D, Minority and Women Owned Business Enterprise Utilization Plans; Appendix E, Project Schedule; Appendix F, Fee Proposal; Appendix G, Insurance Certificate; Appendix H; Travel Policy; Appendix I, Identification of Subconsultants; Appendix J, Certification for Consulting or Auditing Services; Appendix K, Economic Disclosure Statement and Execution Document..
- 1.1.2 "Architect of Record", "AOR or "Consultant"** means the licensed legal or other qualified entity which the CPM helped the County procure 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 CIP Projects as approved by the County.
- 1.1.4 "Change Order" or "CO"** means a document authorizing an increase/decrease in contract price or an adjustment of contract time period. Change Orders include only previously approved Proposal Requests and/or Construction Change Directives A single Change Order may include multiple PR's and/or Construction Change Directives
- 1.1.5 "Chief Procurement Officer" or "CPO"** means the County's Chief Procurement Officer and any representative authorized to act on his or her behalf, whose duties and responsibilities are more particularly described in Chapter 34, Article IV of the Cook County Code.
- 1.1.6 "CIP"** means the Cook County Public Safety Capital Improvement Plan.
- 1.1.7 "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.
- 1.1.8 "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.
- 1.1.9 "Capital Program Manager" CPM**
Means the entity retained by the County to provide master planning, capital program management and other responsibilities as defined herein.
- 1.1.10 "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.

- 1.1.11 **"Contract for Construction"** means an agreement between the County and any Contractor for the construction activities of the Project.
- 1.1.12 **"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.
- 1.1.13 **"Cost Loaded Schedule"** means a schedule estimating the duration in months of the CPM'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 CPM'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.
- 1.1.14 **"COUNTY," "County" or "Owner"** means the County of Cook, a body politic and corporate of the State of Illinois.
- 1.1.15 **"Day(s)"** will mean calendar day(s) unless otherwise specified herein.
- 1.1.16 **"Design Development Documents"** is defined in Section 2.4.
- 1.1.17 **"Design Development Phase"** means the stage of Basic Services during which the Schematic Design Documents are further developed and detailed, as described in Section 2.4.
- 1.1.18 **"Final Completion"** means all aspects of the Project are complete, including all punch list items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to the Contract for Construction have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been reviewed and certified by the AOR, verified by the CPM and approved by the County. Final Completion will not be deemed to have occurred until the date for all bid packages (if more than one is included in a Project) upon which CPM certifies in writing that all aspects of the Project are complete and delivered, including all Project Closeout Items as defined in Section 1.1.23, punch list items and corrective work, all Warranty Materials have been delivered, the Contractor's final payment application has been approved by the County and the CPM, the AOR and the County accepts the Project and issues as written letter of final acceptance. In the event the Project includes more than one (1) bid package, Post Construction services to be provided by the CPM and required by this Agreement will begin upon Final Completion of the last bid package included in the Project.
- 1.1.19 **"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.
- 1.1.20 ***This definition intentionally deleted.***
- 1.1.21 ***This definition intentionally deleted.***
- 1.1.22 **"Project"** means any project undertaken as part of the Public Safety Capital Improvement Plan and Master Plan for the Department of Corrections and Maywood Campus, as more fully defined and described in Appendix B.
- 1.1.23 **"Project Closeout"** means a certificate of Final Completion has been issued by the AOR and the CPM if applicable, and all documentation required of the Contractor or the AOR has been provided to the County as required by their respective contracts.

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

1.1.39 **"Supplemental Instructions" or "SI"** means written instructions or clarifications from the or the AOR to the Contractor to supplement the Contract documents. Supplemental Instructions are not used to change the contract price or time.

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

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

1.2 EFFECTIVE DATE; TERM

This Agreement takes effect when approved by the Cook County Board and its term shall begin on [REDACTED], 2016 and continue until October 31, 2019 with two (2), one (1) year [REDACTED] or until this Agreement is terminated in accordance with its terms, whichever occurs first.

1.3 GENERAL DESCRIPTION OF DUTIES

The CPM is retained to provide all capital program management services required for the Public Safety Capital Improvement Plan and Master Plan for the Department of Corrections and Maywood Campus, and will perform the duties and obligations and to provide the Services described in this Agreement. The CPM agrees that it will undertake all duties and obligations necessary and incident to performance of the Services in order to achieve the timely completion of the Project.

1.4 SCOPE OF SERVICES

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

1.5 CONSTRUCTION MANAGEMENT ADMINISTRATOR'S GENERAL AGREEMENTS

1.5.1 **Standard of Care.** The CPM 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 program managers for capital improvement plans and master planning of knowledge and skill engaged in program management 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 CPM will be responsible for all services performed by its Subconsultants, agents and employees hired, retained or engaged by the CPM. CPM represents covenants and agrees that CPM will cause all of its Subconsultants to conform to the Standard of Care. As to Subconsultants which are neither program management, the **"Standard of Care"** will mean the standard of care and quality which prevail among professionals of knowledge and skill providing services of the nature being provided by such Subconsultant throughout the United States under the same or similar circumstances involving projects of similar size and complexity to the Project.

1.5.2 **Government and Other Standards.** The CPM will be responsible for program management of the Project and conforming the Project Documents it prepares in accordance with the following government and other standards (the **"Government and Other Standards"**): applicable federal, state and local laws, statutes, codes, ordinances, rules, regulations, orders and other legal requirements which relate to the

construction, use and occupancy of the Project, including but not limited to zoning, building, environmental and health codes and regulations, site and easement restrictions, permit, licensing, certification and accreditation guidelines.

- 1.5.3 Government and Other Standards, Conflicts.** In the event of a conflict between any applicable Government and Other Standards, the CPM will utilize its best judgment in accordance with the Standard of Care to apply the appropriate standard. The provisions of this Section 1.5.3 do not limit the Standard of Care but are intended to specifically identify a requirement considered to be included within and required by the Standard of Care. The CPM will certify to the County and to such other parties as the County may reasonably request, that on the basis of the CPM's best professional judgment the Project Documents conform, and the Project when built in accordance therewith will conform, to Government and Other Standards.
- 1.5.4 County Green Building Ordinance.** Without limiting the generality of the term "Government and Other Standards," such term will be deemed to include the Cook County Green Buildings Ordinance (Cook County Code, Chapter 30, Section 30-950 through 30-955). The CPM 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 to the Master Planning or programming of CIP Projects related to the case of retrofit and renovation projects. CPM will comply with the Green Buildings Ordinance and will incorporate LEED principles into the design of the Project to the extent required by such ordinance or determined by the Project Director.
- 1.5.5 Specific Requirements for Correction of Documents.** The CPM will also promptly notify the County in writing of any conflicts between the Government and Other Standards applicable to the construction, use and occupancy of the Project and its proposed resolutions of such conflicts as agreed upon in consultation with the AOR.
- 1.5.6 Cooperation with the County and Other Consultants.** The CPM covenants and agrees to cooperate, and to cause its Subconsultants to cooperate, with the County and with all consultants and contractors who may be retained by the County in conjunction with this Project.
- 1.5.7 Qualified Staff; Sufficient Personnel.** The CPM 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 CPM 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 CPM 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 Subconsultants identified pursuant to Section 1.5.9 below, setting forth the same information as required of its own employees and identifying the Subconsultants with which such individual is affiliated. The CPM 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 written notice to and prior review and approval 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 CPM will promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual will be acceptable to the County and will thereafter be subject, as one of the Key Personnel, to the provisions of this Section 1.5.8. The County may, at any time, give written notice to the CPM requesting the removal of any of the Key Personnel or any of the CPM's other assigned personnel from the Project. Upon receipt of such notice, the CPM 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 CPM proposes to enter into subcontracts with the Subconsultants it has identified in **Appendix C** for services to be provided pursuant to this Agreement. No other Subconsultants may be retained by the CPM without prior notice to and prior acceptance by the County and no change in any of the Key Personnel identified in attached **Appendix C** affiliated with the Subconsultants therein identified or other Subconsultants hereafter accepted will be made without prior written notice to and prior acceptance by the County. The CPM 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 C** to the Project Director within 14 days after the Effective Date and from time to time thereafter, as subcontracts are executed, setting forth the agreed upon compensation to be paid to each Subconsultants. The Chief Procurement Officer shall have the right to disapprove any Subconsultants. The terms of all such subcontracts and changes thereto will conform to the terms of this Agreement in all material respects. Notwithstanding any of the foregoing, the provisions of this Section 1.5.9 will not apply to employment agreements between the CPM and its employees.
- 1.5.10 Project Documents, Ownership.** prepared by the CPM including data, studies, drawings, specifications, CADD files, meeting minutes, schedules, notices, logs, supplemental information and reports, and any revisions or additions to any of the foregoing prepared or received by the CPM its subcontractors, agents and employees pursuant to this Agreement shall, upon the preparation thereof and at all times and in all events thereafter, be the property of the County; For the purposes hereof, this Agreement constitutes a Bill of Sale from the CPM and all of its Subconsultants in favor of the County for the Project Documents. The CPM, 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 CPM, 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 CPM, nor the County's acceptance or approval of the CPM's work, will (i) be construed as a release or waiver of the CPM; or (ii) excuse the CPM 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 CPM in any judicial, administrative or other proceeding arising out of or in connection with this Agreement.
- 1.5.12 Defense of Claims.** The CPM will cooperate with the County and provide all such professional services of the CPM as may be necessary or required by the County in assisting the County in its response to claims against the County which, are alleged to have been caused by the errors or omissions of, or alleged failure to perform the services of this Agreement, by the CPM. If it is determined that any such claim arose out of negligent errors or omissions or wrongful acts of the CPM or any of its Subconsultants, such services will be without additional compensation to the CPM, its employees, agents and Subconsultants. These provisions are in addition to the requirements for indemnification described in Section 5.1.
- 1.5.13 Time Limitations.** The CPM acknowledges that it is familiar with the time limitations and requirements as they pertain to the Project. The CPM agrees to perform all of its services and obligations under this Agreement in a timely manner. CPM will provide the Services and provide Deliverables within the term and within the time limits required under this Agreement. Furthermore, CPM acknowledges that TIME IS OF THE ESSENCE and that the failure of CPM to comply with the time limits described in this Section may result in economic or other losses to the County. Neither CPM nor CPM's agents, employees or Subconsultants are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by CPM by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.
- 1.5.14 CPM's Work Restrictions.** The CPM is expressly prohibited and restricted from serving as a general

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

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

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

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

ARTICLE 2
BASIC SERVICES

2 BASIC SERVICES

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

2.1 GENERAL

2.1.1 Project Documents; Deliverables.

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

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

2.1.1.3 Deliverables. Any and all document deliverables required to be produced by the CPM pursuant to this Agreement shall be delivered to the **Project Director** or such individuals as designated by the Project Director. The CPM shall, as a part of its Basic Services and not as Reimbursable Expenses, submit three (3) hard copies and one (1) copy in PDF format of written report-type submissions/deliverables. As part of Basic Services and not as Reimbursable Expenses, the CPM shall submit three (3) hard copies, one (1) copy in PDF format and one (1) copy in original format of all drawing-type deliverables. If more than the required three (3) hard copies of deliverables described in this Section 2.1.1.3 are requested by the County, and then only such additional copies shall be reimbursed as Reimbursable Expenses, if submitted in accordance with Section 6.3. Where approval or acceptance is required on the part of the County of such deliverable, the Project Director shall, in accordance with Section 4.1, be responsible for notifying the CPM whether such deliverable is accepted or approved by the County. The County reserves the right to revise these procedures, as it deems necessary. Any such revisions shall be effective upon receipt of written notice thereof from the County to the CPM.

2.1.2 Cost Loaded Schedule. The CPM will, within 14 days after the Effective Date, prepare and submit to the County for its review and acceptance the **Cost Loaded Schedule** for CPM services/cashflow. The CPM 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. Monthly progress reports to be provided in accordance with Appendix B, Section 3.7.1. Throughout the term of this Agreement, the CPM will prepare monthly progress reports which relate to the complete Project status. The monthly progress reports will include such records and information are requested by the County, but will include, as a minimum, the following:

(a) executive summary; (b) updated site plan and photos; (c) the most recently accepted Schedule for the Project(s); (d) status of compliance with Government and Other Standards; (e) activities completed since the last report; (f) items pending since the last report (g) projected progress; (h) outstanding decisions required from others; (i) change order summary; (j) a lien claim summary; (k) a list of known defects and status of corrections taken; (l) a list of any known problems that may have a material,

adverse impact on CIP Projects, the design, construction or cost of the Project(s); (m) budget update and pending items that could impact the budget and (l) and all matters of which the CPM 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 preliminary CIP *budgets* which establishes the cost quality standards for the CIP Projects. The County reserves the right to modify the Budgets from time to time.
- 2.1.4.1 Budget, Notifications and Recommendations.** Should the CPM determine that the Project(s) cannot be accomplished within the preliminary CIP Budgets approved by the County, the CPM 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 CPM, so that the Project scope in relation to Budget can be reviewed and modified as necessary at the direction of the County.
- 2.1.5 Coordination with Other Professionals.** The CPM will coordinate with the County's other consultants hired for the Project whose services are not included in the scope of Basic Services for the CPM.
- 2.1.6 Presentations.** The CPM 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 Checklist of Government and Other Standards.** The CPM will review the checklist of all governmental agencies having statutory or regulatory authority over the Master Plan and CIP Projects as developed by the AOR and assure that requirements and agencies having jurisdiction over the Projects.
- 2.1.8 Reporting of Permit Progress.** CPM will monitor CIP Project related permits and report to County when permit issues impacting project progress become known. Contractor will be responsible for obtaining all project related permits. CPM will track CIP Project permit approvals.
- 2.1.9 Schedules.** The CPM will, once a month, review and monitor all schedules for CIP Projects. The schedules, sometimes developed by others, will identify key project milestones, durations and completion dates. The CPM will notify the County of the acceptability of the schedule(s) or of any adjustments it recommends in the schedule(s) and milestones as required to meet completion dates.
- 2.1.10 Notification of Milestones.** The monthly CIP Contractor Schedule reviews will include a review of project milestones. The CPM will notify the County if CPM's opinion, based on the information available at the time, is that the milestone cannot or will not be met. CPM to consult with onsite personnel to determine. The CPM will notify the County of the CPM's opinion, based upon information available at the time, whether such milestone will be met and if CPM believes such milestone cannot or will not be met, the nature of the delay, the cause of the delay, whether such delay will affect the Schedule and options available to recover/minimize the delay.
- 2.2 CAPITAL PROGRAM MANAGEMENT SERVICES**
- 2.2.1 General Requirements and Provisions.** The CPM shall provide capital program management of the Project and Contract Documents. The CPM shall provide Program Management oversight during construction phase activities related to CIP Projects. CPM to obtain information from onsite County personnel and monitor and report on the activities of the CIP Contractors with regard to the progress of the Work and the completion of the Project in accordance with the County's objectives for cost and schedule. CPM to track and report quality/safety level of performance based on information provided by Contractor/AOR or County staff.
- 2.2.1.1 Advise during Construction Phase.** The CPM shall advise and consult with the County during construction until final payment to the Contractor is made and all other obligations under this Agreement are completed to the County's satisfaction.

- 2.2.1.2 Monitoring of Progress and Performance.** The CPM shall monitor the progress and performance of the CIP Projects.
- 2.2.1.3 Limitation of CPM's Responsibilities; Contractor's Work.** The CPM shall not have control over or charge of and shall not be responsible for the Contractor's implementation of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The CPM shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents or Government and Other Standards. No provision of this Agreement shall be interpreted to confer upon the CPM any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the site.
- 2.2.1.4 Access to Work.** The CPM shall at all reasonable times have access to the Work wherever it is in progress.
- 2.2.2 Reporting and Documentation Requirements.** In addition to the all other reports required under this Agreement, the Consultant shall be responsible for the following reports for CIP Projects. Any of the following may be included in the Monthly Progress Reports, unless otherwise requested by the Project Director.
- 2.2.2.1 Updates of Statement of Construction Costs.** The CPM will update the *Statement of Construction Cost* on a monthly basis, incorporating changes accepted by the County as they arise, and submit to the County the updated Statement of Construction Costs within seven (7) days of the update. The CPM will include a copy of the most recent update in its Monthly Progress Report.
- 2.2.2.2 Cash Flow Reports.** The CPM will be responsible for developing and updating cash flow reports and forecasts on a quarterly basis and for submitting such reports of forecasts within seven (7) days after the end of each quarter. Such cash flow reports shall identify variance between actual and budgeted cash flow and costs of the CIP Projects. The CPM shall promptly advise the County whenever the CPM is in possession of information indicating that the actual CIP Projects costs exceeds the Statement of Construction Cost. The CPM shall submit a cash flow report identifying the variance between actual and budgeted cash flow costs of the CIP Projects.
- 2.2.2.3 Cost Accounting Records.** The CPM shall maintain cost accounting records on authorized Work performed for the CIP Projects; 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. CIP Project cost information during Construction Phase to be provided to CPM by County onsite staff and/or an Architect. CPM to include project cost status information with CIP Project Monthly Reports. CPM to prepare final CIP Project Cost Records at the conclusion of each CIP Project.
- 2.2.2.4 Special Reports.** Where special requests for reports are made by the County, the CPM shall submit within seven (7) days of the County's request, a written statement of the CIP Projects' progress; summary of payments made; and construction status in accordance with the Contract Documents and other related information as request by the County. Where such request is noted as critical by the County the CPM will submit the report within three (3) days of the County's request.
- 2.2.2.5 Written Interpretations of Contract Documents and Responses to RFIs.** The CPM shall issue written interpretations of the Contract Documents as may be required should a dispute arise between the Contractor and the Architect of Record or the County. The CPM will consult with the County when necessary prior to issuing interpretations of the Contract Documents. Any directive affecting construction costs and/or schedule shall only be issued by the County.
- 2.2.4 Other CPM Oversight and Assistance.**
- 2.2.4.1 Coordination of Reviews and Inspections.** The CPM shall assist the County, the Contractor and Architect of Record in coordinating federal, state, local governmental and regulatory agency reviews and or inspections as necessary.

2.2.4.2 Review Evaluation of Substitutions. The CPM shall assist the County with the review the AOR in the evaluation of substitutions proposed by the Contractor after issuance of Contract Documents.

2.2.5 Disputes; Non-Conforming Work.

2.2.5.1 No Authority to Reject Nonconforming Work. The CPM shall have no authority to reject Work,

2.2.5.2 Recommendations Concerning Disputes; Questions of Interpretation. As requested by the County and during the course of the Construction Phase of the CIP Projects, the CPM shall consult with the County regarding any questions or disputes which may arise between the Architect of Record and the Contractor concerning the interpretation of the plans, drawings, specifications and other Project Documents prepared by the AOR. The CPM shall initially interpret the Contract Documents and provide recommendations concerning the Contractor's, the Architect of Record's and the County's performance there under. The CPM shall render interpretations necessary for the proper execution and progress of the Work with reasonable promptness on written request of the County.

2.2.6 Revisions, Change Orders.

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

2.2.6.2 Evaluation of Impact. As requested by the County and in the event a modification, amendment or waiver of a provision of the agreement with the Contractor has an impact on the Project, the CPM shall evaluate the County / Contractor / AOR proposal to determine its impact on the CIP Projects.

2.2.6.3 Need for Additional Information. If the CPM's response notes a need for additional information or study, the response shall include a description of the information or studies required. The CPM shall, upon the County's request, undertake expedited efforts to obtain the additional information and to perform the additional studies identified in its response. If the CPM objects to the proposal then, at the County's option, the CPM's Contract shall be modified in accordance with Article 3 in a manner recommended by the CPM and approved by the County. The County is under no obligation to accept recommendations.

2.2.6.4 Review of Change Orders. The CPM, with assistance/information provided by the AOR/County Onsite Staff will provide oversight of the AOR evaluation of Change Orders for reasonableness of costs and time impact on the CIP schedule, unless no AOR is assigned in which case the CPM, with assistance/information provided by the County Onsite Staff, will evaluate Change Orders for reasonableness of costs and time impact on the CIP Schedule.

2.2.7 Substantial and Final Completion.

2.2.7.1 Substantial Completion Oversight. The CPM will monitor substantial completion against the CIP Projects' schedule and prepare a final progress report for the County's review and approval.

2.2.7.2 Closeout Reports. After Final Completion of Work on CIP Projects, the CPM 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; financial summaries for Contractor and Architect of Record; AOR Errors and Omissions Summary; Warrantees and related items. The CPM will submit two original copies and one electronic copy in PDF format as part of the Basic Services.

**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 CPM will furnish any of the services described below and will be paid for such services in accordance with Section 6.2, provided such services have been authorized by the Director in writing and in advance. Once so authorized, such services will constitute "Additional Services."

3.1 ACQUISITION

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

3.2 ENGINEERING AND TESTING SERVICES

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

3.3 DESIGN AND MANAGEMENT

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

3.4 SITE REPRESENTATION AND OBSERVATION

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

3.5 INVESTIGATIONS, INVENTORIES AND ASSESSMENTS OF EXISTING FACILITIES

When requested by the County, the CPM will make investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing utilities/ facilities for development of the CIP projects.

3.6 OTHER SERVICES

When requested by the County, the CPM will provide any other services not otherwise included in this Agreement which would not be customarily furnished in accordance with generally accepted program management and planning practices for Master Planning and CIP Planning.

**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 CPM. The County will cooperate with the CPM in order to enable the CPM to perform its work hereunder and will direct its employees, agents, Contractors and CPMs to reasonably cooperate with the CPM.

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

- 4.1.3 Faults; Defects.** The County will promptly advise the CPM if the County becomes aware of any fault or defect in the program management of the Master Planning and CIP Projects.
- 4.1.4 Point Of Contact.** The Project Director will, on behalf of the County, act as the primary point of contact for the CPM 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 CPM'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 CPM which the County may find necessary or appropriate in connection with this Agreement, except where otherwise provided.
- 4.1.7 Approval or Acceptance of CPM's Work.** The County is not obligated to authorize any work or accept advice, recommendations or directives of the CPM which knowingly increase the cost of the Project beyond the approved Budget.
- 4.1.8 Existing Information.** Upon the CPM's request, the County shall furnish any available surveys in the County's possession describing physical characteristics, legal limitations, utility locations for the site of the Project, legal description of the site, design drawings, engineering calculations and construction documents that have been developed for the Project
- 4.2 ADDITIONAL RIGHTS OF COUNTY**
- 4.2.1 Review of Certificates/Certifications.** The proposed language of certificates or certifications requested of the CPM or the CPM's CPMs 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 CPM 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 CPM 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 CPM will be entitled to compensation for services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with Articles 6 and 7.
- 4.2.4 Project Suspension.** The County will have the absolute right to suspend the Project by giving 5 business days prior written notice to the CPM or informal or no notice in the case of an emergency. Any such notice may be given by the Director of Capital Planning and Policy. Where the County suspends the Project any work performed by the CPM during such suspension period will be at the CPM's sole risk and the County will not be responsible for any compensation or delay damages on account of such suspension period. The CPM agrees to keep such Key Personnel available during all suspension periods which do not exceed three (3) months. CPM will promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and CPM when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by CPM as a result of recommencing the Services will be treated in accordance with the compensation provisions under this Agreement. No suspension of this Agreement is permitted in the aggregate to exceed a period of 90 days within any one year of this Agreement. If the total number of days of suspension exceeds 90 days, CPM by written notice may treat the suspension as an early termination of this Agreement under Section 4.2.6.
- 4.2.5 Termination for Lack of Receipt of Necessary Approvals or Non-appropriation of Funds:** Notwithstanding anything to the contrary contained in this Agreement, this Agreement is expressly contingent upon receipt by the County of all necessary approvals to complete the Project from applicable federal, state and local authorities; provided however, that nothing contained herein will be deemed to impose upon the County a requirement for obtaining any permits or other approvals that are generally required to be obtained by the Contractor. In the event the County does not obtain approval for the Project or any phase, portion thereof or if such approval has been cancelled, rescinded or modified, this Agreement or, at the County's election, that part of this Agreement attributable to the phase or portion not approved, cancelled, rescinded or modified will be terminated without further action by either party and thereupon neither party will have any further liability or obligation to the other with the exception of the payment by the County to the CPM of services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the CPM will be full settlement for services rendered under this Agreement and CPM's sole remedy. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify CPM in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to CPM and any payment so made shall be in full settlement for services satisfactorily performed under the Agreement. No payments will be made or due to CPM and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.
- 4.2.6 Termination for Convenience.** The County may terminate this Agreement, terminate a portion of the CPM's services under this Agreement, or reduce the scope of the Project, the CPM's services or both, at any time by notice in writing from the County to the CPM, which notice may be given by the County Chief Procurement Officer. The effective date of such termination will be the date stated in the notice. If the Agreement is terminated in full by the County, all services under this Agreement will cease and the CPM will restrict its activities to completing any reports, analyses or other tasks previously begun and as requested and approved by the County in the notice of termination. The County will not be liable to the CPM for any services provided after the date of termination that does not have the County's written approval. . No costs incurred after the effective date of the termination will be

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

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

The CPM agrees to pay and reimburse and defend, indemnify, keep and hold harmless the County, its commissioners, officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all liabilities of all kinds, including but not limited to, losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for injury, death or damage to any person or property, the CPM's failure to perform or cause to be performed its promises and obligations under this Agreement, including its obligations to any Subconsultants, the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and experts' fees and expenses at trial and on appeal and litigation expenses (collectively all such liabilities are referred to as "Losses"), arising out of or connected with: (a) the CPM's negligent performance or nonperformance of this Agreement; (b) any negligent or intentional misstatement contained in any representation made by the CPM in or pursuant to this Agreement; (c) any breach of any warranty made by the CPM in this Agreement or in any documents or certifications required by this Agreement; or (d) any negligent or otherwise wrongful errors, omissions or acts of the CPM, its Subconsultants, agents or employees; or injuries or death of any employee of CPM or any Subconsultants under any worker's compensation statute. The CPM expressly understands and agrees that any insurance protection required by this Agreement will in no way limit its responsibilities or liabilities or serve as a limit in recovery under this Section 5.1. The provisions of this Section 5.1 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable. At the option of the County, CPM will defend all suits related to Losses and which involve the County and will pay the expenses and costs incidental to them, but the County has the right, at its option, to participate at its cost in defense of any suit, without relieving the CPM of any of its obligations under this Agreement. Any settlement will be made only with the prior written consent of the County, if the settlement requires any action on the part of the County. To the extent permissible by law, CPM waives any limits to its obligations to defend, indemnify, hold harmless or contribute any sums due under any Losses, including any claims by any employee of CPM that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et. seq. or any other related law or judicial decisions (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)). The County, however, does not waive any limitations it may have on its liability under the Illinois Workers

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

5.1.1 COPYRIGHT OWNERSHIP; HARDWARE AND SOFTWARE LICENSING

The CPM and the County agree that, to the extent permitted by law, the Project Documents and other deliverables produced ("Deliverables") by CPM at the County's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of the copyright laws of the United States and the County will be the sole owner of such documents, including all components and elements in which copyrights can subsist and of all rights to apply for copyright registration or to prosecute any claims for infringement. To the extent any such Deliverables do not qualify as a "work made for hire", CPM hereby irrevocably grants, assigns and transfers all rights title and interest in such Deliverables to the County. To the extent any Deliverables involve the use of software or materials which are proprietary to the CPM, CPM grants the County a perpetual license to use such software or proprietary materials in connection with the Project. If any equipment, hardware or software is used by the Consultant in the performance of its services and any injunction is entered restraining the CPM, 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 CPM will, at its expense without reimbursement from or compensation by the County, promptly provide or otherwise secure for the County, at the CPM's election, one of the following: the right to continue using the equipment, hardware or software; an equivalent system; or a modified system or modified component parts which perform in a substantially similar manner to the original system, but do not infringe on any patents, copyrights, licenses or other intellectual property rights.

5.2 INSURANCE REQUIREMENTS

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

All SubContractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers 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 shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$500,000 each Accident
 - \$500,000 each Employee
 - \$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Independent contractors' protective liability
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Severability of interest/separation of insureds clause;
- (f) Personal and advertising injury liability.

(c) **Commercial Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$2,000,000

(e) **Professional Liability**

Contractor 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 Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000. 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 form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. SubContractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

The insurance policies shall be endorsed and shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. 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 Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

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

5.3 NO WORK WITHOUT INSURANCE

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

5.4 ERRORS AND OMISSIONS LIABILITY INSURANCE

Intentionally deleted.

5.5 MAINTENANCE OF INSURANCE REQUIREMENTS

The CPM 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

The County will compensate the CPM as follows and in accordance with the payment procedures set forth in Article 7 in the amount of "Not to Exceed" of \$9,601,169.68:

6.1 COMPENSATION FOR BASIC SERVICES

For the faithful and complete performance of the CPM's Basic Services under this Agreement, as described in Article 2, compensation will be based on a "Not To Exceed" \$8,176,271.18. Payment, in accordance with Appendix F, Fee Proposal and Staffing Plan. Applications for Basic Services for this Agreement shall be submitted monthly beginning one month after the Notice to Proceed Date issued to the CPM and include the actual hours worked by Personnel, direct labor, approved overhead rate for each firm or subconsultant, profit, and reimbursable expenses actually incurred. Payments may never exceed the progress of the project. The County may reject a Payment Application where reports and other Basic Services specified have not been submitted or performed until such time as the delinquent report or service has been submitted /performed.

6.2 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services in the amount of \$1,302,098.51 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. 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 CPM and approved in writing by the County. The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 6.2, no Using Agency or employee thereof has authority to make any amendment to this Contract.

6.3 COMPENSATION FOR REIMBURSABLE EXPENSES

The CPM's budget for Reimbursable Expenses is \$122,800.00 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 deliverables; (b) out of town travel requested by the County, refer to Cook County Travel Policy Appendix H; (c) messenger services requested by the County; (d) expense of special printing, renderings, models and mock-ups requested by the County, (e) taxi cab, mileage. 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, and meals , parking expenses.

The CPM 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 CPM 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 CPM and where the CPM has given all required notices of Project delay as set forth in Sections 2.1.11.4, then the CPM will be entitled to assert claims for additional compensation provided that, within fourteen (14) days after the CPM 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 CPM waives any claim it may have for additional compensation for such period of delay

ARTICLE 7

PAYMENTS TO THE CAPITAL PROGRAM MANAGER

7 PAYMENT PROCEDURES

7.1 PAYMENTS FOR BASIC SERVICES

The CPM 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 CPM'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 CPM 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.

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

7.3 RECORDS OF EXPENSES

The CPM 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 CPM's contractors, Subconsultants, agents and CPMs and others, for a period of not less than four years following the date of Final Completion of the Project. CPM will require its Subconsultants to keep similar records. Upon ten (10) days written notice from the County, the CPM will make these records available to the County for audit, inspection and copying.

7.4 RIGHT TO AUDIT; LIMITATION ON WAIVER OF DISPUTE

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

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

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

Payment by the County will not be a waiver of the County's right to audit, inspect and copy the CPM's records, nor will the County's payment or the CPM's acceptance of payment waive any disputes between the County and the CPM, including, without limitation, any disputes as to the correctness of the CPM's invoices, the CPM Form v120215
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amount due to the CPM, or the services rendered by the CPM under this Agreement. The CPM'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 CPM and the Subconsultants, agents and employees performing work under this Agreement hired, retained or engaged by the CPM will be paid by the CPM 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 CPM, and if the County determines after consulting with the CPM 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 CPM under the terms of this Agreement, for direct disbursement by the County to any underpaid Subconsultants, agents or employees for and on account of the CPM, and such disbursements will be a credit against any sums due or owing to the CPM under the terms of this Agreement. Whenever any such funds are withheld by the County, the CPM will be entitled to have that decision reviewed pursuant to the provisions of Section 10.1.

7.6 FUNDING

The source of funds for payments under this Agreement is identified as Fund . Payments under this Agreement will not exceed the "not to exceed" dollar amounts shown in Section 6 without a written amendment or change order, as permitted by the County Procurement Code.

ARTICLE 8

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.1 NON-DISCRIMINATION

The CPM 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 CPM otherwise commit an unfair employment practice. The CPM further agrees that this Section will be incorporated in all contracts entered into with suppliers of labor, materials, equipment or services, contractors and Subconsultants and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement. The CPM will further comply with all applicable federal and State of Illinois statutes and regulations regarding unlawful employment practices, civil rights and human rights.

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

No person who is a party to a contract with the County will engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. The CPM is to certify its compliance with these policies and its agreement to abide by such policies as a part of its contractual obligations.

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

8.3.1 Policy and Goals. It is the policy of the County to prevent discrimination in the award of, or participation in, County contracts and to eliminate arbitrary barriers for participation as both prime and Subconsultants in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the County Board of Commissioners has adopted a Minority- and Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBE and WBE firms. The Ordinance is found in the Cook County Code, Chapter 34, Sections

34-275 through 285.

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

ARTICLE 9

CAPITAL PROGRAM MANAGER'S REPRESENTATIONS AND WARRANTIES

9 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1 CPM's Representation of Authority.** The CPM represents and warrants that the CPM and its Subconsultants are authorized to do business in the State of Illinois and are properly licensed as program managers, architects, and engineers or in their relative profession by all necessary governmental and public and quasi-public authorities having jurisdiction over the services required hereunder. The CPM hereby represents and warrants that the person executing this Agreement on behalf of the CPM 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 CPM, enforceable against the CPM in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.

- 9.2 Financial Capacity.** The CPM represents and warrants that the CPM 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 CPM.
- 9.3 Independent Contractor; Joint and Several Liabilities.** The CPM represents and warrants that the CPM 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 CPM hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the CPM 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 CPM (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of CPM 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 CPM represents and warrants that the CPM 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 CPM represents and warrants that the CPM is familiar with the requirements of the Project and this Agreement, and has carefully examined the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own assessment it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and CPM warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement; and is experienced in the areas of planning, designing, architecture, engineering budgeting, scheduling and construction 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 CPM under this Agreement. The CPM has the necessary skill, financial resources and personnel to successfully complete its services under this Agreement
- 9.4 Covenant to Use Professional Efforts.** The CPM 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 CPM to enter into this Agreement or has been relied upon by the CPM, 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 CPM'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 CPM represents and warrants that CPM was given ample opportunity and time and was hereby requested by the County to review thoroughly all documents forming this

prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. CPM did so review these documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, CPM relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

- 9.7 No Criminal Proceedings.** The CPM 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 CPM will secure the same representation and warranty from its Subconsultants and agents performing the CPM's obligations under this Agreement.
- 9.8 True and Correct Statements.** The statements of the CPM contained herein and any and all documents submitted by or on behalf of the CPM 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 CPM contained herein or therein, when delivered to the County, in light of the circumstances under which they were made, not misleading. The CPM will provide prompt notice to the County whenever any representation or warranty herein ceases to be true or correct.
- 9.9 Additional Representations Regarding Delinquencies Under County Codes; Setoff:** .CPM represents and certifies that neither it, nor to the best of its knowledge, any of its Subconsultants, is disqualified from entering into an Agreement with the County because of (a) a delinquency in the payment of any tax, fee or debt to the County or a determination of status as a "predatory lender" under Section 34-171 of the County Codes; (b) a disqualification for noncompliance with child support orders under Section 34-172 of the County Codes; (c) a disqualification for illegal activities under Section 34-173 of the County Codes; (d) a disqualification for willful violation of the Cook County Independent General Ordinance under Section 34-174 of the County Codes ;(e) has been found liable for making false statements of material fact to the County under Section 34-175 of the County Codes; or (f) disqualification due to contract default or termination for cause by the County within the last 24 months under Section 34-170 of the County Codes. Pursuant to the authority of Section 34-176 of the County codes, CPM acknowledges that the County may set off against the fees paid to the CPM a sum equal to any fines and penalties, including interest, for each tax or fee delinquency and any debt or obligation owed by the CPM to the County.
- 9.10 No Auditing Services.** The CPM represents and certifies that neither it nor any of its "Affiliates" has any agreement or contract with the County regarding Auditing Services for or with the County. CPM will not consent to a subcontract with Subconsultants which Subconsultants or any of its "Affiliates" has an agreement or contract with the County regarding Auditing Services. The terms "Auditing Services" and "Affiliates" have the meanings set forth in Section 34-121 of the County Codes.

ARTICLE 10

DEFAULT AND DISPUTES

10 DISPUTES AND DEFAULT

10.1 DISPUTES

- 10.1.1 Presentation of Dispute.** If the CPM disputes any decision by the County, then the CPM 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 CPM 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 CPM. 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 CPM. Dispute resolution as provided herein will be a condition precedent to any other action by the CPM at law or in equity.

10.1.2 Continuation of Services. Notwithstanding any dispute, the CPM 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 CPM to the County, setting forth the nature of such breach.

10.2.2 Default by CPM. The following constitute material breaches of this Agreement, which if not cured as set forth in Section 10.3.1 will constitute a "Default:"

- i. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by CPM to the County.
- ii. CPM's material failure to perform any of its obligations under this Agreement including the following:
 - a. Failure due to a reason or circumstances within CPM's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services; Failure to perform the Services in a manner reasonably satisfactory to the Project Director, the Director of Capital Planning and Policy, or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - b. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - c. Discontinuance of the Services for reasons determined by the Chief Procurement Officer to be within CPM's reasonable control; and
 - d. Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii. Any change in ownership or control of CPM without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv. CPM's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement: CPM acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v. Failure to comply with Section 1.5.18 in the performance of the Agreement.
- vi. CPM's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicates a willful or reckless disregard for County laws and regulations.

10.2.3 REIMBURSEMENT. The County will be entitled to reimbursement from CPM for any costs or expenses incurred by County due to such breach, but will not be entitled to terminate this Agreement until the expiration of such extended cure period.

10.3 REMEDIES

10.3.1 County's Remedies. The occurrence of any material breach permits the County at the County's

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

- 10.3.1.1 Right to Withhold Payments.** Except in the case and to the extent provided in Section 10.3.1.3, when the County elects to continue using CPM's services, County will have the right to withhold payments owed to the CPM until such time as the CPM has cured the breach or noncompliance which is the subject matter of the notice.
- 10.3.1.2 Right to Terminate.** If the CPM fails to remedy a material breach during the cure period pursuant to Section 10.3, the County will have the right to terminate this Agreement; provided, however, that the County will give the CPM five (5) days prior written notice of termination. In the event of termination, the County reserves the right to elect to continue using the CPM'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 CPM 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 CPM's existing services in full until the effective date of termination, as described above; increase monitoring and oversight of the CPM's operations; or substitute County's designees for the CPM's personnel utilizing the CPM's facilities pending the implementation of replacement services. Any increased monitoring or oversight of the CPM by the County will be done in a way that does not interfere with the CPM's ability to effectively and efficiently perform its work.
- 10.3.1.4 Non-Performance; Delays.** The CPM will be liable to the County for reasonable expenses incurred by the County, including court costs, as the result of the CPM's non-performance or delay in the performance of the service required by the terms of this Agreement, but not to the extent that such expenses are caused by persons or events beyond the CPM's control.
- 10.3.1.5 Compensation Due as of Termination.** All compensation due the CPM will be calculated based upon the terms of Article 6 to the effective date of termination and will be paid to the CPM 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 CPM's default and the County does not elect to continue using the CPM'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 CPM's work or it may contract with others for such completion. In such event, the CPM 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 CPM will within fourteen (14) days remove any and all of the CPM'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 CPM, its Subconsultants, agents and employees and any other County property in the CPM's custody will be transmitted to the County within seven (7) days after the date of termination of this Agreement. The CPM hereby assigns to the County all the right, title and interest of the CPM in and to all subcontracts and consulting agreements and contracts to be effective without further action of the parties hereto upon the termination of this Agreement.
- 10.3.1.8 All Remedies Available.** If the Chief Procurement Officer considers it to be in the County's best interests, he or she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits CPM to continue to provide the Services despite one or more events of default, CPM is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute, including, but not limited to, actions for damages and set-offs. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of neither default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.
- 10.3.2 CPM'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 CPM will have the right to terminate this Agreement; provided, however, that the CPM 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 CPM's services in full for a reasonable period of time until County will have replaced such services. The CPM 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 CPM will be calculated based upon the terms of Article 6 to the date of termination and will be paid to the CPM except where the County may have a claim or dispute with regard to such payment.
- 10.3.2.2 Removal of CPM's Personnel, Property.** After replacement services have been secured and are operational the CPM will within fourteen (14) days remove any and all of CPM's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.
- 10.3.2.3 Excess Costs.** The County may offset any excess costs incurred:
- i. if the County terminates this Agreement for default or any other reason resulting from CPM's performance or non-performance;
 - ii. if the County exercises any of its remedies under Section 10.3 of this Agreement; or
 - iii. if the County has any credits due or has made any overpayments under this Agreement
- 10.3.2.4 Offset of Excess Costs.** The County may offset excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, CPM is liable for and will promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.
- 10.3.2.5 Termination of Agreement and Refund.** In the event this Agreement is terminated by either party, for cause or otherwise, and the County has prepaid for any deliverables, the CPM shall refund to the County, on a

prorated basis to the effective date of termination, all amounts prepaid for deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination

- 10.3.2.6 Remedies Available.** Subject to the requirement of dispute resolution under this Agreement, The CPM will have the right to pursue remedies available in law or equity. In all cases the CPM's damages will be those provable direct monetary damages not to exceed the value of this Agreement as awarded by the County's Board of Commissioners, less the expenses saved in not having to perform this Agreement. This notwithstanding, due to the critical nature of this Agreement, the CPM will not unilaterally disrupt the operation or unilaterally repossess any component thereof. CPM agrees that no charges or claims shall be made by CPM for any delays or hindrances whatsoever during the progress of this Agreement.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11 MISCELLANEOUS PROVISIONS

11.1 DISQUALIFICATION FOR NON-PERFORMANCE COOK COUNTY ORDINANCE CHAPTER 34, SECTION 170.

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 CPM hereby represents and warrants to the County that the CPM 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 CPM 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
Contract No. 1555-15115

OFFICE OF CAPITAL PLANNING & POLICY

Attn: Director
69 West Washington Street, 30th Floor
Chicago, Illinois 60602
Contract No. 1555-15115

TO THE CAPITAL PROGRAM MANAGER:

Firm Name: STV /Heery Program Manager
Attn: Jan Turner, Project Executive
200 West Monroe, Suite 1650
Chicago, IL 60606
Contract No. 1555-15115

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

11.4 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein will include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction. Cook County's State of Illinois Sales Tax Exemption Identification is E-9998-2013-06.

11.5 GOVERNING LAW AND VENUE (JURISDICTION)

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

11.6 WAIVER

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

11.7 RULES OF INTERPRETATION

The following rules of interpretation shall apply to this Agreement.

- 11.7.1 The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- 11.7.2 All references in this Agreement to Articles, Sections or Appendices, unless otherwise expressed or indicated are to the Articles, Sections or Appendices of this Agreement.
- 11.7.3 Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- 11.7.4 Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this

Agreement.

11.7.5 Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

11.7.6 All references to a number of days mean calendar days, unless expressly indicated otherwise.

11.8 HEADINGS

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

11.9 ENTIRE AGREEMENT

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

11.10 SEVERABILITY

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

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

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

11.12 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

CPM will not assign this Agreement or any part of this Agreement without the express written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. No such approval will relieve the CPM from its obligations or modify in any way the terms of the Agreement. The CPM 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 CPM will have no effect on the County and are null and void.

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

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

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

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

11.15 SURVIVAL

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

11.16 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

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

11.17 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS

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

11.18 COUNTER PARTS & ORDER OF PRECEDENCE

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

11.19 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable. Consultant is hereby notified that, except for amendments which are made in accordance with this Section 11.19. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

11.20 STATUS OF CAPITAL PROGRAM MANAGER

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

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

compensation provided to the CPM.

11.21 ORDER OF PRECEDENCE OF COMPONENT PARTS

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

1. Addenda, if any.
2. Special Provisions, if any
3. Agreement and Appendix B Scope of Work: In the event of any conflict between the Agreement and its component, Appendix B, then the interpretation most favorable to the County will apply. Reference **A r t i c l e . 1 . 4** for additional provisions.

CONTINUE TO APPENDICES

APPENDIX A BOARD AUTHORIZATION



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 16-5176 **Version:** 1 **Name:** STV - Heery Program Management, Chicago, Illinois
Type: Contract **Status:** Approved
File created: 9/2/2016 **In control:** Asset Management Committee
On agenda: 10/5/2016 **Final action:** 10/26/2016
Title: PROPOSED CONTRACT

Department(s): Department of Capital Planning and Policy

Vendor: STV-Heery Program Management, Chicago, Illinois

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

Good(s) or Service(s): Capital Program Management (CPM) Services for the Cook County Public Safety Portfolio.

Contract Value: \$9,601,169.68

Contract period: 11/1/2016 - 10/31/2019 with two (2) one (1) year renewal options.

Potential Fiscal Year Budget Impact: FY 2016 \$741,669.62, FY 2017 \$4,388,427.20, FY 2018 \$2,391,103.78, FY 2019 \$2,079,969.08

Accounts: Capital Improvement Plan - 580

Contract Number(s): 1555-15115

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation

The Chief Procurement Officer concurs.

Summary: The CPM Services will be instrumental in planning, monitoring and implementing the Public Safety Capital Improvement Plan and a ten-year Master Plan for many of the facilities housed on the Department of Corrections and Maywood campuses.

Request for Qualification (RFQ) procedures were followed in accordance with the Cook County Procurement Code. STV Construction, Inc. and Heery International, Inc., Joint Venture forming STV-Heery Program Management was selected based on established evaluation criteria.

Sponsors:

Indexes: ELAINE LOCKWOOD BEAN, Chief, Bureau of Asset Management, PHIL BOOTHBY, Director, Office of Capital Planning and Policy

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/26/2016	1	Board of Commissioners		

10/25/2016	1	Asset Management Committee	recommend for approval	Pass
10/5/2016	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT

Department(s): Department of Capital Planning and Policy

Vendor: STV-Heery Program Management, Chicago, Illinois

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

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APPENDIX B SCOPE OF SERVICES

Appendix B

Scope of Services

**Capital Program Management
Public Safety Capital Improvement Plan and
Master Plan for the Department of Corrections and Maywood Campuses**

The CPM will provide Capital Program Management (CPM) services for: 1) for the Public Safety Portfolio ten year Capital Improvement Plan (CIP); and 2) a ten year Master Plan for the Department of Corrections and Maywood Campuses, excluding the Criminal Court Administrative Building, George N. Leighton Criminal Courthouse; and Maywood Courthouse.

The CPM will develop scope of work, budget and schedule for each capital project related to the Sheriff's Campuses Master Plan and the Public Safety Portfolio Capital Improvement Plan.

The CPM will comply with the Department, Sheriff's, and Judge's guidelines and procedures and be an essential partner in the Department's efforts to deliver timely, cost-effective and productive services that are responsive to the Department, Sheriff, and Judge's requirements. The CPM will coordinate with the Department, Sheriff, and Judge to establish a formal process and reporting mechanism to ensure that Department, Sheriff, and Judge's members understand roles and responsibilities as well as project deliverables, budgets and schedules for the Project Team.

1 Master Plan for the Department of Corrections and Maywood Campuses

1.1 Master Planning Process

- 1.1.1** Develop a ten year facilities Master Plan to meet the current and future space needs and uses at both Campuses. Include estimated project budgets for each component of the Master Plan including new construction, renovation, landscaping and parking for a total Master Plan budget. Prioritize the projects over 10 years and prepare a preliminary schedule for each project
- 1.1.2** Delineate a Master Plan for a clear redevelopment of both Campuses that supports the strategic direction of the Sheriff's Office and the Department of Corrections while strengthening, modernizing and enhancing the functional efficiency of both Campuses.
- 1.1.3** Identify the facility and programmatic needs of the Sheriff's Office and the Department of Corrections in accordance with the requirements of regulatory agencies, including but not limited to, the Illinois Department of Corrections and Department of Justice.
- 1.1.4** Distinguish the need for new facilities, renovation of existing facilities and the potential realignment of functions and programs within existing or new facilities.
- 1.1.5** Consider the improvement and/or elimination of outdated or otherwise obsolete structures, balancing the need for new development with the potential reuse of existing facilities and a critical assessment of the cost to reinvest in existing facilities.
- 1.1.6** Incorporate flexibility into the Master Plan to adapt to changing external and internal environments.
- 1.1.7** Consider the following factors in the Master Plan: current and future space needs and uses; the optimal location for functions on either Campus or off-site; trends in corrections and law enforcement; current and emerging technologies; site locations and zoning; and building massing.

- 1.1.8** Assess improvements to pedestrian and visitor flow and experience; traffic circulation, parking, and drop-off improvements, including the courthouses and all buildings on both campuses.
- 1.1.9** Frame and develop a process to define, assess, address and implement public safety needs and potential uses.
- 1.1.10** Assess current information including: utilization, functional needs, operating expenses, capital expenditures, Building Assessment Reports, space planning and efficiency.
- 1.1.11** Engage in in-depth dialogue with the Sheriff's Office, Office of the Chief Judge, County leadership, the Bureau, stakeholders and regulatory agencies including, but not limited to, the Illinois Department of Corrections and the United States Department of Justice.
- 1.1.12** Develop pre-programming for Campus buildings, including conceptual site plans, strategic identification of stakeholders, mix of program uses and preliminary space allocation.
- 1.1.13** Develop illustrative renderings of overall Campus plans.
- 1.1.14** Incorporate scenario testing during Master Plan development which describes cost drivers; alternative scenario outcomes from both a need and revenue generating potential; and options for meeting desired goals. Scenario Testing to consist of studying variations in some major cost and functional elements – does not include the development of multiple master plan solutions. Studies might include: central visiting vs de-centralized visiting or locations of court facilities in detention areas to expedite arraignment and reduce movements.
- 1.1.15** Consider financial implications of the Master Plan balancing stakeholder's vision with the government's financial capacity.
- 1.1.16** Specify the implementation steps, partnership roles, regulatory agency approvals, design and construction, and timelines required to realize a phased vision for both Campuses. Potential examples include key infrastructure improvements, essential Campus services, parking and transportation, visitor access, security, sustainability and adjacencies to improve functional efficiencies.
- 1.1.17** Develop, document and facilitate an inclusive stakeholder engagement process to support the delivery of the Master Plan through a collaborative, consensus-building process.

2 Public Safety CIP Program Specific Activities

2.1 Annual Update and Funding

- 2.1.1** Use the Master Plan as a framework for developing the CIP, aligning capital project investment decisions to the Master Plan.
- 2.1.2** On an annual basis, or as needed/upon request update the ten year Public Safety CIP; STV/Heery will review and provide a basic update of the existing Building Assessment Reports in conjunction with the Master Plan effort starting in 2016 and ending in early 2017 where renovations, repairs and upgrades need to be made. Calculate the estimated costs of repairs and upgrades; assist the County to develop order of magnitude requests for each project; and analyze and prioritize infrastructure and operational needs.

Scoping of all identified capital projects will occur as part of the CIP work prepared on a project

by project basis and incorporates the building facility condition assessments. CIP projects will be reflected in the existing facilities conditions assessments as updates. Facility Condition Index (FCI) updates are not required.

The County will provide required building and site access and access to existing building assessment data base. This is in order to develop CIP scope and to provide the building assessment updates which will be done through the County's existing data base for each building with an existing report. STV/Heery will incorporate or update adjacent building site assessments, into the existing reports (i.e. tunnels that are accessible, adjacent parking, loading docks, sallyports and site entry areas and walkways). For the DOC and Maywood campuses, if there is not a site assessment report, STV/Heery will conduct a visual site assessment of all remaining site areas.

Clarifications:

1. Buildings scheduled to be demolished in the short term (<2 years) or are currently abandoned will not be updated as part of this one-time facility assessment update effort.
2. No environmental testing will be included, however visual identification of any suspect materials observed will be incorporated and noted in the CIP scope assessment during our building walk-throughs.
3. We understand that the review of the existing assessments may be required to develop scope documents for CIP projects at a later date independent of the initial one time building assessment updates.

- 2.1.3** Assist the County to determine the status of previously approved projects; identify which projects are underway; review project budgets and schedule; determine whether additional funds are required to complete projects; identify amount to complete project, and identify the amount, if any, of unspent funds available from completed or discontinued projects. Additionally, the building facility assessment reports will be updated based on interviews with the building engineers and status of any projects executed between the time of the reports and the time of the building assessment updates.
- 2.1.4** Assist in the annual compilation and evaluation of project requests received by the Department from the Sheriff and Judge and develop order of magnitude estimates for each request.
- 2.1.5** Review project requests for consistency with the Master Plan.
- 2.1.6** Assist the Department to establish project priority for annual CIP from requests from Sheriff and Judge.
- 2.1.7** Work collaboratively with the Department, Public Safety Stakeholders, and the Cook County Bureau of Finance to assist in the development of a CIP financing plan; assess the County's ability to afford major expenditures; develop funding scenarios that demonstrate the impact of different spending levels; determine available resources to fund the CIP; examine recent and anticipated trends in revenues, expenditures, debt and unfunded liabilities such as project cash flow needs for Project funding and development opportunities.

- 2.1.8** Assist the Department and the Bureau of Finance with the annual adoption of the CIP; help develop detailed project descriptions which include a scope of work for each project which includes sufficient detail for the CPM to prepare accurate project budgets.
- 2.1.9** Monitor the progress of approved projects and continue to review and revise the CIP as necessary.

2.2 Funding

- 2.2.1** Work collaboratively with the Department and the Cook County Bureau of Finance to develop funding scenarios that demonstrate the impact of different spending levels; determine available resources to fund the CIP; and project cash flow needs for Project funding and development opportunities.

3 Program Wide Activities

The following is a list of program wide activities for all capital projects related to the Public Safety Portfolio CIP and the ten year Master Plan for the Department of Corrections and Maywood Campuses. Should there be a significant change to the annual CIP, CPM resource levels shall be realigned as agreed to by the CPM and the County.

3.1 Budget Management and Cost Control

- 3.1.1** Update and refine preliminary Master Project Budgets for the CIP and Master Plan. The budgets will capture all costs of the projects and serve as a reporting tool to enable control of all project costs. The budgets will become the base project cost models and will be developed in format acceptable to the County for easy file sharing.
- 3.1.2** Manage the budgets developed in 3.1.1 based upon the sources of funding and time constraints designated by the Department.
- 3.1.3** Utilize the Scope of Services as a means for establishing clear expectations and controls on the sources and uses of the Budgets.
- 3.1.4** Work with the Department to: 1) allocate the amount of funds provided between the various components of the Projects; 2) track and report on expenditures and revisions to the budgets during planning, design and construction; and 3) institute processes that will provide prompt notice of variances between actual and budgeted costs and include the information in weekly financial reports and Monthly Progress Reports including forecasted budget variances. The CPM will be responsible for developing and updating cash flow reports and forecasts on a monthly basis. Cash flow reports shall identify variance between actual and budgeted cash flow and costs of the individual CIP Projects and include recommendations for rectification or reconciliation with budget, with assistance/information provided by County, AOR and contractor on-site staff.
- 3.1.5** Ensure accurate and auditable tracking of funding sources for both internal agencies and for use in external reporting, including grant funding.
- 3.1.6** If Projects cannot be accomplished within the approved Budget, consult with County onsite personnel and provide County with explanations, solutions, and budget recommendations.

3.2 Construction Administration of CIP Projects

- 3.2.1** Evaluate the projects from the Department's perspective, avoiding surprises and misunderstandings, and continuing to maintain the quality of the project, utilizing document control systems that will track at an executive level CIP schedules, budgets, Quality Assurance/Quality Control and safety. Work with County Onsite personnel to obtain quality and safety information regarding the CIP Projects on a weekly, or as applicable, basis.
- 3.2.2** Review and monitor the CIP Contactor Project schedules on a weekly basis. Incorporate progress into the Master CIP Schedule on a Monthly basis. The Contractor's Project schedules will identify key project milestones, durations and completion dates. The CPM will notify the County of the acceptability of the schedule(s) or of any adjustments it recommends in the schedule(s) and milestones as required to meet completion dates.
- 3.2.3** The CPM, with assistance/information provided by the AOR/County Onsite Staff will provide oversight of the AOR evaluation of Change Orders for reasonableness of costs and time impact on the CIP schedule, unless no AOR is assigned in which case the CPM, with assistance/information provided by the County Onsite Staff, will evaluate Change Orders for reasonableness of costs and time impact on the CIP Schedule.
- 3.2.4** Implement CIP and individual project cost controls.
- 3.2.5** Review disputed issues.
- 3.2.6** Prepare CIP progress reports.
- 3.2.7** Facilitate and track CIP closeouts.

3.3 Contract Management

- 3.3.1** Oversee Professional Service Agreements for CIP Projects.

3.4 Document Control, Records Management and Deliverables

- 3.4.1** Establish document control procedures to be utilized in the planning and programming phases.
- 3.4.2** Maintain copies of all Project Documents in good order and ensure that documents are available to the County at all times. Availability electronically is preferred.
- 3.4.3** In conjunction with the Department, assist with records management services and oversee the proper retention and destruction of records in compliance with the Illinois Local Records Act and rules and regulations promulgated thereunder, and the policies and procedures of the Local Records Commission of Cook County.
- 3.4.4** Deliver any and all document submissions/deliverables required to be produced by the CPM. At the conclusion of the agreement, transmit project documents to the County in a manner and at a place designated by the County.

3.5 Information Systems Management

- 3.5.1** Maintain and update the Department's project controls to facilitate collection, retention, weekly and monthly reporting, and management of information related to all activities. The Department currently utilizes Projecto Wizard Software Solutions.

3.5.2 Should the County transition to a new project management software system, the County shall reimburse the CPM for costs related to transitioning to a new software system, including training and licensing costs. Provide assistance in sharing data with the County's information management system.

3.6 Organizational Management

3.6.1 Assign CPM Team Lead to report to the Department, for the term of the Agreement as necessary for the successful operation and completion of the CIP and Master Plan.

3.6.2 Have a direct, working relationship with the Department Director and Department Deputy Director.

3.6.3 Review the Organizational Chart attached as Exhibit 2; submit revised Organization Chart which incorporates the selected CPM and its Sub CPMs, Team Lead and Key Personnel; and update as necessary.

3.6.4 Submit the responsibilities of Key Personnel with respect to project activities outlined in the Scope of Services.

3.6.5 Notify the Department of the need for a change in the selected CPM's Key Personnel and present proposed staff changes or new assignments to the Department for prior review and approval.

3.6.6 Establish a scalable staffing structure and related skillsets which are appropriate, necessary and the most cost effective for management of the CIP and Master Plan.

3.6.7 Maintain normal working hours for personnel. However, if extended hours are required, it is expected that the CPM will provide the appropriate staff at no additional charge to the County to oversee and manage the activities. All costs are inclusive within the Professional Service Agreement between the County and the CPMs and its Sub CPMs.

3.6.8 Represent the County and make presentations at various meetings, including County Board, County committee and community group meetings as requested, in order to inform and advise County officials and the public on the status of the Projects.

3.7 Reporting and Presentations

- 3.7.1** Prepare and distribute monthly progress reports in an executive format which relate to the complete CIP status and no later than seven (7) days after the end of the calendar month considered in such report. The reports will include such records and information as requested by the County, including, but not limited to the following: (a) executive summary; (b) updated documents and photos; (c) activities completed since the last report; (d) items pending since the last report (e) a list of any known problems that may have a material, adverse impact on the schedule or budget; and (f) and all matters of which the CPM believes the County should be aware.
- 3.7.2** Facilitate and document meetings and provide other periodic written reports, as required and at the request of the Department.

3.8 Schedule / Timeline

- 3.8.1** Create, manage and update a Master Schedule in Primavera P6 or County approved equivalent that includes all project milestones including, but not limited to, Cook County Board dates, deliverables, procurement activities, and planning.
- 3.8.2** Manage the effective and thorough movement of each Project in a manner that causes all stakeholders, including the Department, Public Safety stakeholders, other County department and agencies, and the Professional Service Firms to achieve successful and timely completion of the programming and planning for CIP and Master Plan.

3.9 Space Planning and Programming

- 3.9.1** Acquire an in-depth knowledge of the Cook County Asset Management and Space Standards Ordinance.
- 3.9.2** Utilize County Space Standards Ordinance requirements in development of CIP project scopes.
- 3.9.3** Analyze, recommend and, when needed, make presentations to the Department and the Space Allocation Committee regarding requests for variations to the Space Allocation Standards.

4 Specialized Services

4.1 Procurement Oversight

- 4.1.1** Prepare scope of work for Requests for Proposals/Qualifications for Architectural, Engineering, Consulting, Testing and Professional services as required for the implementation of capital projects including estimated cost of construction per solicitation.
- 4.1.2** Provide other assistance as requested.

4.2 Americans with Disabilities Act (ADA) Assessment and Plan

4.2.1 Conduct an ADA evaluation process to address physical barriers that limit or prevent equal access to the County's programs, services and activities as follows:

4.2.1.1 See Exhibit B.1 for the ADA assessment approach for the following courthouses:

- Markham Courthouse
- Maywood Courthouse
- Rolling Meadows Courthouse, including adjacent parking structure
- Skokie Courthouse, including adjacent parking structure
- Bridgeview Courthouse
- Leighton Criminal Courthouse

4.2.1.2. Related to the DOC and Maywood campus buildings, the County will provide the DOJ accessibility reports for our use. The CPM has included a review of that information and general ADA assessments necessary for the Master Plan process. If additional detailed ADA assessments are required for any of the specific buildings related to the Master Plan, those will be done on an as needed basis and in accordance with Article 3 of the Professional Services Agreement.

4.2.2 Perform adjacent site and building assessments and provide comprehensive documentation in a format that will enable the Department to identify potential physical barriers and move forward with strategic planning, prioritization, and project development of buildings designated for ADA assessment. (See 4.2.1)

4.2.3 Assist in developing scope for ADA facility assessments of select County facilities, related Requests for Submittal / Qualifications for professional services, evaluation of submissions, selection of professional consultants, oversight of facility assessments, and evaluation of submitted reports.

4.2.4 Collaborate with the Department reviewing and consulting on repair, maintenance and renovation projects to address plan for achieving full compliance with ADA.

4.2.5 Assist the County in providing oversight of the AOR's efforts during engineering and architectural designs to integrate and comply with ADA requirements.

4.2.6 Assist the County and the CIP Project AOR in evaluating capital improvement projects for compliance with ADA requirements.

4.2.7 Assist County to develop and maintain ADA compliance administrative, budgetary, progress reports, and comprehensive analytical reports, and make presentations to the Department's management, as needed.

4.3 Environmental Plan and Programming

- **Services for Environmental Plan and Programming will be provided as needed, utilizing the allowance hours provided.**

4.3.1 The CPM understands that practices and procedures that support the County's sustainability efforts include energy and water conservation; reducing air pollution and greenhouse gas emissions; reducing, recycling and reusing construction and demolition waste; energy efficiency and the installation of renewable energy systems. The CPM shall encourage and support the implementation of these practices and procedures, and assist the County to include these

provisions within design, construction, and vendor contracts.

- 4.3.2** The CPM understands that compliance with the Cook County Building Construction Ordinance, Green Construction Ordinance, Demolition Debris Diversion Ordinance, Building Energy Benchmarking Ordinance, Solid Waste and Recycling Ordinance, the Cook County Sustainability Report, and the Cook County Solid Waste Plan is required. The CPM will assist the County to ensure that compliance requirements are incorporated into future contract documents with consultants, contractors, and vendors who perform work for the County.
- 4.3.3** The CPM understands the County requires that all new buildings and major renovations for existing buildings are programmed in accordance with the standards and requirements of the current U.S Green Building Council Energy and LEED Green Building Rating System at the Silver Certification Level, rather than LEED 2.0 Certification as set forth in the Cook County Building Construction Ordinance. The CPM will assist the County in including this requirement within contract documents for future CIP projects, as applicable.
- 4.3.4** The County requires all existing building maintenance and operational projects have a gap analysis and feasibility assessment conducted to determine Leadership in Energy and Environmental Design (LEED) Existing Building: Operations and Maintenance EBOM achievability including a requirement to achieve a minimum LEED EBOM silver certification. The CPM will assist the County to establish a process that aligns this requirement with the CIP program including funding, scheduling, identification of need for and selection of AOR or LEED consultants to perform required services for designated projects. The CPM will be responsible to incorporate County LEED EBOM requirements in the Master Plan. The CPM will work with the County to provide oversight of the process and updates as required.
- 4.3.5** The CPM understands that the County desires any building achieving LEED certification must install utility meters and a building automation system to comply with the United States' Green Building Council's mandatory annual reporting requirement. The CPM will assist the County to establish a process that aligns this goal with the CIP program, funding, scheduling, and/or other specific requirements that may impact this requirement.
- It shall be further noted that the CPM's role regarding sustainability efforts is to be a resource and advisor to the County on the overall mission of the County as it relates to the projects within the CIP. The CPM will include the requirements as designated by the County when responsible for the issuance of RFP's to consultants for the specific sustainability tasks, such as LEED certification consultants, or incorporating requirements into the design and engineering services for specific services.
- 4.3.6** Conduct on site visual impact inspection and review of related documents of existing facilities identified for renovation to assess the potential impact of environmental requirements in the CIP and Master Plan programs. It is understood that the CPM shall not conduct an environmental assessment of facilities; however, through the process of visiting sites or scoping CIP work, if the CPM makes an observation that they believe may be an issue, the CPM shall notify the County for further action.

EXHIBIT B.1
ADA ASSESSMENT APPROACH
COOK COUNTY

The following approach will be implemented to conduct a **Detailed Accessibility Survey** and prepare a **Barrier Removal Report** for the six courthouses, including two adjacent parking structures.

Provide facility assessments focusing on the barriers to accessibility and making recommendations for their removal or remediation. For the courthouse buildings, 100% of the building will be assessed whereas roughly 20% of the parking garage facilities will be assessed.

Utilize a survey Instrument in which we document, quantify and organize the conditions. The team will analyze the barriers to accessibility, record the measurements and photo document the built conditions.

1. Establish goals and objectives with the County. Customize a standard Survey Instrument to reflect these goals and objectives. Beta test tool at Maywood Courthouse and present preliminary report findings to County for approval. Adjust tool to reflect any comments.
2. Review existing drawings and documentation on each building provided by the County. Review relevant systems and infrastructure. Utilize plans and system information to document site conditions and configuration. Rely upon the County's current plat of survey and spot elevations to assist in review of exterior routes.
3. Utilize the customized Survey Instrument to document and analyze noncompliant elements within the facility and on the site. Our team will measure and document the details of the non-compliant elements, spaces or systems. The Survey Instrument is systematized in order to gather consistent, accurate information regardless of the building's age, size or complexity. The system is based on the requirements of the Access Laws, their applicability to existing structures, and our team's expertise in large scale assessment projects.
4. Analyze applicable Access Laws and determine the most stringent requirements, apply analysis to Survey Instrument findings.
5. Review building occupancy data provided by the County. Meet with County representatives, and the tenant's representative as required to discuss building operation and identified barriers. Discuss options for obtaining improved access.
6. Prepare a Preliminary Report generated from the application of the Survey Instrument and information gathered from the County meetings. The report will include a general description of the site and building configuration and its existing level of access, a prioritized list of readily achievable barrier removal, and a list of critical barriers to accessibility. Our report will include narrative recommendations for readily achievable barrier removal and for common sense alteration to improve access. Recommendations will be supported by an opinion of probable construction costs. Existing condition photos will be provided to illustrate the found conditions.
7. Meet with the County representatives to present our report and gather comments. Revise report once to address results of the meeting. Deliver hard copy of final report with supporting electronic files in PDF format.

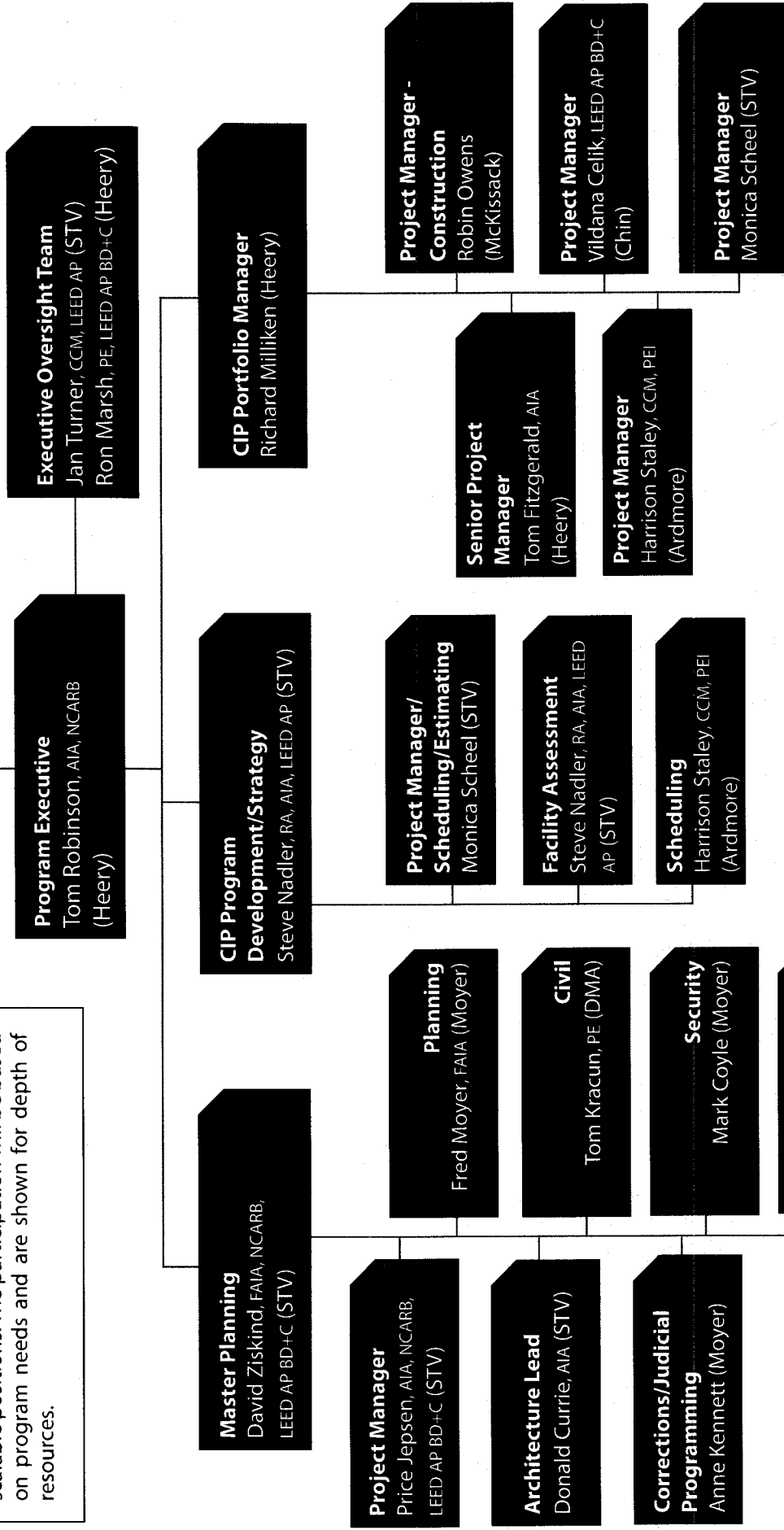
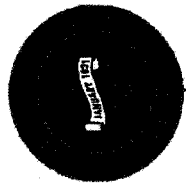
This ADA assessment excludes a comprehensive review of architectural, structural, mechanical, electrical, plumbing and fire prevention systems. Our analysis and study is focused on the accessibility requirements and their direct impact.

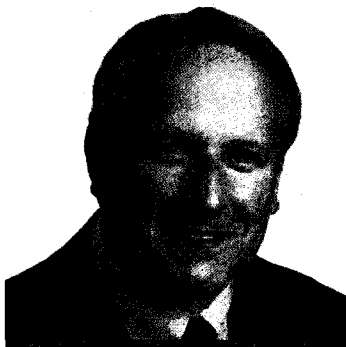
APPENDIX C KEY PERSONNEL

**Tom Robinson
David Ziskind
Steve Nadler
Richard Milliken
Price Jepsen
Fred Moyer
Harrison Staley
Tom Fitzgerald**

Your Team

We have structured our team so that most of our key staff and all of the specialized staff are scalable positions. The participation will be based on program needs and are shown for depth of resources.





Ron Marsh, PE, LEED AP BD+C

EXECUTIVE COMMITTEE TEAM

Executive Oversight Team

SUITABILITY FOR ROLE

Ron Marsh has over 30 years of experience in the construction industry and is Heery's Midwest Area Manager, responsible for operation in Chicago and the Midwest. Concurrently, he is Heery's Manager of our CAREPlus Joint Venture for CM Services at O'Hare and Midway Airports for the City of Chicago's Department of Aviation Capital Improvement Programs. Previously, he has served in many positions on other projects, including justice, retail, housing and highway, successfully managing them throughout pre-construction, construction and closeout phases with an emphasis on cost management, schedule, phasing and User interface.

Capital Program Management Experience:

- Senior Project Manager – Construction, responsible for overall Design and Construction Management for the Chicago Department of Aviation's Capital Development Programs at O'Hare and Midway Airports. Over \$1.0 billion in construction projects, including Airside, Landside, Terminal and Mechanical, were successfully completed with minimum impacts to the traveling public and airline operations.
- Senior Project Manager – Construction, responsible for the overall Design, Procurement and Construction Management for CJ Bio America for their initial project in the United States, a \$320 million Lysine Plant in Iowa including the oversight of over (60) Prime Contractors/Equipment Suppliers from multiple different countries. Acknowledged as the most successfully constructed plant for CJ Bio America based on cost/schedule/quality management.
- Area Manager – Midwest, responsible for overall Business Development and Operations for a wide range of market sectors and contracting methods. Established over 200% growth in his initial year in the role.

Firm

Heery International, Inc.

Years of Experience

31

Education

Bachelor of Science, Civil Engineering, Bradley University

Licenses/ Certification

Professional Engineer
LEED Accredited Professional,
BD+C

Commitment to Cook County

As Needed

Commitment to Other Projects

Varies

RELEVANT PROJECTS

Joint Venture Representative CARE/CAREPlus Joint Ventures at Chicago O'Hare and Midway Airports, Chicago, IL

Heery's Senior Manager for the CAREPlus Joint Venture responsible for Heery's management team on the City of Chicago Department of Aviation's Capital Improvement Program. Duties include staffing, financial and owner interface as applicable. Ron also actively provides reviews of current aviation projects/programs at both O'Hare and Midway Airports for the Heery staff on the program.



Marsh, continued

Senior Project Manager, Chicago Airport System Capital Improvement Program, O'Hare and Midway International Airports Chicago, IL

Mr. Marsh's specific activities included approval of pay estimates, contract changes, schedules, and incorporation of design revisions. He prepared annual Budget forecasts and reviewed with the client prior to budget approval each year. Mr. Marsh provided reports on daily and monthly basis to the client on progress, budget and issues. Specific projects under his direction included:

- **Department of Aviation Office Consolidation, Building 4** - Building renovation project converting an old military building to the new Department of Aviation Administration Building. Complete demolition / reconstruction of a 2-story, 175,000-SF, interior space totalling \$14.5 million.
- **Runway 4R-22L Rehabilitation Chicago Midway International Airport** - This \$15 million project included variable depth asphalt reconstruction on a nightly basis. Reconstruction of the Runway 13C-31C/4R-22L Intersection on nightly 4-hour closures and complete replacement of the Runway edge light electrical system.
- **Runway 9R-27L Rehabilitation Chicago O'Hare International Airport** - This \$10.5 million project included asphalt scarilay removal/replacement on a nightly basis. Widening of existing shoulders to 35 feet. Removal / replacement of Runway centerline light system.
- **Runway 4R-22L Rehabilitation Chicago O'Hare International Airport** - This \$10.2 million project included asphalt scarilay removal / replacement on a nightly basis. Widening of existing shoulders to 35 feet. Removal/replacement of Runway centerline light system.
- **Runway 13C-31C, 4R-22L EMAS Chicago Midway International Airport** - Two projects consisting of the excavation/asphalt prep and installation of new Arrestor System EMAS Blocks at the end of each of the (4) runways totalling \$10 million. Relocation of the blast fences and infrastructure for the new localizer locations.
- **Terminal Fire Protection Chicago O'Hare International Airport** - Project included \$8.5 million installation of fire protection system to the public/mechanical areas of Concourse E, F, G, H, K and L. Work performed at night with areas returned to operation daily.
- **North Cooling Tower Replacement Chicago O'Hare International Airport** - Project included \$3.8 million demolition and new construction of the North Cooling Tower. New concrete basin, new fiberglass/pvc construction and new associated piping/controls. Work completed during one Chicago winter season.
- **Terminal 1 Canopy, Terminal 2 Interior Renovation Chicago O'Hare International Airport** - Project included \$80 million new steel canopy along upper level roadway at Terminal 1. Phased renovation of upper and lower levels of Terminal 2 Interior, including operation, office, baggage, public, security and concession space.
- **Elevator/Moving Walkway Modernization Chicago O'Hare International Airport** - Projects consisted of modernization of (37) elevators and the complete replacement of (6) moving walkways in the terminals and CTA Center with total contract amount of \$10 million.
- **Elevated Parking Structure Chicago Midway International Airport** - A 250,000-SF, \$75 million economy parking structure at Midway. Project included a precast concrete structure with precast concrete shell. Remote asphalt surface lots, utilities, security and elevator systems.
- **Concourse A Infill and Expansion Chicago Midway International Airport** - Project consisted of \$27 million, (2) new terminal expansion buildings, providing an additional 60,000-SF of concession, airline operation and public areas.



Marsh, continued

- **American Airline Bag Room Pavement Repairs Chicago O'Hare International Airport** - Apron pavement removal replacement, waterproof membrane installation above the AA bag Room, and replacement of fuel pits totaling \$5.5 million
- **In-Line Baggage Screening Projects Chicago O'Hare & Midway International Airports** - Projects consisted of \$140 million new In-line baggage systems/areas at Terminal 1 for UAL, Terminal 3 for AA, Terminal 5 for International and at Midway.

Airport Owners Representatives, Chicago Airport System Capital Improvement Program O'Hare and Midway International Airports Chicago, IL

Managed the pre-construction, construction and closeout of activities, overseeing project managers and resident engineers, as well as scheduling, budgeting, contracting changes, designing, and quality. Specific projects included:

- **High Temperature Ball Joint Replacement at the H&R Plant Project** - This \$500,000 project replaced existing ball joint expansion protection on O'Hare Airport's high temperature water system with pipe loops.
- **Willow Higgins Reservoir Project** - Reservoir/Pump Station Facility totaling \$35 million for flood control at O'Hare Airport and neighboring communities. Included nearly 2 million cubic yards of excavation; 6,000 lf of 144" RCP storm piping, a portion of which was jacked under a 90" high pressure water main; soil stabilization via jet grouting; light weight concrete; installation of both clay and geosynthetic clay liners; and construction of a 32' diameter pump station wet well via the caisson method.
- **Touhy Avenue Reservoir Project Chicago** - A reservoir facility combining with the Willow Higgins Reservoir to provide flood control at O'Hare International Airport and neighboring communities. The \$15 million project included 1.2 million cubic yards of excavation; hauling to a sound berm location on the south side of the airport; clay liner; underdrain; electrical; and concrete control structures/spillways.
- **T5 Five Upper Roadway Reconstruction** - The scarification and rehabilitation of an existing post tensioned concrete bridge utilizing latex modified concrete. The \$2.5 million project was phased to maintain uninterrupted access to four of the six departure level terminal entrances at all times during construction.
- **O'Hare Modernization Program** - Mr. Marsh was specifically responsible for the earthwork, drainage and related structure portion of the assignment for all (six) new runways and related infrastructure/environmental requirements. All aspects of the upfront work proved to be accurate during the successful construction phase of the program.

THREE REFERENCES

Joe Gabbert Airline Construction Prep	J.T. Nam, CEO CJ Bio America, Inc.	Mark Peterson, President Bilfinger - Westcon
Airline Parties Construction Representative	2 years	2 years
11 years	\$320 million	\$60 million
\$1.5 billion to \$2 billion	1946 Harvest Drive Fort Dodge, IA, 50501	7401 Yukon Drive Bismarck, ND 58503
P.O. Box 66294 Chicago, IL 60666	515.302.8028	701.222.0076
773.686.7674	jt.nam@cj.net	mark.peterson@ westconindustries.com
apcr1@aol.com		



Jan Turner, CCM, LEED AP
EXECUTIVE COMMITTEE TEAM

Executive Oversight Team

Firm

STV Construction

Years of Experience

42

Education

Bachelor of Science, General Studies; Western Illinois University

Licenses/ Certification

Certified Construction Manager
Licensed Real Estate Broker
LEED Accredited Professional, BD+C

Commitment to Cook County

As needed

Commitment to Other Projects

Varies as needed

SUITABILITY FOR ROLE

Ms. Turner is a vice president in the firm's Construction Management Division and the territory manager of the unit's Midwest area, with 42 years of experience in construction management, project management, planning efforts, and LEED sustainability initiatives. She has a proven ability to manage the planning, design, and construction phases for a wide range of projects in a number of industries, and is skilled in value engineering, supply chain management, schedule and budget development, quality assurance and remediation oversight, and personnel management. Ms. Turner has been involved with numerous projects including correctional facility projects early in her career, and more recently, higher education, K-12, residential, healthcare, nonprofit, senior housing, and commercial market sectors.

Capital Program Management Experience:

- Seasoned project executive with experience in a wide range of facility construction, reconstruction, and renovation projects throughout Chicago
- Oversaw project management services for construction of a new \$200 million LEED Silver certified research facility for the University of Chicago
- Served as owner's representative for a 5,000-SF program and administrative headquarters for a disability advocacy group that incorporated numerous sustainability features, universal design, and expansive accessibility, achieving LEED Gold certification

RELEVANT PROJECTS

Principal-in-Charge, Chicago Department of Fleet and Facility Management Police Education and Training Academy, Chicago, IL

Led program management efforts during upgrades valued at \$2.75 million to enhance physical training efforts and technological instruction capabilities at the Chicago Police Education and Training Academy for the city's Department of Fleet and Facility Management (formerly Department of General Services). To keep the project on budget and ensure the quality of work, Ms. Turner and her team monitored construction throughout the project's duration. Under her leadership, a state-of-the-art exercise room and a large multiuse classroom with new technologically advanced equipment were added. Ms. Turner's team also prepared and reviewed budgets, cost estimates, and schedules for individual work orders.



Turner, continued

Principal-in-Charge, University of Chicago William Eckhardt Research Center, Chicago, IL

Oversaw project management services in support of the University of Chicago's on-site team for construction of a new \$200 million, 6-story, 277,000-SF research facility at the Hyde Park campus. The center, which is expected to achieve LEED Silver certification, is home to the new Institute for Molecular Engineering and several world-renowned research groups within the Division of Physical Sciences, including the Department of Astronomy and Astrophysics, the Enrico Fermi Institute, and the Kavli Institute for Cosmological Physics, as well as laboratories, offices, conference rooms, a clean room, and a hazardous process materials area. Ms. Turner's team provided quality and schedule oversight, cost review, contractor submittal oversight, document control, and stakeholder coordination.

Principal-in-Charge, CLC Program Management Services, Chicago, IL

Led program management efforts for the College of Lake County (CLC)'s \$148 million master plan laying out a 5-year, 3-campus capital construction program expected to be completed in 2017. In conjunction with its 2011 strategic plan, which emphasizes sustainability as a core value, the master plan focuses on modernization and efficiency initiatives. Services falling under Ms. Turner's scope of work included renovations to buildings A and B, road expansion, signage upgrades, a new science building and sustainable agriculture laboratory at the Grayslake campus, a new chemistry lab at CLC's Southlake campus, library renovations, a geothermal plant with carrier pipe loop, HVAC upgrades, classroom modernizations, and auto shop renovations. She managed a team providing oversight of contractors performing construction management, architecture and engineering, and trade services. Microsoft Project was implemented as a database solution for tracking and coordinating individual projects while ensuring fulfillment of the master plan's budgeting and scheduling standards.

Project Executive, University of Chicago Joe and Rika Mansueto Library Addition, Chicago, IL

Provided project management oversight for the expansion of University of Chicago's Joe and Rika Mansueto Library. Designed to rapidly retrieve one of 3.5 million books housed underground, the design required an automated book retrieval system, a 50-foot-deep slurry wall, and a reinforced steel and glass dome. As project executive from preconstruction through completion, Ms. Turner coordinated the design process with university faculty and staff; performed value engineering, drawing, and cost estimate reviews; regularly prepared and updated a budget; and oversaw the evaluation and selection of subcontractors. During construction, her team provided full-time, on-site staff responsible for cost, schedule, and quality compliance.

Project Executive, IFF Access Living Headquarters Development, Chicago, IL

Provided project management and owner's representative services during preconstruction and construction of a new 35,000-SF program and administrative headquarters in Chicago for Access Living, a not-for-profit disability advocacy group, as part of a program administered by the Illinois Facilities Fund (IFF). During the project's preconstruction and construction phases, Ms. Turner attended meetings, prepared cost estimates, developed a budget, and performed value engineering. The 4-story masonry building features a curtain wall with clear glass and expressed horizontal mullions, below grade parking, and a roof deck and greenhouse. Because Access Living promotes universal design as part of its advocacy mission, the facility's design attempted to accommodate the widest possible range of accessibility needs. The building earned LEED Gold certification as well as five major industry awards.



Turner, continued

THREE REFERENCES

Larry Blouin

University of Chicago

1 year

\$200 million

5235 S. Harper Court, suite 1000

Chicago, IL 60615

(773) 834-4119

lblouin@uchicago.edu

Lynn Murphy

Northwestern Memorial
HealthCare

2 years

Unknown

211 East Ontario Street, Suite
1450, Chicago, IL 60611

(312) 635-3768

lynn.murphy@nm.org

Nancy Cutter

Senior Lifestyle

3 years

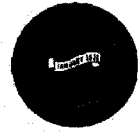
\$120 million

111 E. Wacker Drive, Suite 2200

Chicago, IL 60601

(312) 673-4503

ncutter@idg-llc.com



David Ziskind, FAIA, NCARB, LEED AP BD+C

MASTER PLANNING

Key Staff Position

Firm

STV Construction, Inc.

Years of Experience

47

Education

Bachelor of Architecture; Pratt Institute

Bachelor of Arts; Colby College

Licenses/ Certification

Registered Architect

LEED Accredited Professional, BD+C

National Council of Architectural Registration Boards (NCARB)

Commitment to Cook County

70% or full time as required during master planning

Commitment to Other Projects

30%

SUITABILITY FOR ROLE

Mr. Ziskind has designed and managed complex architectural projects for 47 years, for which he has received a number of awards from local and national organizations. His expertise includes the planning and design of correctional facilities all over the world. Mr. Ziskind is recognized as a leader in successfully creating physical environments that support rehabilitation through the creation of humane, normative, and safe environments, including appropriate medical and mental health programs, implemented through consideration of massing, material selection, and scale. The result has been proven to aid in the meaningful integration of prisoners back into the community and to reduce recidivism.

Capital Program Management Experience:

- Developed master plans for 47 state and county correctional and mental health facilities throughout Massachusetts
- Directed planning, architectural design, and engineering for the \$65 million IDOC Correctional Institution for Women, a state-of-the-art 888-resident campus seeking LEED Gold certification
- As part of a master plan, directed an existing conditions survey and assessment to make optimal use of existing buildings at a correctional facility in Nassau County, NY

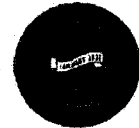
RELEVANT PROJECTS

Principal-in-Charge, IDOC Iowa Correctional Institution for Women Expansion, Mitchellville, IA

Directed planning, architectural design, and engineering for this new, 888-bed women's prison in Mitchellville, IA, for the IDOC. The \$68 million project transformed a smaller existing facility into a state-of-the-art women's prison with new multi-custody housing, skills training programs, mental health and medical facilities, and correctional industries. An enlightened client partnered with the firm in creating a facility that specifically addresses design criteria appropriate to preparing incarcerated women for their return to their families, communities, and workplaces. The firm's design, which involved the renovation of two buildings and the construction of six new buildings, incorporated numerous sustainable building measures.

Principal-in-Charge, CDCR California Correctional Facility Healthcare Improvements, San Diego, CA

Reviewing programming and design documents to verify conformance to current justice design principles reflecting efficient and humane treatment environments for the California Department of Corrections and



Ziskind, continued

Rehabilitation (CDCR). As part of a larger statewide program, the firm is providing planning and design services for new and renovated medical and mental health facilities at the California Institution for Men and the California Institution for Women in Chino and at the Richard J. Donovan Correctional Facility in San Diego. In collaboration with a comprehensive project team, the firm's focus is on providing justice planning, programming, and architectural design. The firm is also providing structural and civil engineering support.

Principal-in-Charge, Massachusetts DCAMM Massachusetts Statewide Correctional Master Plan, Statewide, MA

Performed condition assessments of 47 state and county facilities, including health care, mental health, and women's facilities, as well as pre-arraignment and release initiatives, for the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM). Mr. Ziskind directed the development of 21st century master plans for these correctional facilities.

Principal-in-Charge, Massachusetts DCAMM Western Massachusetts Regional Women's Correctional Center Design-Build, Chicopee, MA

Oversaw civil engineering, architectural design, and construction administration services for the \$27 million design-build of this 3-story, 90,000-SF women's modular correctional facility in Chicopee, MA, for the Massachusetts DCAMM. The building featured a precast concrete exterior, including precast modular cell façades and precast concrete panel for all other areas. The firm also provided drainage and utility design, access road design, and design for a 200-space parking lot; landscape architecture; retaining wall design; and construction phase services. The firm also prepared a stormwater pollution prevention plan.

Principal-in-Charge, Nassau County DPW Correctional Center Feasibility Study and Master Plan, East Meadow, NY

Directed an existing conditions survey and assessment of how to make optimal use of buildings A and B at this correctional facility in East Meadow, NY, relative to the correctional needs projected through 2012, 2017, and 2022. These projections were based on life-cycle costs, population, gender, and classification requirements, including custody levels and special management needs. The firm then identified operational requirements and space needs, analyzed the potential for long-term reuse of buildings A and B, and prepared a master plan for the Nassau County Department of Public Works (DPW).

Principal-in-Charge, Massachusetts DCAMM State Police Holding Cell Improvements, South Boston, Springfield, and Andover, MA

Overseeing the development of improvements to the holding cells at State Police barracks in South Boston, Springfield, and Andover, MA. The projects will serve as a pilot program for the Massachusetts DCAMM to evaluate and determine whether the firm's ideas can be standardized and replicated at the state's 36 other barracks. A project goal is to do the best with the limited financial resources to improve safety. The firm is also working with the Massachusetts Department of Public Health and Department of Public Safety, two agencies that will evaluate whether the proposed repairs meet code requirements for detention facilities.



Ziskind, continued

THREE REFERENCES

John Baldwin

Iowa Department of Corrections
(former)

7 years

\$68 million

510 East 12th Street
Des Moines, IA 50319

(217) 558-2200

John.baldwin@doc.illinois.gov

Patti Wachtendorf

Iowa Department of Corrections

7 years

\$68 million

510 East 12th Street
Des Moines, IA 50319

(515) 725-5006

patti.wachtendorf@iowa.gov

Antonio Figueroa

New York City Department of
Corrections (former)

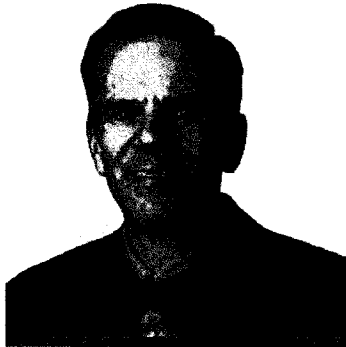
6 years

Unknown

Hazen Street,
East Elmhurst, NY 11370

(212) 334-2600

afigueroa@lhparc.com



R. Price Jepsen, AIA, NCARB, LEED AP BD+C

MASTER PLANNING
PROJECT MANAGER

Key Staff Position

SUITABILITY FOR ROLE

Mr. Jepsen has 32 years of proven expertise in providing comprehensive master planning, facility planning, and architectural and operational programming services for a variety of technically complex building types. Sensitive to client and user needs, he is experienced in managing thorough data collection and comprehensive data analysis efforts to produce quality plans and programs for individual buildings and large campuses. An adept project manager, Mr. Jepsen is skilled in coordinating large, multidisciplinary teams to produce a quality product on time and within budget. His diverse background includes all project phases from planning and programming through design, construction, and post-occupancy evaluation. Through his understanding of LEED goals and objectives, Mr. Jepsen contributes to the selection of environmentally friendly building materials and their implementation in rehabilitation design. Mr. Jepsen's justice planning experience includes detailed planning and design for prisons, local detention centers, courts, and specialty correctional facilities such as direct-supervision, medical, and drug treatment facilities.

Capital Program Management Experience:

- Planning project manager for the \$60 million master planning project at the 440-acre, 4.5 million-SF Rikers Island complex
- Project programmer for the \$65 million IDOC Correctional Institution for Women, a state-of-the-art 888-resident campus seeking LEED Gold certification
- Lead planner for architectural, engineering, and construction administration services to restructure five high schools in the Bronx, NY, as part of a \$4.3 billion, 5-year capital improvement plan

Firm

STV Construction, Inc.

Years of Experience

32

Education

Bachelor of Architecture;
University of Oregon

Licenses/ Certification

Registered Architect
LEED Accredited Professional
BD+C

National Council of Architectural
Registration Boards (NCARB)

Commitment to Cook County

100% during master planning

Commitment to Other Projects

As needed after master planning

RELEVANT PROJECTS

Project Programmer, IDOC Correctional Institution for Women Expansion, Mitchellville, IA

Coordinated architectural and engineering programming and room datasheet development for the renovation and expansion of this facility in Mitchellville, IA. Mr. Jepsen developed program and pre-design documents in conjunction with the larger master planning and client teams. The \$65 million IDOC project will transform the 445-bed facility into a state-of-the-art 888-resident campus with new multi-custody housing, skills training programs, mental health and medical facilities, and correctional industries. STV's design incorporates numerous sustainable building measures, and the project is registered with the certification goal of LEED Gold.



Jepsen, continued

Project Manager/Planner, NYCDGS/NYCDOC Rikers Island and North Brother Island Master Plan and Implementation, Rikers Island, NY

Managed planning services for the New York City Department of General Services (NYCDGS) and NYCDOC in the master planning and implementation of the \$60 million project at the 440-acre Rikers Island complex, composed of facilities totaling over 4.5 million-SF and housing approximately 18,000 inmates on Rikers Island, NY. The 40-year master plan covered a scope of approximately \$2.5 billion.

Project Planner, NYCDOC Prototypical Communicable Disease Unit, Rikers Island, NY

Led the planning and concept development aspects of this \$60 million, fast-track design-build of isolation-type beds for inmates diagnosed with tuberculosis on Rikers Island, NY, for the NYCDOC. The 140-bed facility was a response to a Federal court order calling for a state-of-the-art, isolated medical unit offering intensive care and maximum security.

Project Programmer, NYSOGS Male Youth Detention Facility, Hudson Valley, NY

Provided facility planning and programming for a new, 235,000-SF, 300-bed male youth detention facility in the Hudson Valley, NY. Mr. Jepsen developed an operational model for the NYSOGS as part of the complete design for the new facility. He also conducted meetings with the client.

Lead Programmer, Nassau County DPW Correctional Center Feasibility Study and Master Plan, Nassau County, NY

Led a programming team to develop an architectural and operational program for the master plan of the Nassau County Correctional Center in Nassau County, NY. Mr. Jepsen coordinated the efforts of STV's in-house planners as well as the efforts of expert outside consultants to develop a program that reflected the state of operations, needs, and limitations of the county facilities for the Nassau County Department of Public Works (DPW).

Project Manager, MADOC Souza-Baranowski Correctional Center FF&E, Shirley, MA

Managed the commissioning for the design-build of the new, 1,150-bed, maximum-security facility in Shirley, MA. Mr. Jepsen supervised the development of a fixture, furniture, and equipment (FF&E) program required for the occupation of the new facility. The program included administration, security and custody equipment, maintenance, vehicles, education and vocations, religion, medical, food service, and housing areas. He also oversaw the development of comprehensive order lists for all equipment, including specifications and costs. Using these documents, the state outfitted this Massachusetts Department of Correction (MADOC) facility for early, phased occupancy.

Project Manager, MIDOC State Prison of Southern Michigan (SPSM) Decentralization and Reorganization Master Plan, Jackson, MI

Managed planning and design aspects of the \$150 million decentralization of correctional facilities in Jackson, MI. Mr. Jepsen also oversaw construction administration during this Michigan Department of Corrections (MIDOC) project, which involved the decentralization of an existing 5,200-bed facility into five distinct units with a shared infrastructure at the prison. This decentralization plan, ordered by a Federal court, was based on a modified direct supervision concept.



Jepsen, continued

THREE REFERENCES

Mary Pichetti

Massachusetts School Building Authority

6 years

\$4 million

40 Broad Street, Suite. 500,
Boston, MA 02109

(617) 720-4466

Mary.pichetti@
massachusettschoolbuildings.
org

Roman Goik

New York City School
Construction Authority

8 years

\$100 million

30-30 Thomson Avenue
Long Island City, NY 11101

(718) 472-8638

rgoik@nycsca.org

James Jamieson, AIA

New York State Office of General
Services

1 year

\$137,500

Empire State Plaza
Albany, NY 12242

(518) 474-6184

James.Jamieson@ogs.ny.gov



Fred Moyer, RA, FAIA

PLANNING

Key Staff Position

Firm

Moyer Associates, Inc.

Years of Experience

31

Education

Master of Fine Arts, Architecture Design, Princeton University
Bachelor of Architecture, University of Illinois
Ecole d'Art Americanines, Fountainbleau, France, Diplome d'Architecture

Licenses/ Certification

Registered Architect –State of Illinois, registration attained in 42 other states
College of Fellows, American Institute of Architects
U.S. Dept. of Homeland Security, Certified Consultant

Commitment to Cook County

60%

Commitment to Other Projects

40%

SUITABILITY FOR ROLE

Frederic Moyer brings 46 years of experience in Corrections, Law Enforcement and Judicial facilities planning, programming and design including large scale capital improvement program developments. A former Professor of Architecture at the University of Illinois, Fred co-authored Prison Architecture, an international survey of the state-of-the art, under the auspices of the United Nations and published by the Architectural Press, London. His research in this country developed nationally recognized facility planning guidelines for corrections, law enforcement, and court facilities under the funding support of the U.S. Department of Justice, Law Enforcement Assistance Administration. That research had its beginning at the Cook County Jail at 26th and California.

Capital Program Management Experience:

- Former Director, National Clearing house for Criminal Justice Planning and Architecture. Coordination of a large multi-disciplinary staff serving as a national resource to architects/engineers and representatives of state and local government for best practices in system planning and justice facility needs and responses. Technical Assistance delivered in over 3,000 projects nationwide.
- President, Moyer Associates Inc., 1977-present, serving as Project Director and principal participant in developing comprehensive facility master planning and capital improvement programs for major urban counties, state correctional systems and other jurisdictions nationally and internationally.
- Consultant to locally-based architects/engineers and their clients in evaluating existing correctional, court and law enforcement facilities and determining needs and solution options.
- Fred Moyer's experience and capabilities extend equally between the law enforcement, courts and corrections components of the justice system...all of which are part of this project.

RELEVANT PROJECTS

Principal Project Consultant, Correctional Facility Master Plan, Kingdom of Saudi Arabia

This \$2.5 billion new construction project has involved three (3) successive contracts over a fourteen(14) year period, serving the Ministry of the Interior, Kingdom of Saudi Arabia. Fred was initially selected to consult with the design architect in developing the functional and space programming needed to meet Saudi correctional facility needs in compliance with recognized and mandated standards in the field.



Moyer, continued

Prototype facilities were designed by Moyer Associates Inc. at 10,000 beds, 6,000 beds, 1440 beds and 600 beds - each to be constructed at multiple locations. These included judicial components, staff housing, religious and other programmatic functions. Subsequently, the government engaged Moyer in a follow-on contract to analyze project costs and work with Saudi contractors in value engineering the projects to a 20 per cent cost reduction while maintaining standards compliance. This was accomplished, and Moyer was contracted in a third phase to develop final design and construction documents and provide support during construction implementation.

Principal Project Consultant, Jefferson County Correctional Facility Master Plan, Birmingham, AL

This project involved functional and space programming for a potential 5,200 bed new construction replacement and expansion of existing county facilities, based upon trends and projections in demands for service. Many years of changes in correctional facility requirements had been unaccompanied by funding for maintaining or improving existing facility resources. Moyer brought an innovative approach that facilitated an incremental approach to improvements implementation. This reduced up-front costs and provided for a parallel strategy to be conducted that focused upon alternatives to incarceration and the reduction of projected bedspace need. Fred Moyer directed Moyer Associates Inc. consulting activities, working with County government representatives and locally-based architects and engineers.

Consultant and Owner's Representative, Courthouse Master Plan and Renovation, Douglas County, NE

This project involved the Circuit Court, District Court, Conciliation Court and Municipal Court which, with all jurisdictions, presented an existing thirty-one different courtrooms plus court related support space. Also involved were all government offices serving Douglas County and the City of Omaha. With a total existing occupancy of over 600,000-SF, Moyer Associates Inc. was retained to conduct an evaluation of existing space adequacy in the Douglas County Hall of Justice and adjacent but separate high-rise Civic Center office building. Project methodology included the administration of survey questionnaires to personnel in the more than one hundred and forty units involved and individual interviews with supervisory and line staff. Overall consulting services include the definition of space and facility needs in all areas on a current and projected basis. Also involved was the preparation of a Strategic Facilities Masterplan which established a blueprint for the most effective and efficient use of existing facility resources together with a phased expansion plan which groups components according to proximity needs, organizes public circulation and access, and anticipates future facility requirements with an orderly expansion plan. Among the many important issues were the conservation of the exquisite historic features of the existing Courthouse while integrating contemporary security requirements in an unobtrusive manner.

THREE REFERENCES

Paul Cohen, Administrator

Omaha Douglas Public Building
Commission

2000 - 2016

\$100 million

1819 Farnam Street #1205
Omaha, NE 68183

402.444.5345

paul.cohen@odpbc.org

Khaled Tewfik D. Arch.

ZFP-MOI Project Manager
Correctional Facilities Master
Plan

2000-2015

\$2.5 billion

Kin Abdul Aziz. Rd. Ar Rabi
Riyady 13316, Saudi Arabia

011.1.966.26547171

ktwefik@midarksa.com

John Firman

Director of Development
International Association of
Chiefs of Police

Our association has been in
many projects extending from
1986 to the present.

\$300 million

44 Canal Center Plaza, Suite 200
Alexandria, VA 22314

703.836.6767

firmanj@theiacp.org

[6-35]



Harrison Staley, CCM, PEI, CMIT

SCHEDULING

SPECIALTY SERVICES MANAGER

Key Staff Position

SUITABILITY FOR ROLE

Harrison Staley is a certified construction manager, construction professional, and team leader with over 20 years of experience in new construction, renovations, transportation, and site improvement projects including police stations, schools, community centers, banks, parks, airports, roads, and bridges with a value of approximately \$1.8 billion worth of design and construction.

Capital Program Management Experience:

- Responsible for overseeing multiple construction and design managers on multiple projects ranging in cost from \$1 million to \$30 million for Chicago Public Schools.
- Responsible for oversight of construction manager for the \$400 million Chicago Public Schools CIP project.

Firm

Ardmore Associates, LLC

Years of Experience

20

Education

Masters of Engineering & Construction Management, Illinois Institute of Technology, Chicago

B.S. General Engineering (mechanical/structural concentration) with secondary field in Business Administration, University of Illinois, Urbana, IL

Licenses/Certification

Professional Engineer Intern (PEI) #061-026873

Certified Construction Manager (CCM) #A1466

Construction Manager in Training (CMIT) Mentor

Commitment to Cook County

100%

Commitment to Other Projects

0%

RELEVANT PROJECTS

Group Manager/Project Director, Ardmore Associates, Chicago, IL

As group manager for Ardmore, Mr. Staley is responsible for the development of a group of employees along with performance reviews and additionally assisting with business development needs of the firm. As project director, responsible for overseeing multiple construction and design managers on multiple projects from inception to closeout on behalf of Chicago Public Schools. Many of the projects were summer critical with short durations requiring acute oversight and skilled management with costs ranging from \$1 million to \$30 million. Additionally performed as the liaison between the Board Departments and the schools to provide continuity and communication during the design, preconstruction, construction, close out and warranty periods, coordinating sign off, translating design documents and transfer packages into basic documents easy to understand, developing and maintaining a lessons learned program, oversaw project budget and schedule, oversight of the construction manager.

Senior Project Manager, Public Building Commission of Chicago, Chicago, IL

Responsible for providing critical input during the design phase, development of appropriate correspondence, recording of appropriate field documentation, claims avoidance, analyzing bids and making recommendations, managing budgets, conducting weekly progress meetings with the owner, architect, and contractors; review and approval of schedule, executing pay estimates, reviewing and negotiating change orders, managing punch lists, and project close out phase. Team leader for architect of record, general contractor, and in-house staff of three.



Staley, continued

Program Manager, AECOM, Chicago, IL

Program Manager for the Capital Improvement Program (CIP) for Chicago Public Schools. Responsible for oversight of the construction manager and providing technical or other support to the client under special projects. This oversight task included ensuring the construction manager performed per contract, reviewed and provided input on change orders, and provided technical support and advice to the construction manager where needed. Monitored and assisted with the close out and commissioning effort program wide. The 2008 and 2009 CIPs had a budget of \$400 million and \$300 million.

Senior Project Manager, URS Corporation, Chicago, IL

Performed as an owner's representative on K-12 projects for Lindop School District 92 and Chicago Public Schools. Responsible for the administration of contracts including leading the entire project team, providing critical input during the design phase, development of appropriate correspondence, recording of appropriate field documentation, claims avoidance, analyzing bids and making recommendations; managing budgets; conducting weekly progress meetings with the owner, architect and contractors; review and approval of schedule, executing pay estimates, reviewing and negotiating changes orders, managing punch lists, and project close out phase. Team leader for architect of record, general contractor, and in-house staff of seven.

Project Manager, Cotter Consulting, Inc., Chicago, IL

Performed as the owner's representative on new construction, site improvement, and airport projects. Responsible for the administration of contracts including coordinating the entire project team, compiling and analyzing bids, making bid recommendations, development of appropriate correspondence, recording of appropriate field documentation, claims avoidance, managing budgets, and conducting weekly progress meetings with the owner, architect and contractors; review and approval of schedule, executing pay estimates, reviewing and negotiating change orders, managing punchlists, and project close out phase.

Assistant Director of Public Works, Village of Park Forest, Park Forest, IL

Performed as an owner responsible for design and supervision of public works projects including Illinois Department of Transportation, Cook County, and Will County related projects and supervision of 22-man public works crew. Drafted plans, wrote specifications, compiled bid proposals, conducted field measurements and surveying; provided field supervision for projects to assure compliance, handle all facets of contract administration, assisted in fiscal year budgeting, assessed status of village infrastructure to prioritize projects, and responded to resident complaints concerning drainage and sewer problems.

Assistant Project Manager, Cotter Consulting, Inc. Chicago, IL

Performed as a consultant for the Chicago Department of Aviation of O'Hare and Midway Airports. Responsible for the insurance of safety and quality, preparation of quality plan, supervised contractor activities, inspect completed work, administration of independent testing labs, assisted in project close outs, liaison between the Department of Aviation and contractors for job order contracting.



Staley, continued

THREE REFERENCES

David Reynolds
Commissioner
(Former Deputy Commissioner
of Chicago Department of
Environment – Chicago Center
for Green Technology)

Consolidated Departments
of General Services and Fleet
Management

18 months

\$10 million

30 North LaSalle Street
Suite 300
Chicago, IL 60602

david.reynolds@cityofchicago.
org

Elizabeth Smith
Senior Manager of
New Construction and
Intergovernmental Affairs

Chicago Public Schools
(various CPS projects)

8 years

\$240 million

1 North Dearborn
Chicago, IL 60602

773.553.1000

ejfisk@cps.edu

Derek Messier
Chief Property Officer
(Former Deputy Housing
Manager for AECOM – Chicago
Public Schools)

Chicago Housing Authority

4 years

\$40 million

60 Van Buren Street, #12
Chicago, IL 60605

312.786.3245

dmessier@thecha.org



Steve Nadler, R.A., AIA, LEED AP

FACILITY ASSESSMENT
ADA ASSESSMENT AND PLAN

Key Staff Position

Firm

STV Construction, Inc.

Years of Experience

31

Education

Bachelor of Architecture;
University of Illinois

Licenses/ Certification

Registered Architect
LEED Accredited Professional

Commitment to Cook County

100%

Commitment to Other Projects

As Needed

SUITABILITY FOR ROLE

Mr. Nadler is a senior project manager with more than 30 years of experience with health, science, government, commercial, and residential facilities projects. He has provided architect's representative services from design and constructability review, value engineering, and bid review through on-site management of responses to RFIs, submittals, change order review, contract review, site observations, issue resolution and tracking, pay application certification, substantial completion review, and project closeout. Mr. Nadler has the demonstrated ability and technical knowledge to coordinate effectively with the entire project team, including design and specialty consultants, contractors, and clients to deliver required levels of system and overall building performance, with particular expertise in exterior envelope and related mechanical systems. He is also experienced in working with BIM to incorporate the latest technologies available during the design, manufacturing, and construction processes, for elements such as curtain walls and window systems.

RELEVANT PROJECTS

Senior Project Manager, University of Chicago William Eckhardt Research Center, Chicago, IL

Provided project management services in support of the owner's on-site team for construction of a new 6-story, 277,000-SF laboratory/research building in Chicago. The center is expected to achieve LEED Silver certification and is the home to the new Institute for Molecular Engineering and several world-renowned research groups within the Division of Physical Sciences, as well as laboratories, offices, conference rooms, a clean room, and a hazardous process materials area. The firm provided hardscaping and softscaping for the common area and quad outside the facility. Mr. Nadler's responsibilities for this \$200 million University of Chicago project included coordinating vendors, processing approvals, and supporting facility staff and internal stakeholders through quality and schedule oversight.

Forensic Architect, GSA 536 South Clark Street Federal Building Renovation, Chicago, IL

Oversaw field observation and reports, cost issue resolution, general construction administration, and investigation and resolution of structural installation issues for the interior renovation of the lower five floors and atrium of the 536 South Clark Street Federal Building in Chicago. The



Nadler, continued

10-story building, constructed in 1912, primarily houses the Department of Homeland Security. An example of the Chicago School architectural style, the building is listed on the National Register of Historic Places. Mr. Nadler was brought on during construction to support and improve architectural and engineering field services. He coordinated with the designer and contractor on behalf of the General Services Administration (GSA) to improve construction quality and address design issues for this challenging project.

Construction Services Manager, NAVFAC EURAFSWA Aviano Air Support Operations Squadron Facility, Aviano, Italy

Led design QA services for a 32,000-SF building in Aviano, Italy, that collocates the U.S. Air Force's 8th Air Support Operations Squadron with its air support operations, command section, and radio facilities, and provides space for administrative operations, training, vehicle and equipment maintenance, and storage. This \$7.2 million facility includes reinforced concrete foundation and floor slabs, as well as columns and beams. The exterior walls are clay tile and plaster masonry, and the pitched roof is clay tile. Other features include steel stud/gypsum board partition walls, metal doors, double-glazed thermal pane windows, an HVAC system, a fire detection system, a fire protection system, and noise attenuation. The design for this Naval Facilities Engineering Command Europe Africa Southwest Asia (NAVFAC EURAFSWA) project complied with the latest versions of United States and Italian standards, as well as Anti-Terrorism/Force-Protection requirements defined by Unified Facilities Criteria 4-010-01. Mr. Nadler managed the resolution of code, design, and construction issues to maintain the project schedule and budget, as well as pay application certification, substantial completion review, and project closeout.

Construction Services Manager, USDOE Argonne National Laboratory Energy Science Building, Lemont, IL

Managed design QA support for the construction of a new 3-story, 158,000-SF laboratory building on the Argonne National Laboratory campus in Lemont, IL. Clad in glass curtain walls and bronze-colored metal panels, the building houses two large, open labs on each floor. The building hosts up to 200 scientists and researchers from the Materials Science Division, Chemical Sciences and Engineering, Energy Systems Division, and Center for Nanoscale Materials. The innovative layout includes a central service corridor and utility zone providing 37 different gases. Open and closed offices and meeting spaces line the exterior walls of the lab floors. Spaces in its lowest level meet Vibration Criteria E, while the upper levels meet Vibration Criteria A. This \$95 million U.S. Department of Energy (USDOE) project is LEED Gold certified. Mr. Nadler was responsible for resolving any code, design, or construction issues that arose while minimizing design-related change orders and schedule and budget impacts.

Construction Services Manager, Advocate Health Care Advocate Christ Medical Center Ambulatory Pavilion, Oak Lawn, IL

Oversaw design phase QA and initial construction administration services for a new 9-story, 325,000-SF medical building in Oak Lawn, IL. The pavilion, which is connected to Christ Medical Center's main hospital, houses multidisciplinary outpatient clinics; 14 operating suites for outpatient procedures; endoscopy laboratories; two floors of advanced imaging technology; space for the campus' cancer, heart and vascular, and neurosciences institutes; and a Women's Center. The building is constructed of structural steel with an exterior skin that is a mixture of glass and precast concrete. The \$202 million project also included construction of a 6-level, 640-space parking structure connected to the pavilion by a pedestrian bridge. Construction challenges included limited lay-down space and a 6-lane road 22 feet from the building's edge, as well as proximity to a residential community, requiring careful attention to phasing, scheduling, maintenance and protection of traffic, and noise and air quality. Mr. Nadler's responsibilities included budget and schedule review and management and design quality and exterior envelope design coordination.



Nadler, continued

THREE REFERENCES

John Ekholm

William Eckhardt Research
Center (WERC), University of
Chicago

2014–2015

\$200 million

5555 S. Ellis Avenue

Chicago, IL 60637

(773) 834-4121

jekholm@uchicago.edu

Patrick Lyons

Advocate Healthcare

2000–2020

Cost is unknown

4440 W. 95th Street

Oak Lawn, IL 60453

(708) 684-1092

Patrick.lyons@advocatehealth.com

Jeff Cook

Reid Health

2005–2008

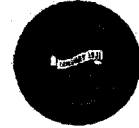
\$230 million

1100 Reid Parkway

Richmond, IN 47374

(765) 983-3035

Jeff.cook@reidhealth.org



Richard Milliken

CIP PORTFOLIO MANAGER

Key Staff Position



Firm

Heery International, Inc.

Years of Experience

33

Education

Bachelor of Science, Architectural Engineering, Southern Institute of Technology

Licenses/ Certification

N/A

Commitment to Cook County

90%

Commitment to Other Projects

10%

SUITABILITY FOR ROLE

Mr. Milliken has over 33 years of experience in the design and management of renovation and construction projects for federal, state and local government agencies. These projects include a variety of correctional and other public facilities, some of which were occupied during construction. He is experienced in partnering and completed the management of a large, self-contained Federal Bureau of Prisons project in Beckley, West Virginia under the partnering concept. He is also familiar with a wide variety of sophisticated scheduling software systems and has used the most up-to-date project management tracking systems.

Capital Program Management Experience:

- Program manager responsible for \$267 million jail expansion program, with goals to provide adequate beds through 2015 and infrastructure through 2025.
- Program included construction of 2025 beds and 323,150-SF of space.
- Responsible for day-to-day contact for design and construction of three different facilities within the larger County corrections system.

RELEVANT PROJECTS

Program Manager, Palm Beach County Jail Expansion Program, Palm Beach County, FL

Program management services for a \$267 million program. The program encompassed 1 million-SF of new and renovated jail spaces at existing facilities. The West Detention Center was 400,000-SF of new construction that included new Juvenile Academy and new Evidence Storage Facility; 75,000-SF of renovated construction including a new medical facility; new Video Visitation area; new Courts area and modifications to the existing Star facility. The Central Detention Center included 350,000-SF of new construction, including a stand-alone Central Video Visitation Center; new multi-story housing units; new Courts Building and new Central Booking facility. Renovated construction included 70,000-SF of interior renovations. Mr. Milliken was responsible for all day-to-day contact with the client, design team and CM for the design and construction of three distinct facilities within the County corrections system – the Main Detention Center, the Stockade, and the West County Detention Facility – totaling more than 1 million SF. The program involved new construction, renovations, and expansions to the facilities.



Milliken, continued

Sr. Project Manager, Norfolk Consolidated Court Complex, Norfolk, VA

As a consultant to an at-risk construction manager, Heery provided construction management services for the construction of the new, \$115 million Consolidated Courts Complex. The new 315,000-SF complex is being completed in two phases and will have 24 courtrooms, three shell spaces for courtroom space, jury deliberation rooms, judges offices, clerks offices, court administrative spaces, inmate holding cells, and other public related spaces. The project ties the new Courts Building to the existing hi-rise detention center.

Senior Project Manager, State Correctional Institution Phoenix, Skippack Township, PA

Design and construction services for a new blended security level \$350 million, 1 million SF, 3,422-bed prison, which includes a separate building for the Female Transitional Unit of 192 beds. Mr. Milliken was responsible for overall project administration, including project start-up, staffing, and contract negotiation with subcontractors. He oversaw maintenance of quality control systems, schedule requirements, cost accountability, and the establishment of management systems. Mr. Milliken attended all senior executive meetings and had responsibility for the joint review of internal budgets, cost to complete reports and schedule reports. He had joint review and approval responsibilities for all subcontractor pay applications and monthly billings to the owner. In addition, Mr. Milliken prepared and submitted all design invoices for monthly approval, processing and payment.

Project Manager, Rappahannock Regional Jail 48-Bed Addition, Fredericksburg, VA

A 2,500-SF dormitory addition to the existing facility. This addition was a design/build project completed and ready for occupancy within six months. Mr. Milliken provided full on-site program management services. Work had to be coordinated with the daily operations of the existing facilities.

Project Manager, Kern County Detention Center, Bakersfield, CA

A \$30 million, 410,000-SF detention center which has the capabilities to house 1,152 inmates in minimum, medium and maximum confinement. This facility was designed and constructed to take full advantage of adjacent farm lands for the purpose of irrigating, growing and raising all produce and livestock necessary for daily meals. The facility included the design and construction of its own wastewater treatment plant.

Project Manager, Saratoga County Jail and Emergency Services Center, Saratoga, NY

Located in upstate New York, this \$7 million, 108,000-SF county jail is capable of housing 384 inmates in minimum, medium and maximum confinement. This facility was designed, constructed and staffed to house the existing 911 emergency response equipment to handle all emergency calls for the county. Due to its location, water supply for both domestic and fire protection was furnished through the use of an above ground water storage tank.

Project Manager, Arlington County Jail and Public Safety Building, Arlington, TX

A \$9 million, 160,000-SF jail and public safety building capable of housing 192 inmates. The facility served as the headquarters for both fire and police operations.

Project Manager, Adams County Detention Center, Brighton, CO

A \$22 million, 338,000-SF detention center capable of housing 768 inmates in minimum, medium and maximum confinement. This facility was designed and constructed in three separate bid packages to utilize fast track design and construction. The facility was completed in two years.



Milliken, continued

Project Manager, Brevard County Detention Center, Brevard, FL

A \$12 million, 184,000-SF county detention center capable of housing 768 inmates in minimum, medium and maximum confinement.

Project Manager/Construction Manager, Montgomery County Government Center, Christiansburg, VA

Construction management services for the \$7 million conversion of a 200,000-SF old garment factory into a new government office building for the Town of Christiansburg, VA. As project manager/construction manager, Mr. Milliken was in charge of all day-today coordination and communication with the owner and architect. He was responsible for performing all preconstruction activities with the owner and architect, including contract execution and delivery of required insurance and bonds. He coordinated with the architect and local building department for the receipt of required building permits and assisted the estimating department with quantifying takeoffs. Mr. Milliken also scheduled and conducted weekly meetings with the owner and architect. His additional responsibilities included: developing projects schedules; preparing internal cost reports and tracking monthly expenditures; executing subcontracts and purchase orders; reviewing subcontract pay requests and change orders; and providing timely completion of all punch list and project closeout activities.

Project Manager, Rappahannock Security Center Building Facility Evaluation, Fredericksburg, VA

The development of a Building Facility Evaluation to determine the feasibility and practicality of purchasing an adjacent factory by the Regional Jail Board and renovating it into additional administrative space. This project involved performing a building inspection and an Environmental Assessment study.

Project Manager, Seneca Correctional Facility Expansion Alternative Studies, Montgomery County, MD

Heery was contracted to provide full construction program management services for this \$50.4 million, 400-bed, medium-security detention center with phased expansion capability to 800 beds. Although the project was eventually put on hold due to the economy and a change in inmate population projections, Heery was tasked to conduct, and has completed a study weighing the benefits of on-site expansion of the existing facility, total cost of construction of a new facility at another site, cost to remain in the existing facility and cost to construct a satellite for the expansion. Mr. Milliken directed these services and studies for the County.

THREE REFERENCES

Michael McPherson
Project Manager

Palm Beach County

6 years

\$267 million

2633 Vista Parkway
West Palm Beach, FA 33411

561.233.0278

mmcpher@pbcgov.org

George Hiltner
Facility Maintenance
Supervision

Pennsylvania Department of
Corrections

4 years

\$352 million

SCI Graterford, PO Box 246,
Graterford, PA, 19426

610.489.4151 Ext: 2956

ghiltner@pa.gov

Tim McCrane
Senior Project Manager

City of Norfolk

4 years

\$101 million

810 Union Street
Norfolk, VA 23510

757.664.4630

Tim.mccrane@norfolk.gov



Thomas Fitzgerald

PROJECT MANAGER -
ARCHITECTURAL DESIGN

Specialty Staff

Firm

Heery International, Inc.

Years of Experience

35

Education

Bachelor of Arts, Architecture,
University of Texas at Austin

Licenses/ Certification

ICC Commercial Building
Inspector 5107273-B2

ICC Structural Masonry Special
Inspector 5107273-84

ICC Spray-Applied Fireproofing
Special Inspector 5107273-86

ACI Concrete Field Testing
Technician 01210976

ICC Reinforced Concrete Special
Inspector 5107273

Commitment to Cook County
30%

Commitment to Other Projects
70%

SUITABILITY FOR ROLE

Thomas (Tom) Fitzgerald has 35 years of project management experience, working on a broad spectrum of ground-up building construction for commercial and public sector clients. He has acted as project manager, project engineer, inspector, and owner's representative for many types of cast-in-place concrete, steel, and wood construction facilities. His background includes supervising the construction of high-rise office buildings, healthcare facilities, jails, condominiums, marinas, a United States post office complex, warehouses, universities, and corporate recreation and meeting facilities.

Capital Program Management Experience:

- Experience working for both the public and commercial sector.
- Has performed multiple roles on projects in the past including Project Manager, Project Engineer, Inspector and Owners Representative.

RELEVANT PROJECTS

Project Manager, Chicago Department of Aviation, Chicago, IL

Project Manager for various airside and landside projects for the \$1.5 billion Capital Improvement Program at Chicago O'Hare and Midway airports. The ongoing airside and landside projects include terminal improvements, runway rehabilitation, comprehensive mechanical plant replacement, engineered material arresting systems, elevators/moving sidewalks/escalators, in-line baggage screening systems, parking and residential sound insulation program.

Deputy Project Manager, Robert E. Johnson Legislative Office Building, Austin, TX*

Tom was Deputy Project Manager on this new six-story, \$40 million 332,000 SF facility, adjacent to the Texas State Capitol building. Tom was responsible for inspecting all building systems, including smart building controls for heating, ventilation, and air conditioning (HVAC), fire, security, and elevators, as well as working with the specialty systems contractor and working on other project management tasks. This building consolidated six state agencies that were housed in 12 locations throughout the city. The project consisted of a grand lobby and security areas; a multi-purpose conference center and state administration offices; a centralized state printing facility, locker rooms, and data processing operations; a records and storage library; central utility plant; park bench seating and landscaping; and a 360-foot (110-meter) pedestrian tunnel



Fitzgerald, continued

connecting the building's first level to the state capitol building and other state facilities. The firm provided ongoing construction management and administration services to the client, Texas General Services Commission. The firm was also involved in preconstruction services including design phase coordination, constructability reviews, and value engineering studies. The firm was responsible for on-site construction observation and project monitoring, processing contractor submittals, overseeing scheduling, administering change orders and claims, and coordinating between the contractor and government agencies.

Deputy Construction Manager, Robert E. Johnson Parking Garage, Austin, TX*

Tom was Deputy Construction Manager for this project involving the construction of a new \$6.5 million, eight-level, 700-space parking garage adjacent to the legislative office building. The structure is a 250 SF post-tensioned cast-in-place concrete structure with a split face masonry exterior. The site is extremely constrained on all four sides by city streets, which are highly traveled by pedestrians and vehicles.

Lead IBC Inspector, Los Alamos National Laboratory (LANL), Radiological Laboratory Utility Office Building, Los Alamos, NM*

As Lead IBC Inspector, Tom was responsible for overseeing project quality assurance/quality control (QA/QC), and safety. He reviewed and provided comments to designers throughout the design process, supervised the oversight inspectors and special inspectors, reviewed design/build (D/B) requests for payment, coordinated between the laboratory's subject matter experts and the D/B personnel, and developed and oversaw records for the management of this 208,120 SF, four-level nuclear facility at a cost of \$129 million.

Deputy Construction Manager, RLUOB Equipment Installation, Los Alamos National Laboratory (LANL), Los Alamos, NM*

Tom was Lead IBC Inspector for this facility project that included equipment installation of glove boxes, fume hoods, utility upgrades and storage cabinets. Tom assisted in providing construction management services, to include the interface and coordination of construction activities. Work also included the review of requests for information submitted by design-build contractors. Additional responsibilities included performing testing and acceptance to NQA-1 requirements, and overseeing as-built drawing maintenance and project close-out and turnover.

Lead IBC Inspector, Los Alamos Site Office Building Replacement Project, Los Alamos, NM*

Tom was the lead IBC Inspector for approximately 24,818 SF of office space, housing a staff of 105 with 65 new parking spaces. Tom oversaw and conducted inspection of concrete and rebar.

*Prior to Heery



TOM ROBINSON, AIA Project Manager

Tom Robinson is known for his leadership and creative problem solving abilities, and his 35-year career includes 10 years in corrections. that includews expertise in the management of correctional programming guidelines, design phase optimization, construction management, alternate project delivery systems and user group communications. Mr. Robinson has an extraordinary work ethic with a proven track record of managing large-scale correctional facilities programs working with administrative leaders of state government, the State Fire Marshal's Office, the architectural and construction communities, and departmental user groups and committees.

REGISTRATIONS:

Registered Architect: TN #12,485

National Council of Architectural

Registration Boards (NCARB)

EDUCATION:

Bachelor of Architecture, University of
Tennessee

Graduate Course Work, University of
South Florida

AFFILIATIONS:

American Institute of Architects (AIA)

Construction Management

Association of America (CMAA)

Former Member of ACA Facilities
Committee

Former Morristown Planning
Commissioner

YEARS OF EXPERIENCE:

35

Tennessee Department of Correction (TDOC)

ROLE: Director of Facilities, Planning & Construction*

Nashville, TN

Responsible for over \$700M in capital, capital maintenance and major maintenance projects for the department's 23 institutional sites, 45 Community Services leases and over 12 million SF of correctional space. Led the development and preparation of yearly capital plans and the \$30M annual reoccurring capital maintenance budget. Duties also included the development of TDOC policies, departmental procedures, and architectural and construction guidelines; design and construction document approvals, site acquisition and disposition, lease management and lease space design, property use management and policy development for compliance with all State, State Fire Marshal and federal laws, regulations; and the coordination of all risk management issues. Noteworthy projects: Management of the two largest constructions projects in the history of the State of Tennessee, the Bledsoe County Correctional Complex (\$208M) and the Morgan County Correctional Complex (\$182M).

Old Dominion University (ODU)

Role: University Architect*

Norfolk, VA

Chief Design Official responsible for the relationship of new buildings and related programs with their University environment, and their functional and aesthetic contribution to the university settings. Managed a \$265M capital construction program for the Norfolk main campus and three ancillary campuses, oversaw the programming and development of new facilities in conjunction with user group representatives, the development of design and construction documents, Fire Marshal and occupancy approvals, and the University design/brand standards compliance.

Tennessee Department of Finance & Administration

Capital Projects Management*

Nashville, TN

Mr. Robinson managed and provided professional guidance to in-house architectural and project management staff responsible for facility planning and design in the areas of new construction, repairs, renovations and capital maintenance for all state agencies except the higher education systems and Correction. Responsibilities included the capital outlay process, State Building Commission (SBC) project approvals, designer contracts, design and construction document approval, construction oversight and State-Wide User Agency facility surveys. Additionally, Mr. Robinson also served as the Director of In-House design, Director of Facilities, and Director of Interior/Lease services.

*Prior to Heery

APPENDIX D MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE UTILIZATION PLANS



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

September 28, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1555-15115
Capital Program Management Services
For the Public Safety Portfolio
Office of Capital Planning

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: STV Construction, Inc.
Contract Value: 9,601,169.68
Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Ardmore Associates, LLC.	MBE-6	Cook County	9.58% (Direct)
R.M. Chin & Associates Comprehensive Construction Consulting, Inc.	MBE-8	City of Chicago	8.87% (Direct)
McKissack & McKissack	MBE-6	Cook County	0.84% (Direct)
David Mason & Associates	MBE-6	City of Chicago	12.26% (Direct)
Altus Works, Inc.	WBE-7	City of Chicago	0.54% (Direct)
		Cook County	<u>3.33% (Direct)</u>
			35.42% Total

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
JG/smp

Cc: Cho Ng OCPO
Elaine Lockwood-Bean, OCPP

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyll.gov/contractcompliance)
- 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 below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: Ardmore Associates, LLC
Address: 33 N. Dearborn, Suite 1720, Chicago, IL 60602
E-mail: mhouston@ardmoreassociates.com
Contact Person: Michael Houston Phone: 312-795-1400
Dollar Amount Participation: \$ 908,156.37
Percent Amount of Participation: 9.58 %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: R.M. Chin & Associates, Inc.
Address: 500 W. 18th Street, Suite 200, Chicago, IL 60616
E-mail: eileenc@rmchin.com
Contact Person: Eileen Chin Phone: 312-595-2000
Dollar Amount Participation: \$ 840,848.26
Percent Amount of Participation: 8.87 %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

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

MBE/WBE Firm: Comprehensive Construcion Consulting, Inc.
Address: 53 W. Jackson Blvd., Suite 1201, Chicago, IL 60604
E-mail: jfair@comprehensivecc.com
Contact Person: Joe Fair Phone: 312-353-3300
Dollar Amount Participation: \$ 79,724.92
Percent Amount of Participation: .84 %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Altus Works, Inc.
Address: 4224 N. Milwaukee Ave., Chicago, IL 60641
E-mail: estoner@altusworks.com
Contact Person: Ellen Stoner Phone: 773-545-1870
Dollar Amount Participation: \$ 322,350.32
Percent Amount of Participation: 3.33% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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- 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 below and the Letter(s) of Intent – Form 2).

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

NOTE: 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: McKissack & McKissack Midwest, Inc.
Address: 205 N. Michigan Ave., Suite 1930, Chicago, IL 60601
E-mail: Hansel.whiteurst@mckissackmw.com
Contact Person: Hansel Whiteurst Phone: 312-751-9800
Dollar Amount Participation: \$ 1,177,100.26
Percent Amount of Participation: 12.26 %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: David Mason & Associates
Address: 464 N. Milwaukee Ave., Chicago, IL
E-mail: tmason@davidmason.com
Contact Person: Taylor Mason Phone: 312-884-5100
Dollar Amount Participation: \$ 51,069.49
Percent Amount of Participation: .54 %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Ardmore Associates, LLC

Certifying Agency: Cook County

Contact Person: Michael Houston

Certification Expiration Date: 11/24/2020

Address: 33 N. Dearborn, Suite 1720

Ethnicity: African American

City/State: Chicago, IL Zip: 60602

Bid/Proposal/Contract #: 1555-15115

Phone: 312-795-1400 Fax: 312-795-1228

FEIN #: 552816437

Email: mhouston@ardmoreassociates.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Program management, scheduling, contract administration, document control, reporting, and other program/project management services as may be required

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

Payment Terms: Direct labor, audited overhead rate, and profit. 3308.156.37. 9.53%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Cheryl T Thomas
Signature (M/WBE)

Jan Turner
Signature (Prime Bidder/Proposer)

Cheryl T Thomas
Print Name

Jan Turner
Print Name

Ardmore Associates, LLC
Firm Name

STV Construction, Inc.
Firm Name

September 26, 2016
Date

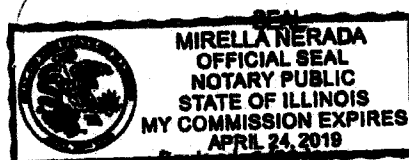
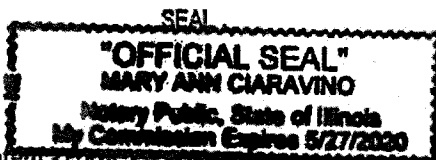
September 26, 2016
Date

Subscribed and sworn before me
this 26th day of September, 2016

Subscribed and sworn before me
this 26 day of September, 2016

Notary Public Mary Ann Ciaravino

Notary Public M. J. Smith



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: R.M. Chin & Associates, Inc.

Certifying Agency: City of Chicago

Contact Person: Eileen Chin

Certification Expiration Date: 4/15/2020

Address: 500 W. 18th Street, Suite 200

Ethnicity: Asian

City/State: Chicago, IL Zip: 60616

Bid/Proposal/Contract #: 1555-15115

Phone: 312-595-2000 Fax: 312-644-0999

FEIN #: 363631821

Email: eileenc@rmchin.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (*If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets*)

Program management, scheduling, assistance with master planning, facility assessment reviews, document control, contract administration, reporting, and other program/project management services as may be required.

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

Payment Terms: Actual hours based on direct labor, audited overhead rate, and profit: \$240,848.28; 8.67%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Raymond Chin
Signature (M/WBE)

Jan Turner
Signature (Prime Bidder/Proposer)

Raymond Chin
Print Name

Jan Turner
Print Name

R.M. Chin & Associates, Inc.
Firm Name

STV Construction, Inc.
Firm Name

September 26, 2016
Date

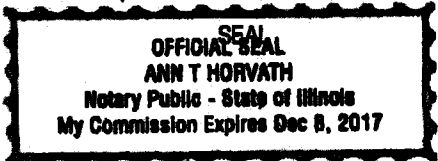
September 26, 2016
Date

Subscribed and sworn before me
this 26th day of Sept, 2016.

Subscribed and sworn before me
this 26th day of September, 2016.

Notary Public: *Ann T Horvath*

Notary Public: *Linda A Dainis*



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Comprehensive Construction Consulting, Inc.

Certifying Agency: Cook County

Contact Person: Joseph Fair

Certification Expiration Date: July 14, 2017

Address: 53 W. Jackson Blvd., Suite 1201

Ethnicity: African American

City/State: Chicago, IL Zip: 60604

Bld/Proposal/Contract #: 1555-15115

Phone: 312-353-3300 Fax: 312-353-3001

FEIN #: 20-8717661

Email: jfair@comprehensivecc.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Program management, including facility assessment reviews, updates and other services as may be required.

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

Payment Terms: Actual hours based on direct labor, audited overhead rate, and profit: \$78,724.92; .84%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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)

Jan Turner
Signature (Prime Bidder/Proposer)

Lynn Dixon
Print Name

Jan Turner
Print Name

Comprehensive Construction Consulting, Inc.
Firm Name

STV Construction, Inc.
Firm Name

September 26, 2016
Date

September 26, 2016
Date

Subscribed and sworn before me

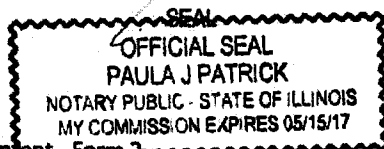
Subscribed and sworn before me

this 26 day of Sept, 2016

this 26 day of September, 2016.

Notary Public: *Paula J. Patrick*

Notary Public: *Mirella Nerada*



MBEWBE LETTER OF INTENT - FORM 2

MWBE Firm: McKissack & McKissack Midwest, Inc.

Certifying Agency: City of Chicago

Contact Person: Hansel Whiteurst

Certification Expiration Date: 2/01/2018

Address: 205 N. Michigan Ave.

Ethnicity: African American

City/State: Chicago, IL Zip: 60601

Bld/Proposal/Contract #: 1555-15115

Phone: 312-751-9800 Fax: 312-751-1667

FEIN #: 04-3626055

Email: Hansel.whiteurst@mckissackmw.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (*If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets*)

Program management, scheduling, document control, contract administration, cost estimating, reporting, and other program/project management services as may be required.

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

Payment Terms: Actual hours based on direct labor, audited overhead rate, and profit: \$1,177,100 28; 12.28%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Hansel Whiteurst
Signature (MWBE)

Jan Turner
Signature (Prime Bidder/Proposer)

Hansel Whiteurst
Print Name

Jan Turner
Print Name

McKissack & McKissack Midwest, Inc
Firm Name

STV Construction, Inc.
Firm Name

September 26, 2016
Date

September 26, 2016
Date

Subscribed and sworn before me
this 24th day of September, 2016

Subscribed and sworn before me
this 27th day of September, 2016

Notary Public
OFFICIAL SEAL
EDIE M MOORE
Notary Public - State of Illinois
My Commission Expires Sep 14, 2018

Notary Public
OFFICIAL SEAL
LINDA A. DAINIS
Notary Public - State of Illinois
My Commission Expires 7/14/2020

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: David Mason & Associates

Certifying Agency: IL DEPT. CMS

Contact Person: Taylor Mason

Certification Expiration Date: 05-27-17

Address: 464 N. Milwaukee Ave.

Ethnicity: AFRICAN-AMERICAN

City/State: Chicago, IL Zip: 60654

Bid/Proposal/Contract #: 1555-15115

Phone: 312-884-5100 Fax: 312-884-5101

FEIN #: 03-3694205

Email: tmason@davidmason.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Program management, including assistance with master planning and other program/project management services as may be required.

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

Payment Terms: Actual hours based on direct labor, audited overhead rate, and profit: \$51,068.48; .54%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

DAVID W. MASON
Print Name

Jan Turner
Print Name

DAVID MASON & ASSOCIATES
Firm Name

STV Construction, Inc.
Firm Name

9/26/16
Date

September 26, 2016
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 26 day of September, 2016.

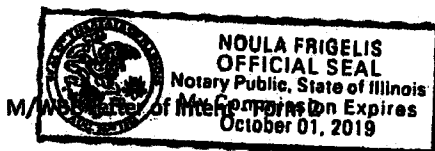
this 26 day of September, 2016.

Notary Public [Signature]

Notary Public [Signature]

SEAL

SEAL



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Altus Works, Inc.

Certifying Agency: Cook County

Contact Person: Ellen F. Stoner

Certification Expiration Date: March 29, 2016

Address: 4224 N. Milwaukee Ave

Ethnicity: Caucasian

City/State: Chicago Zip: 60641

Bid/Proposal/Contract #: 1555-15115

Phone: 773-545-1870 Fax: 773-545-1898

FEIN #: 83-0349250

Email: estoner@altusworks.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Provide ADA Assessments for six courthouses and two adjacent parking garages.

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

Not to Exceed based on direct labor, audited overhead rate, and profit: \$322,350.32 ; 3.33%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Signature (M/WBE)

Ellen F. Stoner

Print Name

AltusWorks, Inc.

Firm Name

9/22/2016

Date

Subscribed and sworn before me

this 22 day of September, 2016

Notary Public [Signature]

Signature (Prime Bidder/Proposer)

Jan Turner

Print Name

STV Construction, Inc.

Firm Name

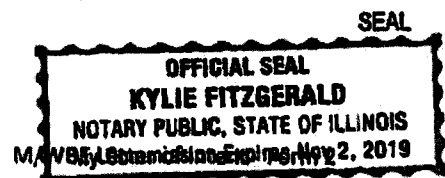
September 23, 2016

Date

Subscribed and sworn before me

this 26 day of September, 2016

Notary Public [Signature]





OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

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of Commissioners

RICHARD R. BOYKIN
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JOHN P. DALEY
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JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

November 24, 2015

Ms. Cheryl T. Thomas, President & CEO
Ardmore Associates, LLC
33 North Dearborn Street, Suite 1720
Chicago, IL 60602

Annual Certification Expires: November 24, 2016

Dear Ms. Thomas:

Congratulations on your continued eligibility for Certification as Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) by Cook County Government. This certification is valid until November 24, 2020; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual "No Change Affidavit" within sixty (60) business days prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such change.

Cook County Government may commence action to remove your firm as a certified vendor 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 County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Construction: Program Management, Project Management,
Land Surveyor & Civil Engineering Services

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

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

Sincerely,

Jacqueline Gomez
Jacqueline Gomez
Contract Compliance Director
JG/ek



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 10 2015

Eileen P. Chin
R.M. Chin & Associates Inc.
500 W. 18th Street, Suite 200
Chicago, IL 60616

Dear Eileen P. Chin:

We are pleased to inform you that **R.M. Chin & Associates Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **4/15/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **4/15/2016, 4/15/2017, 4/15/2018, and 4/15/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **2/15/2020**.

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

certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

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

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

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

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

NAICS Code(s):

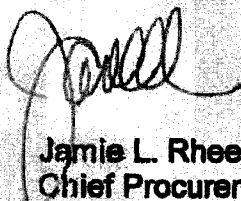
- 541330 - Civil engineering services**
- 541330 - Construction engineering services**
- 541330 - Engineering consulting services**
- 541340 - Drafting services**
- 541350 - Building inspection services**
- 541350 - Home inspection services**
- 541511 - Computer software analysis and design services, custom**
- 541512 - Computer hardware consulting services or consultants**
- 541512 - Computer software consulting services or consultants**
- 541519 - Software installation services, computer**
- 541611 - General management consulting services**
- 541611 - Strategic planning consulting services**
- 541820 - Public relations consulting services**
- 237110 - Construction management, water and sewage treatment plant**
- 237110 - Construction management, water and sewer line**
- 237130 - Construction management, power and communication transmission line**
- 237310 - Construction management, highway, road, street and bridge**
- 237990 - Construction management, dam**
- 237990 - Construction management, marine structure**

- 237990 - Construction management, mass transit**
- 237990 - Construction management, tunnel**
- 237990 - Construction management, outdoor recreation facility**

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

July 14, 2016

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

Ms. Lynn Dixon, President
Comprehensive Construction Consulting, Inc.
53 West Jackson Blvd. Suite 1201
Chicago, IL 60604

Re: Annual Certification Expires: July 14, 2017

Dear Ms. Dixon:

Congratulations on your continued eligibility for Certification as a Minority-owned Business Enterprise (MBE) by Cook County Government. This certification is valid until July 14, 2021; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during this five (5) year term, you must file a "No Change Affidavit" within sixty (60) business days prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such change.

Cook County Government may commence action to remove your firm as an MBE vendor 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 County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Construction: Project Management, Professional Engineering Services, Public Outreach

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 specialty, credit toward MBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ew



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 11 2015

Ms. Deryl McKissack
McKissack & McKissack Midwest, Inc.
205 N. Michigan Ave., Suite 1930
Chicago, IL 60601

Dear Deryl McKissack:

We are pleased to inform you that McKissack & McKissack Midwest, Inc., has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This MBE/WBE certification is valid until 2/1/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 2/1/2016, and 2/1/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 2/1/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 12/1/2017.

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

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

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

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

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

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

NAICS Code(s):

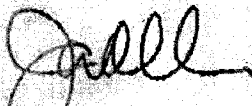
541330 – Engineering Services

541330 – Construction Engineering Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/cm



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-5502

March 29, 2016

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

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LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

Ms. Ellen Stoner
President
Altusworks, Inc.
4224 North Milwaukee Ave.
Chicago, IL 60641

Annual Certification Expires: April 17, 2017

Dear Ms. Stoner:

Congratulations on your continued eligibility for Certification as a Women Business Enterprise (WBE) by Cook County Government. This WBE Certification is valid until April 17, 2020.

As a condition of continued Certification, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such changes.

Cook County Government may commence action to remove your firm as a WBE vendor 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 County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

PROFESSIONAL SERVICE: ARCHITECTURAL DESIGN SERVICES

Your firm's participation on County contracts will be credited toward WBE goal in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goal will be given only for work performed in the specialty category.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ehw

2020

APPENDIX E PROJECT SCHEDULE

The Master Plan is due by June 30, 2017



Cook County Capital Program Management Services for the Public Safety Portfolio Proposed Schedule

TASK	YEAR 1				YEAR 2				YEAR 3				YEAR 4				YEAR 5		YEARS 6-10															
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	#	#	#	#	#	#						
Ensure sustainability compliance with Cook County ordinances																																		
Ensure utility meters and BAS systems comply with USGBC reporting requirements																																		
Ensure New Building and Major Renovations for Exist. Bldgs. support the County's Sustainability Efforts																																		
Develop RFQ's for environmental services required																																		
Track/monitor environmental work performed by others																																		

APPENDIX F FEE PROPOSAL

The following overhead rates are fixed for the base terms (3 years) of the contract.

Altus Works, Inc.	188.05%
Ardmore Associates, LLC	99.60%
Comprehensive Construction Consulting, Inc.	118.15%
David Mason & Associate, Inc.	171.02%
Heery International Inc.	130.43%
McKissack & McKissack Midwest, Inc.	106.52%
Moyer Associates Inc.	127.30%
Primera Engineers, LTD.	116.60%
R.M. Chin & Associates, Inc.	81.72%
STV Construction Inc.	116.19%
STV Incorporated	145.66%

The Master Plan in the lump sum amount of \$1,184,293.62 (included in Basic Services) will be paid on a structured monthly basis. The payment will be made when the milestones are met for each payment request.

Capital Program Management Services

Master Planning Process

Monthly Activities and Deliverables

September 27, 2016

Month A - Preliminary – November (5% of total Master Plan Fee)

Activities

- Project Kick-off STV-Heery Team
- Project Meeting – overall project goals and objectives
- Develop Master Plan Project Manual
- Develop Master Plan Project Schedule
- Gather, review, and catalog available documentation
- Post documentation to 'cloud' access site
- Start baseline plans

Deliverables

- Master Plan Project Manual
- Master Plan Project Schedule

Month B Preliminary – December (5% of total Master Plan Fee)

Activities

- Kick-off Meeting – Stakeholder Engagement, Master Planning Process, Team Members
- Overview Site tour – master planning team
- Schedule master plan meetings and site visits
- Site and security clearances
- Develop baseline site plan for each campus

Deliverables

- Schedule of visits and meetings
- Baseline site plans (one per campus)
-

Month 1 – January (15% of total Master Plan Fee)

Main Goal: Existing Conditions and Operations

Activities

- Visioning Meeting –Master Plan Goals
- Operations Tours
- Regulatory Agency Engagement
- Review of FCI Reports

Deliverables

- Visioning Report
- Monthly Progress Report
- Building Observation Reports (conditions, observations, operations)
- Recommendations for buildings: re-use, potential for expansion, replacement

Month 2 - February (15% of total Master Plan Fee)

Main Goal: Pre-Programming and Space Needs Requirements

Activities

- Visioning Meeting – Operations and Efficiency
- Pre-Programming Meetings – Operational Objectives and Needs
- Site Evaluation

Deliverables

- Visioning Report
- Monthly Progress Report
- Pre-Program for building prototypes – master plan space needs
- Recommendations for site utilization – construction areas, vehicle access, pedestrian access, parking, major site elements.
- Recommendation of space needs for expansion and new construction to meet program needs.

Month 3 – March (15% of total Master Plan Fee)

Main Goal: Recommendations for Site and Building Utilization

Activities

- Visioning Meeting – Trends & Special needs: mental health, women, social services
- Site evaluation and recommendations
- Building use and replacement recommendations

Deliverables

- Visioning Report
- Monthly Progress Report
- Recommendations for site utilization: construction areas, vehicle circulation, pedestrian circulation, landscape

Month 4 – April (15% of total Master Plan Fee)

Main Goal: Master Plan development based on conditions, needs, and visions.

Activities

- Visioning Meeting – Flexibility, Operational Cost and Long-term Sustainability
- Explore operational scenarios (e.g. visiting, courts movements)
- Develop preliminary building uses, new construction and expansion, and preliminary site plan

Deliverables

- Visioning Report
- Monthly Progress Report
- Preliminary Site Utilization Plans
- Preliminary Building Massing (blocking and stacking)

Month 5 – May (15% of total Master Plan Fee)

Main Goal: Develop Draft Master Plan

Activities

- Visioning Meeting – Project Cost and Implementation

- Presentation of Draft Master Plan
- Client Reviews
- Final QA Review

Deliverables

- Vision Meeting – Client Review Notes
- Monthly Progress Report
- Draft Final Master Plan
- Draft Cost Estimate
- Draft Project Prioritization
- Illustrative Campus Plans

Month 6 – June (15% of total Master Plan Fee)

Main Goal: Assimilate and finalize Master Plan

Activities

- Visioning - Steering Committee Meeting and Notes
- Implement final review comments
- Compile all Master Plan elements


Deliverables

- Final Ten Year Master Plan - Compiled

CONSULTANT COST PROPOSAL

Contract No. # 1555-15115

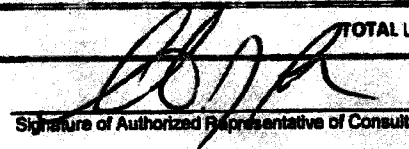
Consultant: <u>STV/Heery Program Management</u>	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Prime Consultants:			
STV Construction	See Prime sheet	\$	\$ 1,670,084.32
Heery International	See Prime sheet	\$	\$ 2,500,565.90
		\$	\$
		\$	\$
TOTAL LINE 1			\$ 4,670,650.22
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$ 0
3. Burden (Overhead)	Burden Rate	% Base =	Burden (\$)
Included above	%		\$
	%		\$
	%		\$
TOTAL LINE 3			\$ 4,670,650.22
4. "In-House" Cost	ADD TOTAL LINES 1 + 2 + 3		\$ 4,670,650.22
5. Profit (%) of Line 4			Included above
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
Software Licenses (Project, Oracle, P8)		\$	\$ 37,000.00
Special Printing, Bindings, Modules		\$	\$ 15,000.00
Site Visit Mileage		\$	\$ 49,200.00
Safety Equipment		\$	\$ 3,000.00
Miscellaneous		\$	\$ 10,000.00
Correctional Site Visit Allowance		\$	\$ 7,500.00
TOTAL LINE 6		\$	\$ 111,700.00
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$ 0
8. Subcontractor Cost (from subcontractor's Line 8)		\$	\$ 4,614,919.37
9. Total Project Cost	ADD TOTAL LINES 4+5+6+7+8		\$ 8,001,189.88
10. Total "Not-to-Exceed" Contract	TOTAL LINE 9		\$ 8,001,189.88
September 27, 2016 Date	 Signature of Authorized Representative of Consultant Steven J. Prosser Printed Name of Authorized Representative of Consultant		

CONSULTANT (Prime) COST PROPOSAL

Contract No. # 1555-15115

Consultant: <u>STV Construction, Inc.</u>	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Executive Oversight	680	\$ 104.18	\$ 58,320.60
CIP Program Development/Controls Manager	5680	\$ 79.26	\$ 450,196.80
Senior Project Manager	1440	\$ 63.33	\$ 91,195.20
Project Manager	4160	\$ 44.87	\$ 186,659.20
		\$	\$
TOTAL LINE 1			\$ 786,380.80
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	118.19%	\$ 786,380.80	\$ 913,695.85
	%		\$
	%		\$
TOTAL LINE 3			\$ 913,695.85
4. "In-House" Cost		ADD TOTAL LINES 1 + 2 + 3	\$ 1,700,076.65
5. Profit (10%) of Line 4			\$ 170,007.67
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 6			\$
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Total Project Cost		ADD TOTAL LINES 4 + 5 + 6 + 7 + 8	\$ 1,870,084.32
9. Total "Not-to-Exceed" Contract			TOTAL LINE 9 \$
September 26, 2016 Date	 Signature of Authorized Representative of Consultant Steven J. Pressler Printed Name of Authorized Representative of Consultant		

CONSULTANT (Prime) COST PROPOSAL

Contract No. # 1555-15115

Consultant: <u>Heery International</u>	Title of Project:
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Executive Oversight	576	\$ 97.89	\$ 56,384.64
Program Executive	768	\$ 102.00	\$ 78,336.00
CIP Portfolio Manager	5760	\$ 97.15	\$ 559,584.00
Project Manager	5760	\$ 71.28	\$ 410,572.80
		\$	\$
TOTAL LINE 1			\$ 1,104,877.44
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	130.43%	\$ 1,104,877.44	\$ 1,441,091.64
	%		\$
	%		\$
TOTAL LINE 3			\$ 1,441,091.64
4. "In-House" Cost	ADD TOTAL LINES 1 + 2 + 3		\$ 2,545,969.08
5. Profit (10%) of Line 4			\$ 254,596.91
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 6			\$
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7 + 8		\$ 2,800,565.99
9. Total "Not-to-Exceed" Contract	TOTAL LINE 9		\$ 2,800,565.99

26-Sep-16 Date	<div style="text-align: center;">  Signature of Authorized Representative of Consultant Ron Marsh, PE, LEED AP, Executive Associate / Area Manager - Chicago/Midwest Printed Name of Authorized Representative of Consultant </div>
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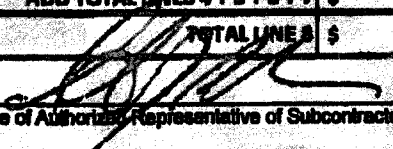
SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115

Subcontractor: STV Incorporated (Environ/Controls)	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Environmental Lead	280	\$ 85.91	\$ 23,870.80
Cost Estimating	200	\$ 80.83	\$ 16,166.00
Scheduling	888	\$ 44.99	\$ 39,863.12
TOTAL LINE 1			\$ 71,029.92
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
			0
			0
			0
TOTAL LINE 2			0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	145.66%	\$ 71,029.92	\$ 101,482.18
	%		\$
	%		\$
TOTAL LINE 3			\$ 101,482.18
4. "In-House" Cost		ADD TOTAL LINES 1+2+3	\$ 174,482.10
5. Profit (10 %) of Line 4			\$ 17,448.21
6. Other Direct Costs			Estimated Cost
			\$
			\$
		TOTAL LINE 6	\$
7. Additional Services			Estimated Cost
			0
			\$
			\$
		TOTAL LINE 7	0
8. Total Project Cost		ADD TOTAL LINES 4 + 5 + 6 + 7	\$ 191,941.31
9. Total "Not-to-Exceed" Contract		TOTAL LINE 8	\$ 191,941.31

September 27, 2016
Date


 Signature of Authorized Representative of Subcontractor
 Steven J. Pressler
 Printed Name of Authorized Representative of Subcontractor


SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115

Subcontractor: McKissack & McKissack Midwest, Inc.	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Project Manager	5760	\$ 82.41	\$ 359,481.60
Cost Estimator	2008	\$ 79.02	\$ 158,872.16
		\$	\$
		\$	\$
TOTAL LINE 1		\$	518,153.76
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	0
		\$	\$
		\$	\$
TOTAL LINE 2		\$	0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	108.52%	\$ 518,153.76	\$ 551,937.39
	%		\$
	%		\$
TOTAL LINE 3		\$	551,937.39
4. "In-House" Cost		ADD TOTAL LINES 1+2+3	1,070,091.15
5. Profit (10 %) of Line 4		\$	107,009.11
6. Other Direct Costs			Estimated Cost
			\$
			\$
			\$
			\$
		TOTAL LINE 6	\$
7. Additional Services			Estimated Cost
			0
			\$
			\$
		TOTAL LINE 7	0
8. Total Project Cost		ADD TOTAL LINES 4 + 5 + 6 + 7	1,177,100.26
9. Total "Not-to-Exceed" Contract		TOTAL LINE 8	1,177,100.26

September 26, 2016
Date


 Signature of Authorized Representative of Subcontractor
Hansel Whiturst
 Printed Name of Authorized Representative of Subcontractor

SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115

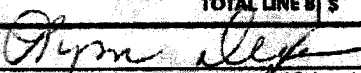
Subcontractor: Comprehensive Construction Consulting, Inc.	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description

1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Architect/Assessor	580	\$ 61.01	\$ 35,385.80
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL LINE 1			\$ 35,385.80
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	0
		\$	\$
		\$	\$
TOTAL LINE 2			0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	104.62%	\$ 35,385.80	\$ 37,091.40
	%		\$
	%		\$
TOTAL LINE 3			\$ 37,091.40
4. "In-House" Cost		ADD TOTAL LINES 1+2+3	\$ 72,477.20
5. Profit (10 %) of Line 4			\$ 7,247.72
6. Other Direct Costs	Estimated Cost		
			\$
			\$
			\$
			\$
		TOTAL LINE 6	\$ -
7. Additional Services	Estimated Cost		
			0
			\$
			\$
			\$
			\$
		TOTAL LINE 7	0
8. Total Project Cost		ADD TOTAL LINES 4 + 5 + 6 + 7	\$ 79,724.92
9. Total "Not-to-Exceed" Contract		TOTAL LINE 8	\$ 79,724.92

September 26, 2016

Date


 Signature of Authorized Representative of Subcontractor
 Lynn Dixon, President
 Printed Name of Authorized Representative of Subcontractor

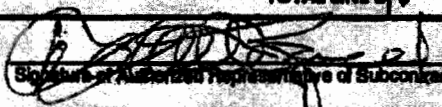
SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115

Subcontractor: STV Incorporated (A/E-Master Plan)	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Master Planning Lead	520	\$ 92.49	\$ 48,094.80
Project Manager/Planning Coordinator	920	\$ 83.62	\$ 76,930.40
Architectural Lead/Master Plan	240	\$ 89.22	\$ 21,412.80
Senior Architect/Planner	880	\$ 44.58	\$ 39,230.40
Architect/Planner	840	\$ 40.89	\$ 34,347.60
TOTAL LINE 1			\$ 220,016.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
			0
TOTAL LINE 2			0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	148.56%	\$ 220,016.00	\$ 320,475.81
	%		\$
	%		\$
TOTAL LINE 3			\$ 320,475.81
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$ 540,491.81
5. Profit (15 %) of Line 4			\$ 81,073.70
6. Other Direct Costs			Estimated Cost
			\$
			\$
	TOTAL LINE 6		\$
7. Additional Services			Estimated Cost
			0
			\$
			\$
	TOTAL LINE 7		0
8. Total Project Cost	ADD TOTAL LINES 4+5+6+7		\$ 621,565.00
9. Total "Not-to-Exceed" Contract	TOTAL LINE 8		\$ 621,565.00

SEPTEMBER 26, 2016
Date


 Signature of Authorized Representative of Subcontractor
DAVID MILES ZISKIND
 Printed Name of Authorized Representative of Subcontractor


SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115

Subcontractor: Ardmore Associates, LLC	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Senior Project Manager/Scheduler	5760	\$ 71.81	\$ 413,625.60
			\$ -
			\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL LINE 1			\$ 413,625.60
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$ -	\$ 0
		\$ -	\$ -
		\$ -	\$ -
TOTAL LINE 2			\$ 0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	90.00%	\$ 413,625.60	\$ 413,971.30
	%		\$ -
	%		\$ -
TOTAL LINE 3			\$ 413,971.30
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$ 825,596.70
5. Profit (10 %) of Line 4			\$ 82,559.67
6. Other Direct Costs			Estimated Cost
			\$ -
			\$ -
			\$ -
			\$ -
	TOTAL LINE 6		\$ -
7. Additional Services			Estimated Cost
			\$ 0
			\$ -
			\$ -
	TOTAL LINE 7		\$ 0
8. Total Project Cost	ADD TOTAL LINES 4 + 5 + 6 + 7		\$ 908,156.37
9. Total "Not-to-Exceed" Contract	TOTAL LINE 8		\$ 908,156.37

9/26/2016
Date


 Signature of Authorized Representative of Subcontractor
Cheryl T Thomas
 Printed Name of Authorized Representative of Subcontractor

SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115


Subcontractor: R.M. Chin & Associates, Inc.	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description

1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Project Manager/Contract Administrator	5780	\$ 51.75	\$ 298,080.00
Senior Project Manager/Architect	430	\$ 66.88	\$ 28,758.40
Civil Engineer/Assessor	400	\$ 60.81	\$ 24,244.00
Scheduler	1237	\$ 56.24	\$ 69,588.88
		\$	\$
TOTAL LINE 1		\$	420,651.28
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	0
		\$	\$
		\$	\$
TOTAL LINE 2		\$	0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	81.72%	\$ 420,651.28	\$ 343,756.23
	%	\$	\$
	%	\$	\$
TOTAL LINE 3		\$	343,756.23
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$ 764,407.51
5. Profit (10 %) of Line 4			\$ 76,440.75
6. Other Direct Costs	Estimated Cost		
	\$		
	\$		
	\$		
	\$		
TOTAL LINE 6	\$		
7. Additional Services	Estimated Cost		
	0		
	\$		
	\$		
TOTAL LINE 7	0		
B. Total Project Cost	ADD TOTAL LINES 4 + 5 + 6 + 7		\$ 840,848.26
9. Total "Not-to-Exceed" Contract	TOTAL LINE 8		\$ 840,848.26

9/26/16

Date


 Signature of Authorized Representative of Subcontractor
Raymond Chin, PE
 Printed Name of Authorized Representative of Subcontractor

SUB-CONSULTANT COST PROPOSAL

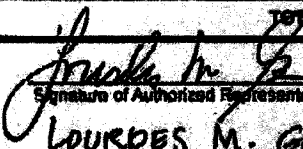
Contract # 1555-15115

Subcontractor: Primera Engineers, Ltd.	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description

1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Senior Project Manager/Engineer	280	\$ 81.03	\$ 22,688.40
Mechanical Engineer/Assessor	680	\$ 30.27	\$ 20,592.60
Sustainable Project Manager	758	\$ 59.59	\$ 45,168.22
		\$	\$
TOTAL LINE 1		\$	\$ 88,894.22
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2		\$	\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	130.49%	\$ 88,894.22	\$ 115,944.73
	%	\$	\$
	%	\$	\$
TOTAL LINE 3		\$	\$ 115,944.73
4. "In-House" Cost		ADD TOTAL LINES 1+2+3	\$ 204,838.95
5. Profit (10 %) of Line 4			\$ 20,483.90
6. Other Direct Costs	Estimated Cost		
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 6		\$	\$
7. Additional Services	Estimated Cost		
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 7		\$	\$
8. Total Project Cost		ADD TOTAL LINES 4 + 5 + 6 + 7	\$ 225,322.85
9. Total "Not-to-Exceed" Contract		TOTAL LINE 8	\$ 225,322.85

Date 9/26/16


 Signature of Authorized Representative of Subcontractor
LOURDES M. GONZALEZ
 Printed Name of Authorized Representative of Subcontractor

SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115

Subcontractor: David Mason & Associates	Title of Project: Capital Program Management Services for the Public Safety Portfolio
--	---

Detail Description

1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Civil Engineer	260	\$ 81.18	\$ 17,130.40
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL LINE 1			\$ 17,130.40

2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
			\$ 0
			\$ -
			\$ -
TOTAL LINE 2			\$ 0

3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	171.02%	\$ 17,130.40	\$ 28,296.41
			\$ -
			\$ -
TOTAL LINE 3			\$ 28,296.41

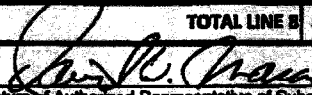
4. "In-House" Cost	ADD TOTAL LINES 1+2+3	\$	46,426.81
5. Profit (10 %) of Line 4		\$	4,642.68

6. Other Direct Costs	Estimated Cost
	\$ -
	\$ -
	\$ -
TOTAL LINE 6	\$ -

7. Additional Services	Estimated Cost
	\$ 0
	\$ -
	\$ -
TOTAL LINE 7	\$ 0

8. Total Project Cost	ADD TOTAL LINES 4 + 5 + 6 + 7	\$	51,069.49
9. Total "Not-to-Exceed" Contract		\$	51,069.49

Date 9/26/16


 Signature of Authorized Representative of Subcontractor
DAVID W. MASON
 Printed Name of Authorized Representative of Subcontractor

SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115

Subcontractor: <u>Altus Works, Inc.</u>	Title of Project: Capital Program Management Services for the Public Safety Portfolio
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
ADA Assessor - Principal	344	\$ 71.05	\$ 24,441.20
ADA Assessor - Senior Project Manager	572	\$ 53.93	\$ 30,847.86
ADA Assessor - Designer	1080	\$ 40.93	\$ 44,204.40
		\$	\$
		\$	\$
TOTAL LINE 1			\$ 99,493.56
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	0
		\$	\$
		\$	\$
TOTAL LINE 2			0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	188.05%	\$ 99,493.56	\$ 187,097.64
	%		\$
	%		\$
TOTAL LINE 3			\$ 187,097.64
4. "In-House" Cost		ADD TOTAL LINES 1+2+3	\$ 286,591.20
5. Profit (10 %) of Line 4			\$ 28,659.12
6. Other Direct Costs			Estimated Cost
Survey Tool/Equipment			\$ 7,100.00
			\$
			\$
			\$
		TOTAL LINE 6	\$ 7,100.00
7. Additional Services			Estimated Cost
			0
			\$
			\$
		TOTAL LINE 7	0
8. Total Project Cost		ADD TOTAL LINES 4 + 5 + 6 + 7	\$ 322,350.32
9. Total "Not-to-Exceed" Contract		TOTAL LINE 8	\$ 322,350.32



Signature of Authorized Representative of Subcontractor

Ellen F. Stoner

Printed Name of Authorized Representative of Subcontractor

9/22/2016
Date


SUB-CONSULTANT COST PROPOSAL

Contract # 1555-15115

Subcontractor: <u> Moyer Associates, Inc. </u>	Title of Project: Capital Program Management Services for the Public Safety Portfolio
--	--

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour (Avg.)	Estimated Cost
Programming Lead	540	\$ 80.08	\$ 43,243.20
Programmer	1424	\$ 63.70	\$ 90,708.80
Security Specialist	480	\$ 51.51	\$ 24,724.80
		\$	\$
		\$	\$
TOTAL LINE 1			\$ 158,676.80
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	0
		\$	\$
		\$	\$
TOTAL LINE 2			0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	127.30%	\$ 158,676.80	\$ 201,995.57
	%		\$
	%		\$
TOTAL LINE 3			\$ 201,995.57
4. "In-House" Cost		ADD TOTAL LINES 1+2+3	\$ 360,672.37
5. Profit (10 %) of Line 4			\$ 36,067.24
6. Other Direct Costs			Estimated Cost
			\$
			\$
		TOTAL LINE 6	\$
7. Additional Services			Estimated Cost
			0
			\$
			\$
		TOTAL LINE 7	0
8. Total Project Cost		ADD TOTAL LINES 4 + 5 + 6 + 7	\$ 396,739.60
9. Total "Not-to-Exceed" Contract		TOTAL LINE 8	\$ 396,739.60

September 26, 2016
Date


 Signature of Authorized Representative of Subcontractor
 Frederic D. Moyer, President
 Printed Name of Authorized Representative of Subcontractor

Public Safety Portfolio
Reimbursables
21-Sep-16

Item	Quantity	Unit Cost	Total
Special Printing, Renderings, Mockups			
Monthly allowance	36	\$ 300.00	\$ 10,800.00
Other	1	L.S.	\$ 4,200.00
Licenses for Projecto and/or Oracle - Core Team	1	L.S.	\$ 25,000.00
Access to Facility Assessment data base		By County	By County
P6 Licenses	4	\$ 3,000.00	\$ 12,000.00
ADA Survey Tool/Programming (Altus Works)	L.S	\$ 7,100.00	\$ 7,100.00
Site Visit Mileage (Team allowance)	36	\$ 1,200.00	\$ 43,200.00
Safety Equipment	1	L.S.	\$ 3,000.00
Correction Site Visits Allowance	5	\$ 1,500.00	\$ 7,500.00
Miscellaneous			\$ 10,000.00
Total			\$ 122,800.00

Note-1: Parking to be provided at no cost at DOC campus/courthouse.

Note-2: STV/Heery CPI Team office space and office equipment including related supplies and support to be provided by Cook County

Note-3: CPM and Subconsultants to provide their own laptops.

APPENDIX G INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/27/2016

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

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

PRODUCER WILLIS OF TENNESSEE, INC. NASHVILLE OFFICE P. O. BOX 305025 26 CENTURY BLVD. NASHVILLE, TN 37230-5025	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Heery International, Inc 999 Peachtree Street NE Atlanta, GA 30309	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC# 16535-005
	INSURER B: American Guarantee & Liab. Ins. Co.	26247-001
	INSURER C: Steadfast Insurance Company	26387-002
	INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24754753

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 1010713-01	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC 0184602-01	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab.			EOC 2728127-20	10/1/2016	10/1/2017	\$2,000,000 each claim \$2,000,000 Aggregate

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

Project Name & Number: Capital Program Management Services for the Public Safety Portfolio RFQ # 1555-15115

CERTIFICATE HOLDER

Cook County Government
 118 N. Clark Street
 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

Coll:4966770 Tpl:2087652 Cert:24754753 © 1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY WILLIS OF TENNESSEE, INC.		NAMED INSURED Heery International, Inc 999 Peachtree Street NE Atlanta, GA 30309	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

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

Cook County, its officials, employees and agents are additional insureds as respects General Liability and Excess Liability, with respect to operations performed on a primary and non-contributory basis, where required by written contract.

Waiver of Subrogation applies as respects General Liability and Umbrella Liability, where required by written contract.



ZURICH®

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1010713-01	10/1/2016	10/1/2017				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Cook County Government	
PER SCHEDULE ON FILE WITH CARRIER	30

All other terms and conditions of this policy remain unchanged.



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1010713-01	10/1/2016	10/1/2017				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Heery International, Inc

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Section I – **Coverage B – Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf,
 and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.



ZURICH

Waiver of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem	Return Prem.
GLO 1010713-01	10/1/2016	10/1/2017				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

**Name and Address of Other Person(s) / Organization(s):
Cook County, its officials, employees and agents**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Blanket Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0184602-01	10/01/2016	10/01/2017	10/01/2016			

Named Insured and Mailing Address:

Producer:

Heery International, Inc
999 Peachtree Street NE
Atlanta, GA 30309

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Paragraph A. of **SECTION VI. CONDITIONS:**

Blanket Notification to Others of Cancellation or Nonrenewal

- a. If we cancel or non-renew this policy by written notice to the first **Named Insured**, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first **Named Insured** if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first **Named Insured**. Such list:
 - (1) Must be provided to us prior to cancellation or non-renewal;
 - (2) Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - (3) Must be in an electronic format that is acceptable to us.
- b. Our notification as described in Paragraph a. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first **Named Insured**. We will mail or deliver such notification to each person or organization shown in the list:
 - (1) Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - (2) At least 30 days prior to the effective date of:
 - (a) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (b) Non-renewal, but not including conditional notice of renewal.
- c. Our mailing or delivery of notification described in Paragraphs a. and b. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - (1) Extend the policy cancellation or non-renewal date;
 - (2) Negate the cancellation or non-renewal; or
 - (3) Provide any additional insurance that would not have been provided in the absence of this endorsement.
- d. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs a. and b. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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: Conner Strong & Buckelew, Two Liberty Place, 50 S. 16th Street, Suite 3600, Philadelphia, PA 19102. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 877 861-3220, FAX (A/C, No): 8567959783, E-MAIL ADDRESS: [Blank]. INSURER(S) AFFORDING COVERAGE: INSURER A: Houston Casualty Company (NAIC # 11243), INSURER B: National Union Fire Insurance C (NAIC # 19445), INSURER C: New Hampshire Ins. Co. (NAIC # 23841), INSURER D: [Blank], INSURER E: [Blank], INSURER F: [Blank].

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Commercial, All Projects, \$10,000,000); B AUTOMOBILE LIABILITY (Any Auto, Hired Autos, \$250 Comp Ded, \$500 Comp Ded); B UMBRELLA LIAB (Occur, \$2,000,000); C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (AOS, CA, \$1,000,000).

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

1. Professional Liability:
Policy #: B0146LDUSA1604552 / Policy Term: 04/01/2016 - 04/01/2017
Insurance Carrier: Lloyds of London / NAIC #: AA-1128987
Per Claim Limit: \$2,000,000
Aggregate Limit: \$2,000,000
(See Attached Descriptions)

CERTIFICATE HOLDER: Cook County Government, Office of Procurement Officer, 118 North Clark Street, 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: W. Michael Tagman

DESCRIPTIONS (Continued from Page 1)

2. Property Coverage:

Policy #: NAP0454044-02 / Policy Term: 04/01/2016 - 04/01/2017

Insurance Carrier: Westport Insurance Corporation (Swiss Re Corporate Solutions) / NAIC#: 39845

Valuable Papers Limits: \$5,000,000

All Risk Coverage - Agreed Value

3. The Captioned Commercial General Liability Policy includes the following coverage:

a. XCU

b. Contractual Liability

c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

4. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:

a. USL&H

b. Maritime

c. FELA

5. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Umbrella Liability, Workers Compensation & Employers Liability Coverages if required by written contract & permitted by state law.

6. The captioned Commercial Umbrella Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

7. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

Project: Contract 1528-14445, Architectural/Engineering Services, 118 N. Clark ADA Renovations, Floors 5, 8, 10

Cook County, its officials, employees and agents are included as Additional Insureds if required by written contract under the following coverage: Commercial General Liability, Business Automobile Liability and Commercial Umbrella Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 2010 07 04 and CG 2037 0704.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2016

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 have ADDITIONAL INSURED provisions or 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 Regions Insurance, Inc. 1150 Julian Drive, Suite 200 Watkinsville, GA 30677	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURED Heery International, Inc. 999 Peachtree Street, NE Atlanta GA 30309		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


COVERAGES **CERTIFICATE NUMBER:** 31632042 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	✓	✓	BAP 4783778-02	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 4783777-02	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: RFQ# 1555-15115; Capital Program Management Services for the Public Safety Portfolio
 If awarded project, additional insured and notice of cancellation shall be provided for Cook County, its officials, employees and agents per the attached policy provisions. Waiver of Subrogation wording included.

CERTIFICATE HOLDER Cook County Government 118 N. Clark Street 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 Lewis L. Scruggs Jr 

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Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4783778-02	3/1/2016	3/1/2017	3/1/2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
As per schedule on file	30

All other terms and conditions of this policy remain unchanged.



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4783778-02	3/1/2016	3/1/2017	3/1/2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:**

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions Provision in Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form** and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section**:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage Section** of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance Condition** in the **Business Auto Coverage Form** and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the **Motor Carrier Coverage Form** are replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud Condition**:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory Condition** is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions Section** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury Exclusion** in Paragraph B. **Exclusions under Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – **Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. **Coverage of the Physical Damage Coverage Section**:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension Provision of the Physical Damage Coverage Section**:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
As per schedule on file	60

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/1/2016
Insured Heery International, Inc.

Policy No. WC 4783777-02

Endorsement No.
Premium \$

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

WC 99 06 34
(Ed. 05-10)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY A WRITTEN CONTRACT

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

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

Endorsement Effective: 03/01/2015

Policy No. WC 4783777-02

Endorsement No.

Insured: Heery International, Inc.

Premium \$

Insurance Company: Zurich American Insurance Company

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

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APPENDIX H COOK COUNTY TRAVEL POLICY



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A.** Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B.** In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

***Example:** An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

- 1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

- 2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
- 3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

APPENDIX I IDENTIFICATION OF SUBCONSULTANTS

Altus Works, Inc.
Ardmore Associates, LLC
Comprehensive Construction Consulting, Inc.
David Mason & Associates, Inc.
McKissack & McKissack Midwest, Inc.
Primera Engineers, LTD.
R.M. Chin & Associates, Inc.
Moyer Associates, Inc.

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: RFQ No. 1555-15115	Date: September 26, 2016
Total Bid or Proposal Amount: \$9,601,169.68	Contract Title: Capital Program Management Services for the Public Safety Portfolio
Contractor: STV Construction, Inc. and Heery International, Inc.	Subcontractor/Supplier/Subconsultant to be added or substitute: Ardmore Associates, LLC
Authorized Contact for Contractor: Jan Turner, CCM, LEED AP (STV Construction, Inc.)	Authorized Contact for Subcontractor/Supplier/Subconsultant: Michael Houston
Email Address (Contractor): Jan.Turner@stvinc.com	Email Address (Subcontractor): mhouston@ardmoreassociates.com
Company Address (Contractor): STV Construction, Inc. 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 33 N. Dearborn, Suite 1720
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60602
Telephone and Fax (Contractor): Tel: 312-553-0655 Fax: 312-553-0661	Telephone and Fax (Subcontractor): Tel: 312-795-1400 Fax: 312-795-1228
Estimated Start and Completion Dates (Contractor): 11/1/2016 - 10/31/2019	Estimated Start and Completion Dates (Subcontractor): 11/1/2016 - 10/31/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Program management, scheduling, contract administration, document control, reporting, and other program/project management services as may be required.	\$908,156.37

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor STV Construction, Inc. and Heery International, Inc.

Name Jan Turner, CCM, LEED AP (STV Construction, Inc.)
Vice President, Territory Manager - Midwest

Title Jan Turner
Prime Contractor Signature

9-26-16
Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input checked="" type="radio"/> Check Complete
--

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: RFQ No. 1555-15115	Date: September 26, 2016
Total Bid or Proposal Amount: \$9,601,169.68	Contract Title: Capital Program Management Services for the Public Safety Portfolio
Contractor: STV Construction, Inc. and Heery International, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Comprehensive Construction Consulting, Inc.
Authorized Contact for Contractor: Jan Turner, CCM, LEED AP (STV Construction, Inc.)	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Joe Fair
Email Address (Contractor): Jan.Turner@stvinc.com	Email Address (Subcontractor): jfair@comprehensivecc.com
Company Address (Contractor): STV Construction, Inc. 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 53 W. Jackson Blvd., Suite 1201
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60604
Telephone and Fax (Contractor): Tel: 312-553-0655 Fax: 312-553-0661	Telephone and Fax (Subcontractor): Tel: 312-353-3300 Fax:312-353-3001
Estimated Start and Completion Dates (Contractor): 11/1/2016 - 10/31/2019	Estimated Start and Completion Dates (Subcontractor): 11/1/2016 - 10/31/2019

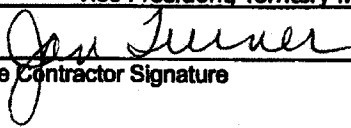
Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Program management, including facility assessment reviews, updates, and other services as may be required,	\$79,724.92

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor STV Construction, Inc. and Heery International, Inc.

Name Jan Turner, CCM, LEED AP (STV Construction, Inc.)
Vice President, Territory Manager - Midwest

Title 

Prime Contractor Signature

9-26-16
Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

<p>OCPO ONLY: <input type="radio"/> Disqualification <input type="radio"/> Check Complete</p>
--

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: RFQ No. 1555-15115	Date: September 26, 2016
Total Bid or Proposal Amount: \$9,601,169.68	Contract Title: Capital Program Management Services for the Public Safety Portfolio
Contractor: STV Construction, Inc. and Heery International, Inc.	Subcontractor/Supplier/Subconsultant to be added or substitute: McKissack & McKissack Midwest, Inc.
Authorized Contact for Contractor: Jan Turner, CCM, LEED AP (STV Construction, Inc.)	Authorized Contact for Subcontractor/Supplier/Subconsultant: Hansel Whiteurst
Email Address (Contractor): Jan.Turner@stvinc.com	Email Address (Subcontractor): Hansel.whiteurst@mckissackmw.com
Company Address (Contractor): STV Construction, Inc. 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 205 N. Michigan Ave., Suite 1930
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor): Tel: 312-553-0655 Fax: 312-553-0661	Telephone and Fax (Subcontractor): Tel: 312-751-9800 Fax: 312-751-1667
Estimated Start and Completion Dates (Contractor): 11/1/2016 - 10/31/2019	Estimated Start and Completion Dates (Subcontractor): 11/1/2016 - 10/31/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Program management, scheduling, document control, contract administration, cost estimating, reporting, and other program/project management services as may be required,	\$1,177,100.26

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor STV Construction, Inc. and Heery International, Inc.

Name Jan Turner, CCM, LEED AP (STV Construction, Inc.)
Vice President, Territory Manager - Midwest

Title Jan Turner
 Prime Contractor Signature

9-26-16
 Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: RFQ No. 1555-15115	Date: September 26, 2016
Total Bid or Proposal Amount: \$9,601,169.68	Contract Title: Capital Program Management Services for the Public Safety Portfolio
Contractor: STV Construction, Inc. and Heery International, Inc.	Subcontractor/Supplier/Subconsultant to be added or substitute: R.M. Chin & Associates, Inc.
Authorized Contact for Contractor: Jan Turner, CCM, LEED AP (STV Construction, Inc.)	Authorized Contact for Subcontractor/Supplier/Subconsultant: Eileen Chin
Email Address (Contractor): Jan.Turner@stvinc.com	Email Address (Subcontractor): eileenc@rmchin.com
Company Address (Contractor): STV Construction, Inc. 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 500 W. 18th Street, Suite 200
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60616
Telephone and Fax (Contractor): Tel: 312-553-0655 Fax: 312-553-0661	Telephone and Fax (Subcontractor): Tel: 312-595-2000 Fax: 312-644-0999
Estimated Start and Completion Dates (Contractor): 11/1/2016 - 10/31/2019	Estimated Start and Completion Dates (Subcontractor): 11/1/2016 - 10/31/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Program management, scheduling, assistance with master planning, facility assessment reviews, document control, contract administration, reporting, and other program/project services as may be required.	\$840,848.26

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor STV Construction, Inc. and Heery International, Inc.

Name Jan Turner, CCM, LEED AP (STV Construction, Inc.)
Vice President, Territory Manager - Midwest

Title *Jan Turner*

9-26-16

Prime Contractor Signature

Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input checked="" type="radio"/> Check Complete
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The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: RFQ No. 1555-15115	Date: September 26, 2016
Total Bid or Proposal Amount: \$9,601,169.68	Contract Title: Capital Program Management Services for the Public Safety Portfolio
Contractor: STV Construction, Inc. and Heery International, Inc.	Subcontractor/Supplier/Subconsultant to be added or substitute: David Mason & Associates
Authorized Contact for Contractor: Jan Turner, CCM, LEED AP (STV Construction, Inc.)	Authorized Contact for Subcontractor/Supplier/Subconsultant: Taylor Mason
Email Address (Contractor): Jan.Turner@stvinc.com	Email Address (Subcontractor): tmason@davidmason.com
Company Address (Contractor): STV Construction, Inc. 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 464 N. Milwaukee Ave.
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60654
Telephone and Fax (Contractor) Tel: 312-553-0655 Fax: 312-553-0661	Telephone and Fax (Subcontractor) Tel:312-884-5100 Fax:312-884-5101
Estimated Start and Completion Dates (Contractor) 11/1/2016 - 10/31/2019	Estimated Start and Completion Dates (Subcontractor) 11/1/2016 - 10/31/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Master Planning, Civil Engineering	\$51,069.49

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor STV Construction, Inc. and Heery International, Inc.

Name Jan Turner, CCM, LEED AP (STV Construction, Inc.)
Vice President, Territory Manager - Midwest

Title *Jan Turner* Date 9-26-16

Prime Contractor Signature _____ Date _____

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input checked="" type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: RFQ No. 1555-15115	Date: September 26, 2016
Total Bid or Proposal Amount: \$9,601,169.68	Contract Title: Capital Program Management Services for the Public Safety Portfolio
Contractor: STV Construction, Inc. and Heery International, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Moyer Associates, Inc.
Authorized Contact for Contractor: Jan Turner, CCM, LEED AP (STV Construction, Inc.)	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Fred Moyer
Email Address (Contractor): Jan.Turner@stvinc.com	Email Address (Subcontractor): fred@moyerassociates.com
Company Address (Contractor): STV Construction, Inc. 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 950 Skokie Blvd. Suite 200
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Northbrook, IL 60062
Telephone and Fax (Contractor): Tel: 312-553-0655 Fax: 312-553-0661	Telephone and Fax (Subcontractor): Tel: 847-909-8989 Fax: 847-559-8200
Estimated Start and Completion Dates (Contractor): 11/1/2016 - 10/31/2019	Estimated Start and Completion Dates (Subcontractor): 11/1/2016 - 7/1/2017

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Master Planning	\$396,739.60

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor STV Construction, Inc. and Heery International, Inc.

Name Jan Turner, CCM, LEED AP (STV Construction, Inc.)
Vice President, Territory Manager - Midwest

Title *Jan Turner*
Prime Contractor Signature

9-26-16
Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input checked="" type="radio"/> Check Complete
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The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: RFQ No. 1555-15115	Date: September 26, 2016
Total Bid or Proposal Amount: \$9,601,169.68	Contract Title: Capital Program Management Services for the Public Safety Portfolio
Contractor: STV Construction, Inc. and Heery International, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Primera Engineers, Ltd.
Authorized Contact for Contractor: Jan Turner, CCM, LEED AP (STV Construction, Inc.)	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Lourdes Gonzalez
Email Address (Contractor): Jan.Turner@stvinc.com	Email Address (Subcontractor): lgonzalez@primeraeng.com
Company Address (Contractor): STV Construction, Inc. 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 100 S. Wacker Drive, Suite 700
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): Tel: 312-553-0655 Fax: 312-553-0661	Telephone and Fax (Subcontractor): Tel: 312-606-0910 Fax: 312-606-0415
Estimated Start and Completion Dates (Contractor): 11/1/2016 - 10/31/2019	Estimated Start and Completion Dates (Subcontractor): 11/1/2016 - 10/31/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Master Planning, MEP, Utilities, Sustainability	\$225,322.85

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor STV Construction, Inc. and Heery International, Inc.
 Name Jan Turner, CCM, LEED AP (STV Construction, Inc.)
Vice President, Territory Manager - Midwest
 Title *Jan Turner* Date 9-26-16
 Prime Contractor Signature _____

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1555-15115	Date: September 21, 2016
Total Bid or Proposal Amount: 9,601,169.68	Contract Title: Capital Program Management Services for the Public Safety Portfolio
Contractor: STV/Heery Program Management	Subcontractor/Supplier/ Subconsultant to be added or substitute: Altus Works, Inc.
Authorized Contact for Contractor: Jan Turner, CCM, LEED AP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ellen F. Stoner, Principal
Email Address (Contractor): jan.turner@stvinc.com	Email Address (Subcontractor): estoner@altusworks.com
Company Address (Contractor): 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 4224 N. Milwaukee Avenue
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60641
Telephone and Fax (Contractor): 312-553-0655	Telephone and Fax (Subcontractor): 773-545-1870/773-545-1898
Estimated Start and Completion Dates (Contractor): 11/1/16 - 10/31/19	Estimated Start and Completion Dates (Subcontractor): 11/1/16 - 10/31/19

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
ADA Assessments of six courthouses and two adjacent parking structures	\$322,350.32(Not to Exceed)

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

STV/Heery Program Management

Contractor

Jan Turner

Name

Vice President

Title

Jan Turner
Prime Contractor Signature

September 26, 2016

Date

APPENDIX J CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

**COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: STV Construction, Inc.
ADDRESS: 200 West Monroe Street, Suite 1650, Chicago, IL 60606
TELEPHONE: (312) 553-0655
CONTACT NAME: Jan Turner, CCM, LEED AP, Vice President
CONTACT EMAIL: jan.turner@stvinc.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

STV Construction, Inc. is a wholly owned subsidiary of STV Incorporated. STV Incorporated is a wholly-owned subsidiary of STV Group, Incorporated. STV Group, Incorporated is wholly-owned by the STV Employee Stock Ownership Plan (STV ESOP). There are no individuals within STV ESOP that hold 5% or more of the outstanding STV ESOP shares.

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 1555-15115
- b. The Contractor is providing the following type of Services Auditing or Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Cook County Bureau of Asset Management
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts Yes or No.
If yes, please state the other Contract Number(s) and the Nature of Services.
-

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Jan Turner

Signature

Jan Turner, CCM, LEED AP

Name (Type or Print)

Vice President

Title

4-28-16

Date

APPENDIX K ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT



Heery Economic Disclosure Statement

CONTRACT NO. 1555-15115

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

CONTRACT NO. 1555-15115

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant 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 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: X No: _____

b) If yes, list business addresses within Cook County:
150 S. Wacker Drive, Suite 2400
Chicago, IL 60606

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

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): None.

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

N/A

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1988, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals, environmental certificate, County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship. Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: Capital Program Management Services for the Public Safety Portfolio
County Department: Cook County Government, Office of the Chief Procurement Officer

Applicant Information:

Last name: Heery International, Inc. First Name: _____ MI: _____
SS# (Last Four Digits): N/A Date of Birth: N/A
Street Address: 150 S. Wacker Drive, Suite 2400
City: Chicago State: IL Zip: 60606
Home Phone: (312) 663.4704 Driver's License No: N/A

Child Support Obligation Information:

The Applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D")

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.
- D. The Applicant is not a substantial owner as defined above.

The Applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

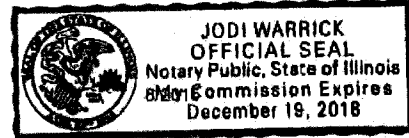
Signature: Ronald C. Marsh Date: April 29, 2016
Ronald C. Marsh, PE, LEED AP BD+C

Subscribed and sworn to before me this 29 day of April, 2016

x Jodi Warrick
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the contract.



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Heery International, Inc.

D/B/A: _____ FEIN NO.: 580827945

Street Address: 150 S. Wacker Drive, Suite 2400

City: Chicago State: IL Zip Code: 60606

Phone No.: 312.663.4704 Fax Number: N/A Email: rmarsh@heery.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
Balfour Beatty LLC	1011 Centre Road, Suite 310 Wilmington, DE 19805	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
None			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please refer to list on following page.			

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.
- [X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.


**BALFOUR BEATTY LLC
 DIRECTOR AND OFFICER LISTING
 APRIL 28, 2016**

Name	Address	Title	Term of Office
Mark Crouser	3100 McKinnon Street, 10th Floor Dallas, TX 75201	Director, President & Chief Financial Officer	12/2015- 12/2016*
David Smith	130 Wilton Road London SQ1V1LQ	Director & Vice President	12/2015- 12/2016*
Joanne Bonfiglio	10 Mountainview Road, Suite 120SP Upper Saddle River, NJ 07458	Director, Vice President & Assistant Secretary	12/2015- 12/2016*
Leslie Cohn	One Country View Road Malvern, PA 19355	Director & Vice President	12/2015- 12/2016*
Christine McAnney	999 Peachtree Street, N.E., Suite 900, Atlanta, GA 30309	Director and Vice President	12/2015- 12/2016*
Christine Schiltz	1105 N. Market Street, 19th Floor Wilmington, DE 19801	Director & Secretary	12/2015- 12/2016*
Barry Crozier	1011 Centre Road, Suite 310 Wilmington, DE 19805	Treasurer	12/2015- 12/2016*
Kamini Patel	1011 Centre Road, Suite 310 Wilmington, DE 19805	Assistant Treasurer	12/2015- 12/2016*
Larry Kennedy	10 Mountainview Road, Suite 120SP Upper Saddle River, NJ 07458	Assistant Treasurer	12/2015- 12/2016*

*NOTE: Under DE law, the officers and directors are elected at annual meetings and serve until their successors are duly elected (which typically occurs at the next Annual meeting). We have not set our Annual Meeting date for this year. Our last Annual meeting was December 9, 2015.

CONTRACT NO. 1555-15115

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Richard Driggs
Name of Authorized Applicant/Holder Representative (please print or type)

Signature
rdriggs@heery.com
E-mail address

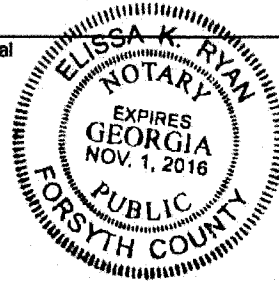
President, Heery International, Inc.
Title
5.3.16
Date
404.946.2075
Phone Number

Subscribed to and sworn before me
this 3 day of May, 2016

My commission expires: 11/1/16

X 
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Heery International, Inc.

Address of Person Doing Business with the County: 150 S. Wacker Drive, Suite 2400, Chicago, IL 60606

Phone number of Person Doing Business with the County: 312.663.4704

Email address of Person Doing Business with the County: rmarsh@heery.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Ronald C. Marsh, PE, LEED AP BD+C, Area Manager - Chicago/Midwest

312.663.4704 / rmarsh@heery.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

RFQ No. 1555-15115

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ TBD

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Elaine Lockwood-Bean, Cook County Bureau Chief

312.603.0303 / elaine.lockwoodbean@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: please see above

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			


Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

CONTRACT NO. 1555-15115

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


 Signature of Recipient

5.3.16
 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: RFQ No. 1555-15115
County Using Agency (requesting Procurement): Cook County Bureau of Asset Management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Balfour Beatty, LLC
Substantial Owner Complete Name: Balfour Beatty, LLC
FEIN# 13-3015770
Date of Birth: N/A E-mail address: mcrouser@balfourbeattyus.com
Street Address: 1011 Centre Road, Suite 310
City: Wilmington State: DE Zip: 19805
Home Phone: (302) 573.3873 Driver's License No: N/A

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO
- Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

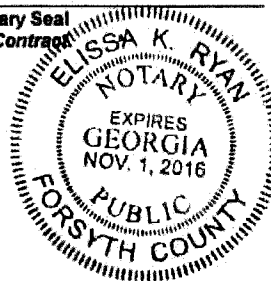
Signature: [Signature] Date: 5.3.16

Name of Person signing (Print): Richard Driggs Title: President

Subscribed and sworn to before me this 3 day of May, 2016

X [Signature]
Notary Public Signature

Notary Seal



Note: The above information is subject to verification prior to the award of the Contract

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Execution by Corporation

Heery International, Inc. _____
Corporation's Name



President's Printed Name and Signature Richard Driggs

404.946.2075 _____
Telephone

rdriggs@heery.com _____
Email

Secretary Signature Wade Purcell

Date

5.3.16

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this _____
day of _____, 20__

My commission expires: _____

Notary Public's Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



STV Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
 Yes: _____ No: _____

b) If yes, list business addresses within Cook County:
 200 West Monroe Street, Suite 1650

 Chicago, IL 60606

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

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): None

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name STV Construction, Inc.

D/B/A: _____ FEIN NO.: 23-2933918

Street Address: 200 West Monroe Street, Suite 1650

City: Chicago State: Illinois Zip Code: 60606

Phone No.: (312) 553-0655 Fax Number: (312) 553-0661 Email: jan.turner@stvinc.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
<u>STV Construction, Inc. is a wholly owned subsidiary of STV Incorporated. STV Incorporated is a wholly-owned subsidiary of STV Group, Incorporated. STV Group, Incorporated is wholly-owned by the STV Employee Stock Ownership Plan (STV ESOP). There are no individuals within STV ESOP that hold 5% or more of the outstanding STV ESOP shares.</u>		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

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

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
<u>STV Construction, Inc. is a wholly owned subsidiary of STV Incorporated. STV Incorporated is a wholly-owned subsidiary of STV Group, Incorporated. STV Group, Incorporated is wholly-owned by the STV Employee Stock Ownership Plan (STV ESOP). There are no individuals within STV ESOP that hold 5% or more of the outstanding STV ESOP shares.</u>			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see attached list.			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Corporate Officers, Members and Partners

STV Construction, Inc.

Name	Office	Address	Term
Dominick M. Servedio, P.E.	Executive Chairman of the Board	225 Park Ave. South New York, NY 10003	Not Applicable (STV officers do not have stated term limits)
Milo E. Rivero, Ph.D., P.E.	Chief Executive Officer and President		
Thomas W. Butcher	Chief Financial Officer and Treasurer		
Judith E. Held	Secretary		
Steven J. Pressler	Executive Vice President		
John A. Kuprenas	Senior Vice President		
Robert M. Keeley	Senior Vice President	One Gateway Center, Suite 951 Newton, MA 02458	

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Jan Turner, CCM, LEED AP

Vice President

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Jan Turner

4-28-16

Signature

Date

jan.turner@stvinc.com

(312) 553-0655

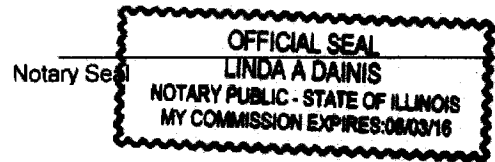
E-mail address

Phone Number

Subscribed to and sworn before me
this 28th day of April, 2016

My commission expires: 06/03/16

x *Linda A Dainis*
Notary Public Signature





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: STV Construction, Inc.

Address of Person Doing Business with the County: 200 West Monroe Street, Suite 1650, Chicago, IL 60606

Phone number of Person Doing Business with the County: (312) 553-0655

Email address of Person Doing Business with the County: jan.turner@stvinc.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Jan Turner, CCM, LEED AP, Vice President, 200 West Monroe Street, Suite 1650, Chicago, IL 60606

(312) 553-0655, jan.turner@stvinc.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1555-15115

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ TBD

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Danuta Rusin, Senior Contract Negotiator

69 West Washington Suite 3000 Chicago, Illinois 60602, (312) 603-3948, danuta.rusin@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Elaine Lockwood-Bean, Chief, Bureau of Asset Management

69 West Washington St., Suite 3000 Chicago, Illinois 60602, (312) 603-0303, elaine.lockwoodbean@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A			

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

N/A			
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

N/A			
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

N/A			
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Jan Turner
Signature of Recipient

4/28/2016
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1555-15115

County Using Agency (requesting Procurement): Cook County Bureau of Asset Management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): STV Construction, Inc.

Substantial Owner Complete Name: _____

FEIN# 23-2933918

Date of Birth: _____ E-mail address: jan.turner@stvinc.com

Street Address: 200 West Monroe Street, Suite 1650

City: Chicago State: Illinois Zip: 60606

Home Phone: (312) 503 - 0655

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
- No Other factors that the Person or Substantial Owner believe are relevant.

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Jan Turner Date: 4-28-16

Name of Person signing (Print): Jan Turner, CCM, LEED AP Title: Vice President

Subscribed and sworn to before me this 28th day of April, 2016

X [Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

STV Construction, Inc.

Corporation's Name

(212) 777-4400

Telephone

Treasurer Signature

Thomas W. Betz

Steven J. Pressler

Steven J. Pressler, P.E.

Executive Vice President's Printed Name and Signature

steven.pressler@stvinc.com

Email

04/29/16

Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Telephone

Date

Email

Subscribed and sworn to before me this

29th day of APRIL 2016.

Peter O'Hanlon

Notary Public Signature

PETER O'HANLON
Notary Public, State of New York
Reg. No. 01046063675
Qualified in Nassau County
My Commission Expires 03-16-2018

My commission expires: 3-16-18

Notary Seal

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ LLC Name	_____ *Member/Manager Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Partnership/Joint Venture

STV/Heery Program Management _____ Partnership/Joint Venture Name	<i>Glenn Jardine</i> _____ *Partner/Joint Venturer Printed Name and Signature
September 27, 2016 _____ Date	404.881.9880 / gjardine@heery.com _____ Telephone and Email

Execution by Sole Proprietorship

_____ Printed Name and Signature	_____ Date
_____ Telephone	_____ Email

Subscribed and sworn to before me this

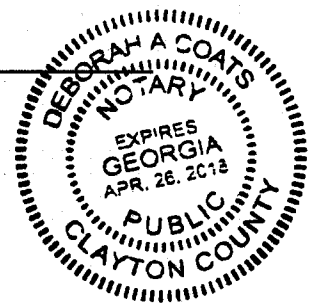
27th day of Sept, 2016
Deborah A. Coats

Notary Public Signature

My commission expires:

April 26, 2018

Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

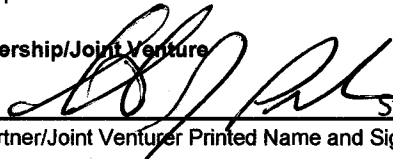
Execution by Corporation

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ LLC Name	_____ *Member/Manager Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Partnership/Joint Venture

_____ STV/Heery Program Management Partnership/Joint Venture Name	 _____ Steven J. Pressler, PE *Partner/Joint Venturer Printed Name and Signature
_____ September 27, 2016 Date	_____ 212.777.4400 / steven.pressler@stvinc.com Telephone and Email

Execution by Sole Proprietorship

_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this
27th day of September, 2016.

Peter O'Hanlon
Notary Public Signature

My commission expires: 3-18-18

Notary Seal


PETER O'HANLON
Notary Public, State of New York
Reg. No. 010H5053975
Qualified in Nassau County
My Commission Expires 03-18-2018

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CONTRACT NO. 1555-15115

SECTION 6
COOK COUNTY SIGNATURE PAGE

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 7 DAY OF November, 2016

IN THE CASE OF A RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1555-15115

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 26 2016

OR

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

TOTAL AMOUNT OF CONTRACT: \$ \$9,601,169.68

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



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

Date