

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT NO: 1430-13421**

**FOR**

**URBAN LAND USE PLANNING & CONSULTING SERVICES**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
OFFICE OF CAPITAL PLANNING AND POLICY**

**AND**

**THE CHICAGO CONSULTANTS STUDIO, INC.  
(Based on Illinois Medical District Commission Contract (RFP No. IMDC 13-008))**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**MAR 12 2014**

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# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Certification for Consulting or Auditing Services
- Exhibit 4 Cook County Transportation Expense Reimbursement and Travel Regulations Policy
- Exhibit 5 Cook County Board Authorization
- Exhibit 6 Economic Disclosure Statement (EDS)

**List of Attachments**

- Attachment 1 Illinois Medical District Commission Contract (RFP No. IMDC 13-008)

**AGREEMENT**

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 The Chicago Consultants Studio, Inc., doing business as a Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on March 12, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

**BACKGROUND**

**Whereas**, The County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code"; and

**Whereas**, the Illinois Medical District Commission solicited a formal Request for Proposal process for Urban Land Use Planning & Consulting Services, and the Consultant was identified as the qualified and best value provider for the services; and

**Whereas**, the Illinois Medical District Commission entered into a contract on January 1, 2014 for the provision of services by the Consultant for the Urban Land Use Planning & Consulting Services, which is attached hereto as Attachment 1 for reference purposes only, but such attachment is not made part of or incorporated into this Agreement, and in no way does such document govern the parties under this Agreement; and

**Whereas**, the County wishes to leverage the procurement efforts of the Illinois Medical District Commission to procure Urban Land Use Planning & Consulting Services; and

**Whereas**, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and The Chicago Consultants Studio, Inc., herein after the "Consultant"; and

**Whereas**, the County, through the Office of Capital Planning and Policy desires certain similar services of the Consultant; and

**Whereas**, the Consultant agrees to provide to the County Urban Land Use Planning & Consulting Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

**Whereas**, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Illinois Medical District Commission Contract as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein, and the County and Consultant agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Department"** means the Cook County Using Department.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) 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.
- v) 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.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

**List of Exhibits**

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Certification for Consulting or Auditing Services
- Exhibit 4 Cook County Transportation Expense Reimbursement and Travel Regulations Policy
- Exhibit 5 Cook County Board Authorization
- Exhibit 6 Economic Disclosure Statement (EDS)

**List of Attachments**

- Attachment 1 Illinois Medical District Commission Contract (RFP No. IMDC 13-008)

### **ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

#### **a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Price Proposal, which is attached to this Agreement and incorporated by reference as if fully set forth here.

#### **b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

#### **c) Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

**ii) Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services and Price Proposal.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(3).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subs to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

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

**h) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

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

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor 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 subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, 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 shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and subcontractors of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**l) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall be effective for fourteen (14) months or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors 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 Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

##### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to three (3) months under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The County will pay Consultant according to the Scope of Services and Price Proposal in the attached Exhibit 1 for the successful completion of services. In no case shall such charges exceed the amount of **\$2,408,000.00**. The hourly rates for the services performed under this contract shall not exceed \$275.00 per hour. The reimbursable expenses as set forth in Exhibit 1 shall not exceed \$138,000.00 except as approved by the County.

The Consultant must comply with Cook County's Transportation Expense Reimbursement and Travel Regulations Policy for any and all local travel and out of town travel partaken through the rendering of services on this Contract. Any and all Transportation Expense Reimbursement documents (such as receipts, travel vouchers, etc.) should be included with invoices per Article 5 of this Contract's Professional Services Agreement.

### **b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Scope of Services and Price Proposal in the attached Exhibit 1. The invoices shall contain a detailed description of the Deliverables for which payment is requested. The invoices must clearly set forth a detailed description of services provided by any sub-consultants. Upon request, Consultant shall provide to the County copies of any invoices submitted by sub-consultants to Consultant for services performed under this Agreement. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

### **c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 1, Scope of Services and Price Proposal. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

### **d) Non-Appropriation**

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 Consultant 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 Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

**f) Price Reduction**

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

**g) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

## **ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

## **ARTICLE 7) COMPLIANCE WITH ALL LAWS**

The Consultant shall 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 the Contract 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 Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis 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 Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant 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 Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

i) 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.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant 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, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must 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.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant 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 Article 7 in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant 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 Consultant 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 will also indicate any present intent he may have 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 Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must 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:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he 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 Consultant to continue to provide the Services despite one or more events of default, Consultant 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. 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 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.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must 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 Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these 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, Consultant is liable for and must 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.

**f.) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g.) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant 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.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**iii) No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing 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. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant 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.

**b) Counterparts**

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.

**c) Modifications and Amendments**

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

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 County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or 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 modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

CONTRACT NO. 1430-13421

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Contractor**

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 Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant 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 Consultant performing the Services required under this Agreement.

ii) Consultant 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 Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**ARTICLE 11) NOTICES**

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

If to the County:

Office of Capital Planning and Policy  
69 West Washington, Suite #3000  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant:

The Chicago Consultants Studio, Inc.  
19 South LaSalle Street  
Suite 803  
Chicago, Illinois 60603  
Attention: Kimbal Goluska

Changes in these addresses must 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

**ARTICLE 12)      AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**END OF SECTION**

Exhibit 1

**Scope of Services and Price Proposal**

## THE CHICAGO CONSULTANTS STUDIO, INC.

### **Stroger Campus Strategic Program and Development Management Scope of Services, Process, Deliverables and Schedule Summary** February 20, 2014 (revised)

*Overall the contracted effort is to frame and implement a process to define, assess, address and implement for Stroger Campus 1) core needs (admin office, parking, clinic, campus access/circulation, and related aspects) and 2) market-rate and revenue-producing enhancements (redevelopment of vacant and underutilized campus real estate). The process will conclude with the County's selection of and agreement with a master developer to implement the core needs components, and a master developer to implement the market-rate and revenue-producing redevelopment of underutilized or vacant campus real estate. Further, the process will produce a coordinated public environs improvements strategy (CTA station, IDOT overpass/connection, branding, streetscape, etc.) to facilitate advocacy and collaboration amongst area stakeholders to realize such recommended improvements.*

#### **Assumptions**

*The following are the baseline assumptions for the scope of services under the Strategic Program and Development Management agreement:*

- Articulation of an overall development strategy and framework for the Stroger Campus real estate and development program, building on initial conceptual work done to-date and through in-depth dialogue with CCHHS, County leadership and area stakeholders
- Translation of that strategy and framework into two parallel and coordinated development implementation processes: a RFQ/P for master developer/partner for core medical campus needs, and a RFQ/P for master developer/partner for market rate redevelopment of non-medical real estate initiatives
- Articulation of a public environs improvements menu of possible initiatives (as a collaborative and cooperative implementation with other stakeholders and public agencies)
- Anticipate announcement of proposed campus development projects by early Fall 2014 with the issuance of two RFQ/P offerings
- Implementation of the RFQ/P processes concluding with selection of master developers by Spring 2015
- Prior reports and studies prepared for the Stroger Campus with relevance or import to this effort will be provided by Capital Planning for reference including but not limited to prior building assessments, programming studies, reuse analysis/proposals, technical and environmental studies, physical condition studies, mapping, building drawings, cost estimates, etc.
- Financial, environmental and transaction legal consultant services will be procured separately through Cook County

#### **Development Projects – RFQ/Ps**

*The process will explore any and all possible development scenarios and mechanisms, anticipating issuance of two RFQ/Ps:*

- *The **CCHHS Core Needs Master Development Program RFQ/P** process will focus on developers with medical campus expertise and experience and consider design/build, J/V, P3s, and fee-development options in order to provide CCHHS with the right program, state-of-the-art facilities, cost control, and the ability to ensure long-term upkeep and maintenance. This RFQ/P will encompass core needs including administrative office, clinic facilities, parking facilities and hospital. CCS shall serve as a non-voting advisory member of the County's evaluation committee and review and evaluate proposals submitted by master developers; assist the County in preparing requests for clarification or information of proposals submitted by master developers and participate in oral interviews scheduled by the County's evaluation committee.*
- *The **Campus Commercial Enhancements Master Development Program RFQ/P** process will engage a broader commercial market of developer/investor candidates to capture the inherent value in non-essential real estate for market-rate uses which enhance the campus and potentially provide revenue sources to the County. CCS shall serve as a non-voting advisory member of the County's evaluation committee and review and evaluate proposals submitted by master developers; assist the County in preparing requests for clarification or information of proposals submitted by master developers and participate in oral interviews scheduled by the County's evaluation committee.*
- *The **Collaborative Public Environs Improvements Recommendations** will likely not be an RFP but rather involve coordinated dialogue with other public agencies (including the IMDC) and potential stakeholder investment in initiatives to support and realize key area environs enhancements that further benefit the County and its offerings.*

### **Deliverables**

*The following reflect the key deliverables to achieve a successful implementation process:*

- **Deliverable A - Strategic Campus Development Plan** (a top line road map to guide the core needs and the commercial enhancements real estate development processes)
- **Deliverable B - CCHHS Core Needs Master Development Program** (a strategy to facilitate an RFQ/P process to realize baseline facility needs for Stroger Campus)
- **Deliverable C - Campus Commercial Enhancements Master Development Program** (a strategy to facilitate an RFQ/P process to realize redevelopment of non-essential campus real estate assets to support a quality campus)

- **Deliverable D - Collaborative Public Environs Improvements Recommendations** (articulation of potential area wide improvements into a written menu for coordinated and cooperative advancement)
- **Deliverable E – RFQ/P Processes** (Assist the County in drafting solicitation documents, assessing proposals and making selection recommendations for master developers, resulting in executed redevelopment agreements by Cook County)

### **Schedule**

*The realistic overall timeframe for the entire scope/tasks should be 14 months. To allow for flexibility in the RFP process, proper due diligence and negotiation, and initial implementation oversight and control for start of development:*

- Contract Term: 14 months; completion targeted for Spring 2015
- Start/End Dates: March 12, 2014 thru May 11, 2015
- Deliverable A: 3 months (start mid-March and complete by mid-June 2014)
- Deliverables B, C & D: 4 months (start mid-June, running concurrently and complete by mid-October 2014)
- Deliverable E: 7 months (start mid-October with developer selection targeted by Spring 2015)
- The County may choose to exercise one (1) three(3) month extension option

### **Project Team**

The core of the professional work will be undertaken and led by The Chicago Consultants Studio, Inc. (CCS). CCS is a Chicago-based strategic and master development consulting practice which has extensive experience in successfully leading master development, strategic planning and RFP implementation processes. Below are illustrations of some of CCS' most recent program/development management assignments.

CCS will be assisted by a team of sub-consultants who will provide necessary support expertise (market analysis, legal, cost estimating, traffic, community engagement, etc.). Together the team will meet or exceed the County MBE/WBE utilization targets.

### **Summary of CCS Relevant Experience with Similar Scopes**

The following successful development initiatives were substantially managed by CCS in the capacity as strategic advisor, program manager and/or development advisor/manager:

#### **Illinois Medical District (IMDC) Gateway Real Estate Development – Client: The Illinois Medical District Commission**

- CCS is the strategic development advisor for the IMDC in the realization of the redevelopment of the 9+ acres offered for redevelopment adjacent to the Stroger Campus
- CCS prepared the RFP documents and is managing the two-step RFP process on behalf of the IMDC and will advise the IMDC on the evaluation and selection of development

proposals

**Harper Court Redevelopment – Clients: University of Chicago and City of Chicago**

- Program Manager and Strategic Development Advisor for the University of Chicago and the City of Chicago for a joint master planning and RFQ/P process which resulted in the selection of a developer team to undertake market-rate development of the former urban renewal property as a commercial, residential, entertainment and neighborhood office heart for the Hyde Park and Kenwood community
- Program includes high rise office building, residential, hotel, cinema, retail, community amenities and enclosed parking garage
- Program management work completed in 2010 with development under construction in late 2011 and recently opened in 2013

**Roosevelt Roads Redevelopment – Client: Commonwealth of Puerto Rico and Local Redevelopment Authority (LRA)**

- CCS was the Program Manager and Strategic Development Advisor for the redevelopment plan for the 3,300 acres of former naval station Roosevelt Roads outside San Juan which entailed master planning, negotiation of land acquisition, develop/investor outreach, rezoning/entitlements, RFQ/RFP preparation, pre-development marketing to investors/developers by industry type
- Duration: under contract since mid-2009 through December 2012 for strategic planning and acquisition services and preparing the investor/developer RFQ/P processes

**McCormick Place South and West Hall Expansion – Client: Metropolitan Pier and Exposition Authority (MPEA) (South Hall effort started while Mr. Goluska was a Partner at SOM; West Hall effort by The Chicago Consultants Studio, Inc.)**

- Master planned and prepared the scope documents for the developer/contractor RFQ/P process to design/build the new South Hall and related meeting and trade show amenities
- Managed the assessment and review of RFP proposals and selection of development team
- Subsequently performed the same services for the new West Hall expansion
- Included oversight on behalf of MPEA of the performance of the selected Mc3West team through project completion

**Springfield (MA) Downtown Casino Development –Client: Springfield Redevelopment Authority (SRA)**

- Planning and Strategic Development Manager of the process to assess and evaluate casino developer proposals for an \$800M entertainment project in the heart of downtown Springfield, MA
- Preparation of conceptual planning frameworks, redevelopment options and overlay zoning districts to support the redevelopment
- Proposal assessments and assistance with negotiations of Host Community Agreements for the redevelopment

**Bally Total Fitness Worldwide Club Development Program – Client: Bally Total Fitness (BTF)**

- Prepared the new club and club renovation design standards, brand and program manual, as well as the real estate leasing handbook for negotiating landlord buildout standards and terms for over 350 new and existing health clubs
- Operated as BTF Program Development Manager overseeing corporate real estate and facility staff to implement a multi-year expansion and redevelopment program for the health clubs
- Included oversight and management of entry into new international markets as well as acquisition of regional brands in the US and overseas
- Involved the full range of conceptual design, program and strategic development management and owner's agent representation

## THE CHICAGO CONSULTANTS STUDIO, INC.

### **Stroger Campus Strategic Program and Development Management Scope Summary – Team Members**

February 10, 2014

#### **Strategic Program and Development Manager – (Prime Contractor)**

##### ***The Chicago Consultants Studio, Inc.***

*As the prime contractor to Cook County on this effort, the Chicago Consultants Studio, Inc. will perform as the Strategic Program and Development Manager and provide the primary professional services to assess the Stroger Campus, prepare an overall strategic development framework to successfully guide the process, undertake conceptual programmatic analysis of both core needs and excess real estate opportunities, translate those into master development programs and scenarios for an anticipated two master developer RFP offerings, and manage those RFP processes through County's selection and engagement of developers.*

*The prime contractor will also manage and be responsible for the deliverables of the project and the execution of the entire professional team. The professional sub-consultant team for the Stroger Campus redevelopment process will include the following specialty and technical expertise in order to ensure a robust and successful RFP process for both the CCHHS core needs components and the redevelopment of other real estate as revenue-producing and campus enhancing components:*

- Development Zoning, Entitlement and Strategic Legal Consultation*
- Market Analysis and Economic Feasibility*
- Programming and Technical Feasibility*
- Capital Costing and Medical Programming*
- Traffic, Circulation and Parking Analysis*
- Community Engagement, Outreach and Economic Benefit*
- Infrastructure, Civic Enhancements and Strategic Improvements Legal Services*

*CCS shall serve as a non-voting advisory member of the County's evaluation committee and review and evaluate proposals submitted by master developers; assist the County in preparing requests for clarification or information of proposals submitted by master developers and participate in oral interviews scheduled by the County's evaluation committee.*

*As Strategic Program and Development Manager, CCS has managed a number of similar and larger scope initiatives into successful developments including the recent redevelopment process for Harper Court in Hyde Park, and the last two expansions of McCormick Place.*

#### **Development Zoning, Entitlement and Strategic Legal Consultation**

***Neal & Leroy (MBE)***

The work of this sub-consultant falls into four specific strategic areas of work, all of which are related to providing the team with legal insights to fully maximize the inherent assets of the Stroger Campus property in its development and successful implementation. (Note: Transaction Legal Consultation will be engaged directly by Cook County to address the contract transaction terms and process resulting from the master developer RFP process, including the negotiation of the redevelopment agreement documents.) The four strategic areas of work are:

- Zoning and entitlement assessment
- TIF District assessment
- Landmarks aspects
- Insights and assistance to the Program/Development Manager in articulating and identifying "development framework" aspects to be incorporated into the RFP and redevelopment agreement documents

As with all members of the team, the Development Legal Consultant will function in a collaborative manner serving the needs of the team as it formulates, assesses and articulates the specific development initiatives of the Stroger Campus components.

#### **Market Analysis and Economic Feasibility**

##### ***Applied Real Estate Analysis, Inc. (MBE/WBE)***

Market realities and the success and sustainability of potential program land uses are critical components of the effort to ensure that the development framework and subsequent RFP process will be met with credibility and viability by the private sector developer/investor marketplace. The Market Analysis and Economic Feasibility sub-consultant will undertake both an independent assessment of the area market and evaluate and advise on specific land use potentials as they are explored and recommended by the team.

The sub-consultant will:

- Prepare a baseline market analysis of the potential for development uses based on area demographics, opportunities, employment, visitation, etc. utilizing both available databases from the IMDC economic impacts study and proprietary research by the sub-consultant to determine the viability and potential of revenue-producing redevelopment components
- Undertake first hand market research on specific land uses proposed by the team for redevelopment and enhancement of the campus, potentially including retail, dining, residential, dormitory, hotel/lodging, medical-related office and support, research, elder-care, medical mart, parking, entertainment, etc.
- Assess the inherent and intrinsic "value" of the historic former Cook County Hospital structure within the context of new and broader adaptive reuse potentials and adjacent redevelopment opportunities of vacant

Stroger Campus real estate to enhance the overall campus value and urban character

- Participate in developer proposal review and assessment to determine market feasibility of proposals, market-rate verification of lease/rent structures and assess viability and likelihood of success

### **Programming and Technical Feasibility**

***Nia Architects, Inc. (MBE)***

***Brook Architecture (MBE/WBE)***

In order to obtain a diverse and creative assessment and generation of realistic and feasible redevelopment scenarios, the team will include two creative design firms. In this manner, the project will benefit from a collaborative studio of talent to explore and refine realistic development concepts. The work of these two sub-consultants will support the conceptual alternatives, directions and test the feasibility of the overall project components through a number of key tasks following the directions of the Strategic Program and Development Manager including:

- Assist with investigating creative, strategic and adaptive redevelopment scenarios of the old Cook County hospital building (and/or facade) in conjunction with a larger assemblage to include Pasteur Park and vacant lands adjoining the structure, as identified by the team
- General technical assessment, conceptual programming and feasibility studies for development options and scenarios for the core needs which may include new clinic space or hospital functions, as well as parking garage expansion and related support uses
- Analysis of adaptive reuse scenarios for existing structures including Polk and Hektoen
- Facilitate the undertaking of a broader design effort (potentially through a charrette) related to the old CC hospital structure to engage additional input and insight from other architects, adaptive reuse expertise, and specialty sources so that the market opportunities are well examined for the RFP issuance
- Assistance and support with computer graphic database, 3D computer modeling, graphics and illustrations for various components of both RFP programs as articulated by the team

### **Medical Programming**

***Cotter Consulting (WBE)***

There is an anticipated need for specialty medical programming in assessing the options likely to arise from the continuing work with CCHHS on enhancing the core campus needs (clinic space, circulation, integration of new components, parking, and future flexibility scenarios). This sub-consultant will assist the team and provide input and insight on state-of-the-art medical facility program aspects related to and in consultation with CCHHS' vision for the core needs elements to help establish the conceptual directions for an RFP. In turn this will ensure

proper testing, precedent research, due-diligence of program components, and confirmation of CCHHS objectives and needs. It is anticipated however that the selected master developer from the core medical needs RFP will undertake the detailed facilities programming for the final development.

### **Capital Costing**

#### ***Cotter Consulting (WBE)***

Conceptual cost projections for each proposed initiative will be critical to illustrate to the development marketplace the realistic opportunities and for soliciting viable and successful RFP responses which can be implemented. The team's capital cost estimating sub-consultant will assess the order of magnitude cost of building renovations and adaptive reuse ideas (Polk, old Cook County hospital, garage expansion), as well as the order of magnitude cost projections for new development components and infrastructure enhancements to create an overall project development budget.

### **Traffic, Circulation and Parking Analysis**

#### ***Prism Engineering (MBE)***

The overall redevelopment will require that key circulation aspects (vehicle, transit and pedestrian access/egress flows) be given proper consideration so that the orientation of buildings and alignment of roads and driveways supports the character and quality of campus environment desired.

- Traffic assessment/input will look at the Stroger campus and environs, complete a topline assessment of the traffic flow in and around the campus with respect to new access/egress options based on conceptual planning directions from the team; assessment of options that separate the emergency, hospital and clinic entries and roadways (currently all through one point); possible relocation of Wolcott Street further east (into Pasteur Park) to align with new entry into Stroger from the north; possible new traffic light at Odgen/Congress (and Wolcott) intersection; parking access/egress
- Parking assessment/input will consider current and projected demand (based on current and future program), assess related traffic flow, ingress and egress, and preferred options for new parking and general feasibility (e.g. expansion north of current deck, expansion "up" building on top within footprint, other sites on campus, remote parking, etc.)
- Transit and pedestrian assessment/input will examine the area transit and pedestrian infrastructure and environments to generate a set of recommended enhancements and improvements to support the character and quality of the campus redevelopment vision

### **Community Engagement, Outreach and Economic Benefit**

#### ***Target Group***

Community insight, engagement and benefit are all the result of proper dialogue and discussion with the full range of stakeholders and area leadership. The Community Engagement sub-consultant scope would focus on:

- Assisting with community engagement, outreach and communications – neighborhoods, special interests, labor unions, aldermen/community leaders, etc. - with focus on job creation, economic development, participation, ability to leverage the investment to achieve community enhancements/benefits, etc.
- Preparation of a community participation and job creation and economic development spin-off game plan and strategy for the project

**Infrastructure, Civic Enhancements and Strategic Improvements Legal Services**

***Tristan & Cervantes (MBE)***

The anticipated role of the governmental legal consultant is to assist in a strategic manner with public agencies and provide legal advocacy support and insight to help with implementation. The County and the IMDC have entered into an IGA which provides a good baseline for cooperation among area agencies so that the Stroger Campus redevelopment initiatives can be done in a collaborative and coordinated manner. Legal advocacy services on public infrastructure initiatives such as with CTA, IDOT, etc. will be an important component.



**Cook County Government  
Office of Capital Planning and Policy  
Stroger Campus Strategic Program and Development Management - Final Budget Summary**

<b>Strategic Program and Development Manager: The Chicago Consultants Studio, Inc.</b>				
	<b>Key Personnel</b>			
		<b>Role</b>		
			<b>Rate</b>	
			<b>% Time</b>	
Kimbal Goluska		Program/development management	\$275	50%
Tim Brangle		Lead strategic development, plan, program	\$275	90%
Jeanette Rehn		Programming, team management, oversight	\$135	30%
CCS Professional Staff: Jaime Bellalta (non-key)		Urban design, strategic development	\$125	30%
CCS Professional Staff: Carl Sillman (non-key)		Urban design, strategic development	\$125	25%
TOTAL CCS FEE			<b>\$1,350,000</b>	

<b>Sub-Consultant</b>	<b>Expertise and Tasks</b>	<b>MBE/WBE</b>	<b>Est. Budget</b>
Development Legal Consultant: Neal & Leroy	Zoning, TIF, landmark & development framework input	MBE	\$175,000
Market Analysis/Economics Consultant: AREA	Baseline market analysis; use specific assessment/viability; Old CC value assessment	WBE	\$125,000
Programming & Tech Feasibility: Brook Architecture	Alternatives assessment; technical feasibility; programming, graphics, charrette	MBE	\$150,000
Programming & Tech Feasibility: Nia Architects, Inc	Alternatives assessment; technical feasibility; programming, graphics, charrette	MBE	\$150,000
Medical Programming: Cotter Consulting	Specialty programming for Stroger redeployment and other core medical needs	WBE	\$70,000
Capital Cost Estimating: Cotter Consulting	Baseline cost estimating and capital budgeting; magnitude cost	WBE	\$75,000
Traffic/Parking Consultant: Prism Engineering	Traffic/circulation assessment, parking supply and demand	MBE	\$40,000
Community Engagement: Target Group	Community interface, engagement and compliance		\$60,000
Governmental Legal Consultant: Tristan & Cervantes	Legal services for infrastructure, civic enhancements and strategic improvements	MBE	\$75,000
TOTAL ESTIMATED SUB CONSULTANT FEE			<b>\$920,000</b>

<b>Reimbursables (assume 6% of total fee)</b>	<b>Est. Budget</b>
Printing/Reproduction: enlargements, presentations boards, color copies, brochures, handouts	\$33,000
Travel: out of town travel expenses for due diligence, precedent project visits, etc.	\$5,000
Local Travel/Delivery: Taxi, public transportation, deliver/messenger service	\$12,000
Models: Physical three dimensional model of schemes, campus, etc. as authorized by CC	\$15,000
Professional Renderings/Graphics: hand or computer renderings, simulations, etc. as authorized by CC	\$25,000
Maps/Photographs: aerial mapping, photography and support materials (including specialty software as required)	\$13,000
Miscellaneous: as authorized by CC (eg. pre-proposal conference expenses, publications, outreach, research)	\$35,000
TOTAL ESTIMATED EXPENSES	
	<b>\$138,000</b>

<b>TOTAL PROJECTED FEE BUDGET</b>	<b>Est. Budget</b>
	<b>\$2,270,000</b>
TOTAL ESTIMATED EXPENSES	
	<b>\$2,408,000</b>

Exhibit 2

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2014

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).**

<b>PRODUCER</b> MESIROW INS SERVICES INC/BBT/PHS 551324 P:(866) 467-8730 F:(888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 467-8730	<b>FAX (A/C, No):</b> (888) 443-6112	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> CHICAGO CONSULTANTS STUDIO INC 19 S LA SALLE ST STE 803 CHICAGO IL 60603	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	INSURER A: Hartford Ins Co of Illinois		
	INSURER B: Twin City Fire Ins Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab			83 SBA EF6093	05/26/2013	05/26/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED'EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83 SBA EF6093	05/26/2013	05/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			83 SBA EF6093	05/26/2013	05/26/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N: (Mandatory in NH)		N/A	83 WEC AU2255	05/26/2013	05/26/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE- EA EMPLOYEE \$500,000 E.L. DISEASE- POLICY LIMIT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below:						

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Cook County Government  
 118 N CLARK ST STE 1018  
 CHICAGO, IL 60602

**CANCELLATION**

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

*Joe Taillon*

Exhibit 3

**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: The Chicago Consultants Studio, Inc.  
ADDRESS: 19 South LaSalle Street, Chicago, IL 60603 Suite 803  
TELEPHONE: 312-357-1557  
CONTACT NAME: Kimbal T. Goluska  
CONTACT EMAIL: ccs@ccstudioinc.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.

\_\_\_\_\_  
None  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 3: CONTRACT INFORMATION**

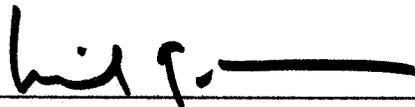
- a. This Certification relates to the following Contract: 1430-13421
  
  - b. The Contractor is providing the following type of Services: [ ] Auditing or [  ] Consulting
  
  - c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:  
Office of Capital Planning and Policy
  
  - 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.



Signature

Kimbal T. Goluska

Name (Type or Print)

President & CEO

Title

February 25, 2014

Date

Exhibit 4

**Cook County Transportation Expense Reimbursement and Travel Regulations 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 10<sup>th</sup> 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](http://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](http://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 10<sup>th</sup> 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.

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

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



BUREAU OF ADMINISTRATION

ROBIN KELLY

CHIEF ADMINISTRATIVE OFFICER

County Building  
118 North Clark Street, Room 801  
Chicago, Illinois 60602-1304  
TEL (312) 603-3055  
FAX (312) 603-4479  
TDD (312) 443-5255

MEMORANDUM

**To:** Cook County Employees

**From:** Robin Kelly *RK*  
Chief Administrative Officer

**Date:** August 2, 2011

**Re:** Change in 2011 County Automobile Travel Reimbursement

The Internal Revenue Service has increased the allowable standard business reimbursement for mileage to \$0.555 per mile, up from \$0.510.

In compliance with the Cook County Travel and Transportation Expense Reimbursement Plan, the Bureau of Administration has authorized the compensation for use of employee owned automobiles at \$0.555 per mile, effective September 1, 2011. No retroactive reimbursement will be allowed before the September 1 date.

The change is in accordance with Cook County's Transportation Expense Reimbursement and Travel Regulations Policy approved by Board of Commissioners in 2009 which states:

Any employee who is required and authorized to use his/her personally owned automobile on conduct of official County business shall be allowed and paid semi-monthly compensation. The number of County business miles driven per 1/2 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.

Please remember that department heads are responsible for reviewing reimbursement requests for accuracy and appropriateness. In particular, employees shall not be reimbursed for travel between their home and their normal work assignment. If you have any questions, please contact the Bureau of Administration.

cc: Kurt Summers, Chief of Staff  
Constance Kravitz, Comptroller

Exhibit 5

**Cook County Board Authorization**

Exhibit 6

**Economic Disclosure Statement (EDS)**

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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

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

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

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

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

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

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

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

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

MBE/WBE Firm: Neal & Leroy, LLC

Address: 203 N. Lasalle St. Suite 2300, Chicago, IL 60601

E-mail: lneal@nealandleroy.com

Contact Person: Langdon Neal Phone: 312-641-7144

Dollar Amount Participation: \$ \$175,000.00

Percent Amount of Participation: 7% %

*Letter of Intent attached?	Yes <u>X</u>	No _____
*Letter of Certification attached?	Yes <u>X</u>	No _____

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

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

Attach additional sheets as needed.

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

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

MWBE Firm: Neal & Leroy, LLC  
Address: 203 North LaSalle Street  
City/State: Chicago, IL Zip 60601  
Phone: 312-641-7144 Fax: 312-641-5137  
Email: lneal@nealandleroy.com

Certifying Agency: County of Cook & City of Chicago  
Certification Expiration Date: Chicago 6/1/2014  
FEIN #: 36-4195775  
Contact Person: Tim Mondl  
Contract #: 1430-13421

Participation:      Direct            Indirect

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

No    Yes – Please attach explanation.     Proposed Subcontractor: \_\_\_\_\_

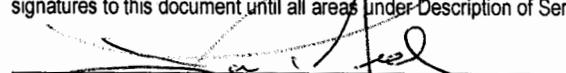
The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

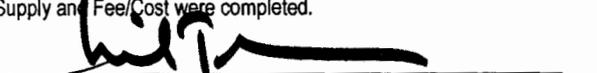
Zoning, TIF, Entitlement and Development Framework Legal Advisory Services  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
Hourly billing per proposal rates; maximum professional fee not-to-exceed 7% or \$175,000.

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

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

  
Signature (MWBE)  
Langdon D. Neal  
Print Name  
Neal & Leroy, LLC  
Firm Name  
February 7, 2014  
Date

  
Signature (Prime Bidder/Proposer)  
Kimbal T. Goluska  
Print Name  
The Chicago Consultants Studio, Inc.  
Firm Name  
February 10, 2014  
Date

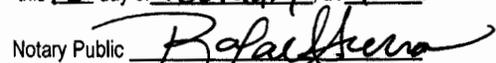
Subscribed and sworn before me  
this 7<sup>th</sup> day of February, 2014

Notary Public 

SEAL



Subscribed and sworn before me  
this 10<sup>th</sup> day of February, 2014

Notary Public 

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Neal & Leroy, LLC Contract # \_\_\_\_\_

Address 203 N. LaSalle Street Suite 2300 City Chicago

County Cook State IL Zip 60601

Phone 312-641-7144 Email lneal@nealandleroy.com

I Langdon D. Neal, Managing Member  
(Print Name) (Print Title)

of Neal & Leroy, LLC do hereby affirm:  
(Name of Firm)

1. Neal & Leroy, LLC is a Minority and/or Women Business Enterprise  
(Name of Firm)  
currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to Neal & Leroy, LLC, the personal net worth of the qualifying  
(Name of Firm)  
(51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Neal & Leroy, LLC,  
(Name of Firm)  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Langdon D. Neal affirm that, to the best of my  
(Print Name)

knowledge and belief, the information herein is true and accurate.

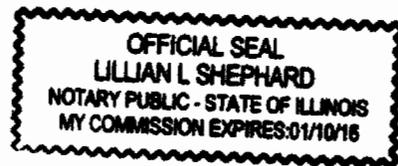
Signature [Signature] Title Managing Member Date 2/06/14

Subscribed and sworn to before me this 6th day of February, 2014  
(Month) (Year)

[Signature]  
(Notary's Signature)

Notary's Seal

My Commission Expires January 10, 2016  
Revised 2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

AUG 09 2013

Langdon Neal  
Neal and Leroy, LLC.  
203 N. LaSalle Street, Suite 2300  
Chicago, IL 60601

Dear Mr. Neal:

We are pleased to inform you that Neal and Leroy, LLC. has been recertified as a **Minority Business Enterprise ("MBE")** the City of Chicago ("City"). This MBE certification is valid until **06/01/2014**; 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.

Your firm's five year certification will expire on **06/01/2014**. 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 **04/01/2014**.

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

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

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

A handwritten signature in black ink, appearing to be "JL" or similar initials, located in the bottom right corner of the page.

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](http://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.

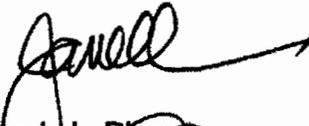
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**  
**541110 - Legal Services**

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

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

Sincerely,



Jamie L. Rheed  
Chief Procurement Officer

JLR/sf

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

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

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

MBE/WBE Firm: Applied Real Estate Analysis, Inc.

Address: 914 S. Wabash, Chicago, IL 60605

E-mail: mmitchell@areainc.net

Contact Person: Maxine Mitchell Phone: 312-461-9332

Dollar Amount Participation: \$ \$125,000.00

Percent Amount of Participation: 5% %

\*Letter of Intent attached?      Yes X      No \_\_\_\_\_

\*Letter of Certification attached?      Yes X      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

\*Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

Attach additional sheets as needed.

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

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Applied Real Estate Analysis, Inc Certifying Agency: City of Chicago  
Address: 914 S. Wabash Avenue Certification Expiration Date: 03-31-2014  
City/State: Chicago Zip 60605 FEIN #: 36-3371240  
Phone: 312-461-3992 Fax: 312-461-0015 Contact Person: Maxine V. Mitchell  
Email: mmitchell@areainc.net Contract #: 1430-13421

Participation:  Direct  Indirect

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

No  Yes – Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

baseline market analysis, use-specific assessment, and related economic  
feasibility services  
\_\_\_\_\_  
\_\_\_\_\_

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

hourly billing per proposal rates; maximum professional fee not-to-exceed 5% or \$125,000

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

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

*Robert E. Miller*  
Signature (M/WBE)

Robert E. Miller  
Print Name

Applied Real Estate Analysis, Inc.  
Firm Name

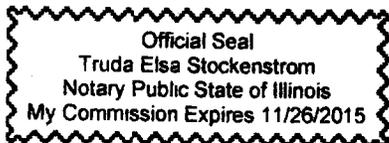
02-07-2014  
Date

Subscribed and sworn before me

this 07 day of February, 2014

Notary Public *[Signature]*

SEAL



*Kimbal T. Goluska*  
Signature (Prime Bidder/Proposer)

Kimbal T. Goluska  
Print Name

The Chicago Consultants Studio, Inc.  
Firm Name

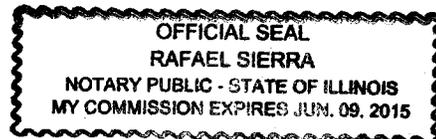
February 10, 2014  
Date

Subscribed and sworn before me

this 10<sup>th</sup> day of February, 2014

Notary Public *[Signature]*

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Applied Real Estate Analysis, Inc. Contract # 1430-13421

Address 914 S. Wabash City Chicago

County Cook State Illinois Zip 60605

Phone 312-461-9332 Email mmitchell@areainc.net

I Maxine V. Mitchell, President  
(Print Name) (Print Title)

of Applied Real Estate Analysis, Inc. do hereby affirm:  
(Name of Firm)

1. Applied Real Estate Analysis, Inc. is a Minority and/or Women Business Enterprise  
(Name of Firm)  
currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to Applied Real Estate Analysis, Inc., the personal net worth of the qualifying  
(Name of Firm)  
(51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of \$ 1,300,000,  
(Name of Firm)  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Maxine V. Mitchell affirm that, to the best of my  
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature *Maxine V. Mitchell* Title President Date 2/5/2014

Subscribed and sworn to before me this 5th day of February, 2014  
(Month) (Year)

*[Signature]*  
(Notary's Signature)

Notary's Seal

My Commission Expires 11-26-2015

Revised 2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

[KNdicu@areainc.net](mailto:KNdicu@areainc.net)

December 17, 2013

Maxine Mitchell  
**Applied Real Estate Analysis, Inc.**  
914 South Wabash Avenue  
Chicago, IL 60605

Dear Ms. Mitchell:

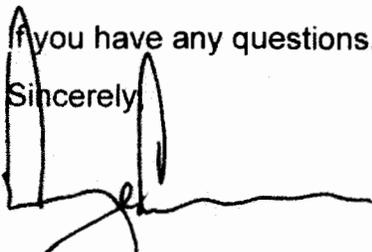
This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) until March 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,



George Coleman

Deputy Procurement Officer

GC/sl

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

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

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

MBE/WBE Firm: Brook Architecture, Inc.

Address: 2325 South Michigan Ave, Suite 300, Chicago, IL 60618

E-mail: rwestbrook@brookarchitecture.com

Contact Person: RaMona Westbrook Phone: 312-528-0809

Dollar Amount Participation: \$ \$150,000.00

Percent Amount of Participation: 6% %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Brook Architecture, Inc  
Address: 2325 S Michigan Ave, #300  
City/State: Chicago, IL Zip 60616  
Phone: 312-528-0890 Fax: 312-356-1041  
Email: rwestbrook@brookarchitecture.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 12/30, 2016  
FEIN #: 36-4234909  
Contact Person: RaMona Westbrook  
Contract #: 1430-13421

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Programming, Conceptual Design and Technical Feasibility services

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

Hourly billing per proposed rates; maximum professional fee not to exceed 6% or \$150,000.00

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

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

Signature (M/WBE)

RaMona Westbrook

Print Name

Brook Architecture, Inc

Firm Name

02/07/2014

Date

Signature (Prime Bidder/Proposer)

Kimbal T. Goluska

Print Name

The Chicago Consultants Studio, Inc.

Firm Name

February 10, 2014

Date

Subscribed and sworn before me

this 8<sup>th</sup> day of February, 2014

Notary Public

SEAL

Subscribed and sworn before me

this 10<sup>th</sup> day of February, 2014

Notary Public

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Brook Architecture, Inc Contract # 1430-13421  
 Address 2325 S Michigan Ave Ste 300 City Chicago  
 County Cook State IL Zip 60616  
 Phone 312-528-0890 Email rwestbrook@brookarchitecture.com

I RaMona Westbrook, President  
(Print Name) (Print Title)

of Brook Architecture, Inc do hereby affirm:  
(Name of Firm)

1. Brook Architecture, Inc is a Minority and/or Women Business Enterprise  
(Name of Firm)  
 currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to Brook Architecture, Inc, the personal net worth of the qualifying  
(Name of Firm)  
 (51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Brook Architecture, Inc,  
(Name of Firm)  
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I RaMona Westbrook affirm that, to the best of my  
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title President Date 02/07/2014

Subscribed and sworn to before me this 8th day of February / 2014  
(Month) (Year)

[Signature]  
(Notary's Signature)

Notary's Seal

My Commission Expires 6/24/2017

Revised 2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**JAN 25 2013**

Ramona Westbrook  
Brook Architecture, Inc.  
2325 S. Michigan Ave.  
Chicago, IL 60616

**Annual Certificate Expires: December 30, 2013**

Dear Ramona Westbrook:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** and as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **December 30, 2016**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **October 31, 2013**

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

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

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

JAN 25 2013

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

<u>NAICS Codes</u>	<u>Description</u>
NAICS 541310	Architectural (except landscape) design services
NAICS 541310	Architectural (except landscape) services
NAICS 541310	Building architectural design services
NAICS 541340	Drafting services
NAICS 541410	Interior design services

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/ha

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

\_\_\_\_\_ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

\_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: Nia Architects, Inc.

Address: 1130 S. Wabash Ave. #200, Chicago, IL 60605

E-mail: aakindele@niaarch.com

Contact Person: Anthony Akindele Phone: 312-431-9515

Dollar Amount Participation: \$ \$150,000.00

Percent Amount of Participation: 6% %

\*Letter of Intent attached? Yes  No \_\_\_\_\_

\*Letter of Certification attached? Yes  No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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

Cook County Government  
Letter of Intent

M/WBE Firm: Nia Architects, Inc.  
Address: 850 W. Jackson Blvd Ste 600  
City/State: Chicago, IL. Zip: 60607  
Phone: 312.431.9515 Fax: 312.431.9518  
Email: aakindele@niaarch.com

Certifying Agency: City of Chicago  
Certification Expiration Date: February, 2014  
FEIN #: 36-4103165  
Contact Person: Anthony Akindele  
Contract #: 1430-13421

Participation:  Direct  Indirect

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

No  Yes – Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

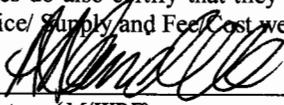
Programming, Conceptual Design and Technical Feasibility services

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

Hourly billing per proposal rates: maximum professional fee not-to-exceed 6% or \$150,000.00

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

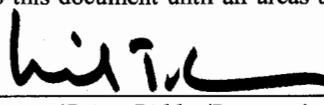
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

  
Signature (M/WBE)

Anthony Akindele  
Print Name

Nia Architects, Inc.  
Firm Name

February 07, 2014  
Date

  
Signature (Prime Bidder/Proposer)

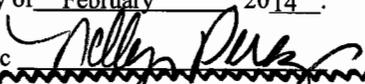
Kimbal T. Goluska  
Print Name

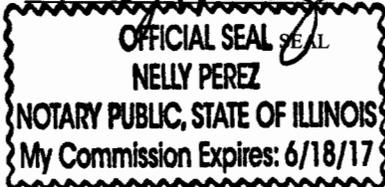
The Chicago Consultants Studio, Inc.  
Firm Name

February 10, 2014  
Date

Subscribed and sworn before me

this 7th day of February 2014.

Notary Public 



Subscribed and sworn before me

this 10th day of Feb February 2014.

Notary Public 



Revised 01/06/2011



Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Nia Architects, Inc. Contract # 1430-13421

Address 850 W. Jackson Blvd. Suite 600 City Chicago

County Cook State IL Zip 60607

Phone 312-431-9515 Email aakindele@niaarch.com

I Anthony Akindele, President  
(Print Name) (Print Title)

of Nia Architects, Inc. do hereby affirm:  
(Name of Firm)

1. Nia Architects, Inc. is a Minority and/or Women Business Enterprise  
(Name of Firm)  
currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to Nia Architects, Inc., the personal net worth of the qualifying  
(Name of Firm)  
(51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Nia Architects, Inc.,  
(Name of Firm)  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Anthony Akindele affirm that, to the best of my  
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature *Anthony Akindele* Title President Date 02/07/2014

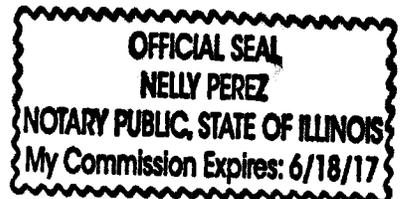
Subscribed and sworn to before me this 7<sup>th</sup> day of February, 2014  
(Month) (Year)

*Nelly Perez*  
(Notary's Signature)

Notary's Seal

My Commission Expires 6/18/17

Revised 2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 18 2013

Anthony Akindele  
Nia Architects, Inc.  
1130 South Wabash Ave Suite 200  
Chicago, Illinois 60605

**Annual Certificate Expires: February 1, 2014**

Dear Mr. Akindele:

We are pleased to inform you that Nia Architects, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until February 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by February 1, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by December 1, 2013**.

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

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

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

FEB 18 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

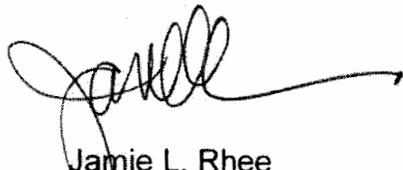
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code – 541310 – Architectural Services**  
**NAICS Code – 541410 – Interior Design Services**

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

II. [X] Direct Participation of MBE/WBE Firms [ ] Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Cotter Consulting, Inc.

Address: 100 S. Wacker Dr., Suite 920, Chicago, IL 60606

E-mail: a.cotter@cotterconsulting.com

Contact Person: Anne Cotter Phone: 312-696-1200

Dollar Amount Participation: \$ 145,000.00 / 165,000.00 16% 03/04/2014

Percent Amount of Participation: 7% 6% %

\*Letter of Intent attached? Yes [X] No [ ]
\*Letter of Certification attached? Yes [X] No [ ]

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes [ ] No [ ]
\*Letter of Certification attached? Yes [ ] No [ ]

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Cotter Consulting, Inc.  
Address: 100 S Wacker, Suite 920  
City/State: Chicago, IL Zip 60606  
Phone: 312.696.1200 Fax: 312.696.1222  
Email: j.hoerner@cotterconsulting.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 7/1/17  
FEIN #: 36-3735857  
Contact Person: Joseph Hoerner, AIA  
Contract #: 1430-13421

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Baseline cost estimating and capital budgeting; specialty medical programming services  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:  
Hourly billing per proposal rates; maximum professional fee not-to-exceed 7% or \$165,000  
6% \$ 145,000

KRB  
03/04/2014

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

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

[Signature]  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

Joseph Hoerner, AIA  
Print Name

Kimbal T. Goluska  
Print Name

Cotter Consulting, Inc.  
Firm Name

The Chicago Consultants Studio, Inc.  
Firm Name

February 7, 2014  
Date

February 10, 2014  
Date

Subscribed and sworn before me  
this 7<sup>th</sup> day of February, 20 14

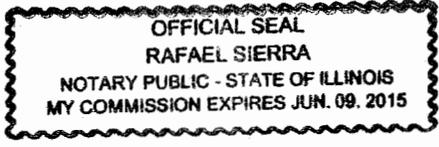
Subscribed and sworn before me  
this 10<sup>th</sup> day of February, 20 14

Notary Public [Signature]

Notary Public [Signature]

SEAL

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Cotter Consulting, Inc. Contract # Pending

Address 100 S. Wacker Dr., Ste. 920 City Chicago

County Cook State Illinois Zip 60606

Phone (312) 696-1200 Email a.cotter@cotterconsulting.com

I Anne Edwards-Cotter, President  
(Print Name) (Print Title)

of Cotter Consulting, Inc. do hereby affirm:  
(Name of Firm)

1. Cotter Consulting, Inc. is a Minority and/or Women Business Enterprise  
(Name of Firm)  
currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to Cotter Consulting, Inc., the personal net worth of the qualifying  
(Name of Firm)  
(51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Cotter Consulting, Inc.,  
(Name of Firm)  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Anne Edwards-Cotter affirm that, to the best of my  
(Print Name)

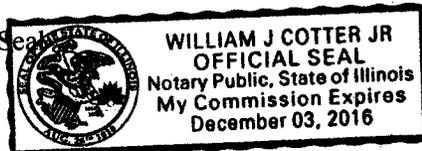
knowledge and belief, the information herein is true and accurate.

Signature Anne Edwards-Cotter Title President Date 2/4/2014

Subscribed and sworn to before me this 4th day of February, 2014  
(Month) (Year)

[Signature]  
(Notary's Signature)

Notary's Seal



My Commission Expires 12/3/2016



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

SEP 30 2013

Ms. Anne Edwards-Cotter  
Cotter Consulting, Inc.  
100 South Wacker Drive, Suite 920  
Chicago, IL 60606

Dear Ms. Cotter:

We are pleased to inform you that **Cotter Consulting, Inc.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **7/1/2017**; 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 **7/1/2014, 7/1/2015, and 7/1/2016**. 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 **7/1/2017**. 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 **5/1/2017**.

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 **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

*D.W.*

- 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](http://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):**

**236116 – Construction Management, Multifamily Building**

**236210 – Construction Management, Industrial Building (except warehouses)**

**236220 – Construction Management, Commercial and Institutional Building**

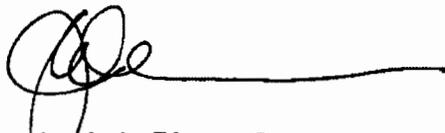
**236220 – Project Management**

**237310 – Construction Management, Highway, Road, Street, and Bridge**

Your firm's participation on City contracts will be credited only toward **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 Women-Owned Business Enterprise (WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/cm

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

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

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

MBE/WBE Firm: Prism Engineering Inc.

Address: 122 S. Michigan Ave, Suite 1830, Chicago, IL 60603

E-mail: joanne.morris@prism-eng.com

Contact Person: Joanne Morris Phone: 312-362-9900

Dollar Amount Participation: \$ \$40,000.00

Percent Amount of Participation: 2% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Prism Engineering, Inc  
Address: 122 S. Michigan Ave., Ste. 1830  
City/State: Chicago, IL Zip 60603  
Phone: 312-362-9900 Fax: 312-362-9901  
Email: joanne.morris@prism-eng.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 11/01/2016  
FEIN #: 20-1723185  
Contact Person: Joanne Morris  
Contract #: 1430-13421

Participation: [  ] Direct [  ] Indirect

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

[  ] No [  ] Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Traffic / circulation assessment, parking supply and demand analysis services  
\_\_\_\_\_  
\_\_\_\_\_

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

Hourly billing per proposal rates, maximum professional fee not to exceed 2% or \$40,000

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

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

Joanne Morris  
Signature (M/WBE)

Kimbal T. Goluska  
Signature (Prime Bidder/Proposer)

Joanne Morris  
Print Name

Kimbal T. Goluska  
Print Name

Prism Engineering, Inc  
Firm Name

The Chicago Consultant Studio, Inc.  
Firm Name

2/10/14  
Date

February 10, 2014  
Date

Subscribed and sworn before me

this 10th day of FEBRUARY, 2014  
Notary Public [Signature]

Subscribed and sworn before me

this 10th day of February, 2014  
Notary Public [Signature]

SEAL



SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Prism Engineering Incorporated Contract # \_\_\_\_\_

Address 122 S. Michigan Avenue, Suite 1830 City Chicago

County Cook State Illinois Zip 60603

Phone 312-362-9900 Email joanne.morris@prism-eng.com

I Joanne Morris, Vice President  
(Print Name) (Print Title)

of Prism Engineering Inc. do hereby affirm:  
(Name of Firm)

1. Prism Engineering Inc. is a Minority and/or Women Business Enterprise  
(Name of Firm)  
currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to Prism Engineering Inc., the personal net worth of the qualifying  
(Name of Firm)  
(51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Prism Engineering, Inc.,  
(Name of Firm)  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Joanne Morris affirm that, to the best of my  
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature Joanne Morris Title Vice President Date 2/6/2014

Subscribed and sworn to before me this 6<sup>TH</sup> day of FEBRUARY, 2014  
(Month) (Year)

[Signature]  
(Notary's Signature)  
My Commission Expires 10 July 2016

Notary's Seal  
DAVID J. BUCKE  
Notary Public, State of Illinois  
My Commission Expires July 10, 2016  
Commission No. 003762



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

February 3, 2014

Mr. Raymond Walston  
**Prism Engineering, Inc.**  
122 S. Michigan Ave., Suite 1830  
Chicago, IL 60603

Dear Mr. Walston:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **April 1, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

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

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

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman", written over a horizontal line.

George Coleman  
Deputy Procurement Officer

GC/cm



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 20 2013

Raymond Walston  
Prism Engineering, Inc.  
122 S. Michigan Ave., Ste. 1830  
Chicago, IL 60603

**Annual Certificate Expires: November 1, 2013**

Dear Raymond Walston:

**Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until November 1, 2016.**

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **September 1, 2013**.

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

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

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

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

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

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

<u>NAICS Codes</u>	<u>Description</u>
541330	Civil Engineering Services
541330	Traffic Engineering Consulting Services
541320	City Planning services
541611	General Management Consulting

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/ha

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

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

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

MBE/WBE Firm: Tristan & Cervantes, LLC

Address: 30 W. Monroe St Suite 630 Chicago, IL 60603

E-mail: htristan@tristancervantes.com

Contact Person: Homero Tristan Phone: 312-345-9200

Dollar Amount Participation: \$ 75,000.00

Percent Amount of Participation: 3% %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Tristan & Cervantes  
Address: 30 W. Monroe St., Suite 630  
City/State: Chicago, IL Zip 60603  
Phone: 312-345-9200 Fax: 312-345-1533  
Email: htristan@tristancervantes.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 7/15/2018  
FEIN #: 20-5203596  
Contact Person: Homero Tristan  
Contract #: 1430-13421

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

~~Project advocacy and lobbyist services.~~  
LEGAL SERVICES FOR INFRASTRUCTURE, PUBLIC ENHANCEMENTS AND PROJECT ADVOCACY

*KTB 03/04/2014*

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
Hourly billing per proposal rates; maximum professional fee not-to-exceed 3% or \$75,000.

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

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

*[Signature]*  
Signature (M/WBE)  
Homero TRISTAN  
Print Name  
Tristan + Cervantes  
Firm Name  
2/10/2014  
Date

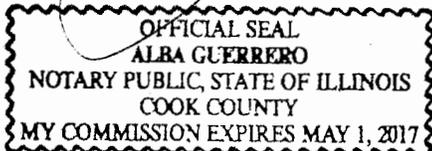
*[Signature]*  
Signature (Prime Bidder/Proposer)  
Kimbal T. Goluska  
Print Name  
The Chicago Consultants Studio, Inc.  
Firm Name  
February 10, 2014  
Date

Subscribed and sworn before me

this 10 day of February, 20 14.

Notary Public *[Signature]*

SEAL

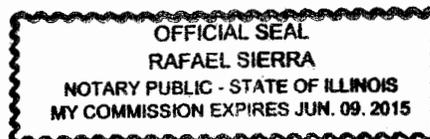


Subscribed and sworn before me

this 10th day of February, 20 14.

Notary Public *[Signature]*

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name TRISTAN & CERVANTES, LLC Contract # \_\_\_\_\_  
Address 30 W. Monroe Street, Suite 630 City Chicago  
County Cook State IL Zip 60603  
Phone (312) 345-9200 Email htristan@tristancervantes.com

I Homero Tristan, Member  
(Print Name) (Print Title)

of TRISTAN & CERVANTES, LLC do hereby affirm:  
(Name of Firm)

1. TRISTAN & CERVANTES, LLC is a Minority and/or Women Business Enterprise  
(Name of Firm)  
currently certified by the City of Chicago as:

Black  Hispanic  Asian  Native-American  Other  Woman

2. With respect to TRISTAN & CERVANTES, LLC, the personal net worth of the qualifying  
(Name of Firm)  
(51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of TRISTAN & CERVANTES, LLC,  
(Name of Firm)  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Homero Tristan affirm that, to the best of my  
(Print Name)

knowledge and belief, the information herein is true and accurate.

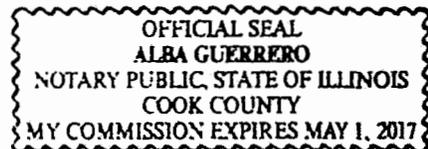
Signature [Signature] Title Member Date 11/25/2013

Subscribed and sworn to before me this 25th day of November, 2013  
(Month) (Year)

[Signature]  
(Notary's Signature)

Notary's Seal

My Commission Expires May 1, 2017  
Revised 2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

SEP 16 2013

Homero Tristan  
Tristan & Cervantes, LLC.  
30 West Monroe, Suite 630  
Chicago, Illinois 60603

Dear Mr. Tristan:

We are pleased to inform you that Tristan & Cervantes, LLC. has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **07/15/2018**; 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 **09/01/2014, 09/01/2015, 09/01/2016, and 09/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **09/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **07/01/2018**.

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

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

- File your annual No-Change Affidavit within the required time period;



# CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

## TRISTAN & CERVANTES, LLC

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

**\*\*NAICS Codes: 541110**

**\*\*Description of their products/services as defined by the North American Industry Classification System (NAICS)**

**Product/Service Description: FULL SERVICE BUSINESS LAW FIRM PROVIDING SERVICES IN COMMERCIAL LITIGATION, LABOR AND EMPLOYMENT LAW, REAL ESTATE, ZONING, AND GOVERNMENT**

**2/28/2013**

*Issued Date*

**2/28/2014**

*Expiration Date*

**CH3010**

*Certificate Number*

*Julia C. Hill Morgan*  
*President, Chicago MSDC*

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

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

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER                       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

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

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

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

**D. OTHER RELEVANT INFORMATION**

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

## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
NONE	

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

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

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

Yes:   X   No: \_\_\_\_\_

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

19 S. LaSalle St. Suite 803, Chicago, IL 60603  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes:   X   No: \_\_\_\_\_

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

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

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

\_\_\_\_\_  
NONE  
\_\_\_\_\_

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

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

## Identifying Information:

Name: The Chicago Consultants Studio D/B/A: \_\_\_\_\_ EIN NO.: 36-3959720

Street Address: 19 S. LaSalle St. Suite 803

City: Chicago State: IL Zip Code: 60603

Phone No.: (312) 357-1557

## Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Kimbal T. Goluska	33 W. 14th St, Chicago, IL 60605	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ X ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

**Declaration (check the applicable box):**

[ X ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Kimbal T. Goluska  
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
Signature

ccs@ccstudioinc.com  
E-mail address

President & CEO  
Title

January 22, 2014  
Date

(312) 357-1557  
Phone Number

Subscribed to and sworn before me  
this 30<sup>th</sup> day of Jan, 2014

My commission expires: 06/09/2015

X [Signature]  
Notary Public Signature





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### DEFINITIONS:

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

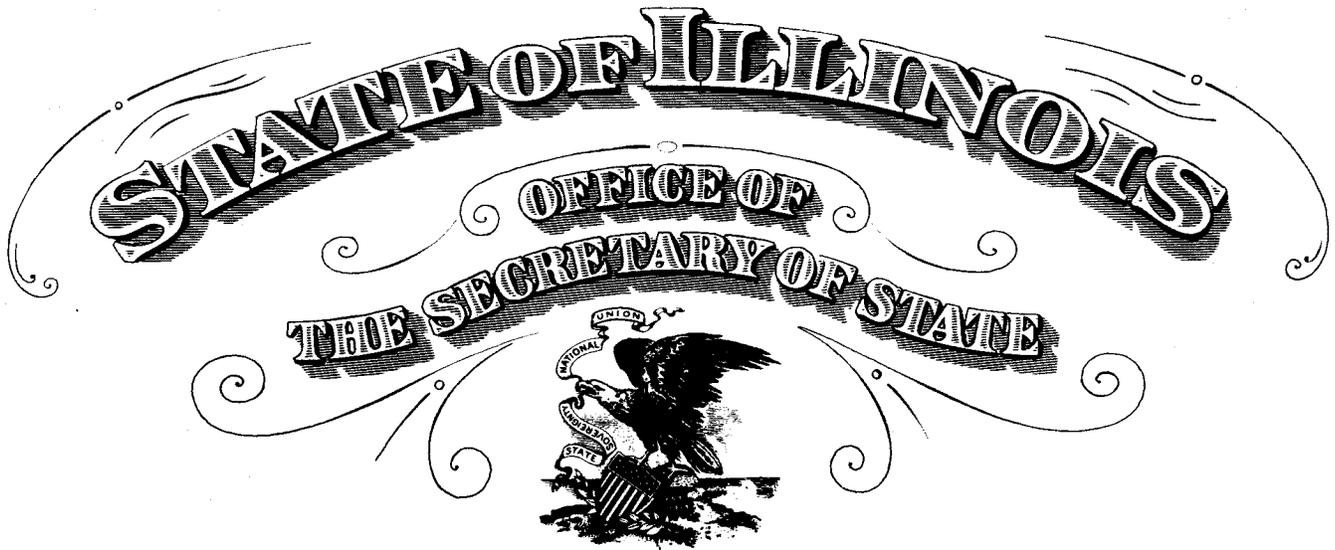
*"Doing business"* for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

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

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

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





**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

THE CHICAGO CONSULTANTS STUDIO, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 29, 1994, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



**In Testimony Whereof,** I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 29TH  
day of JANUARY A.D. 2014 .

*Jesse White*

Authentication #: 1402901424

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: The Chicago Consultants Studio, Ince

BUSINESS ADDRESS: 19 S. LaSalle Street, Chicago, IL 60603 Suite 803

BUSINESS TELEPHONE: 312-357-1557 FAX NUMBER: 312-357-0988

CONTACT PERSON: Kimbal Goluska

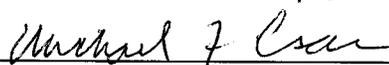
FEIN: 36-3959720 \*IL CORPORATE FILE NUMBER: D-5779-379-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Kimbal T. Goluska VICE PRESIDENT: N/A

SECRETARY: Kimbal T. Goluska TREASURER: Kimbal T. Goluska

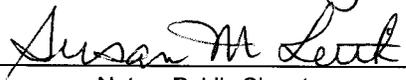
\*\*SIGNATURE OF PRESIDENT: 

ATTEST:  ~~(CORPORATE SECRETARY)~~

Attorney/Registered Agent

Subscribed and sworn to before me this

4th day of February, 2014.

X   
Notary Public Signature

My commission expires:



Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

Attachment 1

**Illinois Medical District Commission Contract (RFP No. IMDC 13-008)**

## URBAN LAND USE PLANNING AND CONSULTING SERVICES AGREEMENT

This Urban Land Use Planning and Consulting Services Agreement (this "Agreement") dated as of January 1, 2014 (the "Effective Date") is entered into by and between the **Illinois Medical District Commission**, a body politic and corporate and unit of local government (the "IMDC"), and **Chicago Consultants Studio, Inc.** an Illinois corporation ("Consultant").

### RECITALS

**WHEREAS**, the IMDC, on November 8, 2013 received proposals (the "Proposals") in response to a Request for Proposals ("RFP") for urban land use planning and consulting services;

**WHEREAS**, the IMDC reviewed and evaluated the Proposals;

**WHEREAS**, the IMDC has selected Consultant to provide urban land use planning and consulting services and the Parties desire to enter into an agreement for the provision of such services.

**NOW, THEREFORE**, in consideration for the mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Services.** Consultant will, at the request and direction of the IMDC Executive Director, provide the services described in Exhibit A attached hereto. Consultant will also participate in meetings, phone calls, and presentations at the request of the IMDC.
2. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall end June 30, 2014. The IMDC shall have two (2) options of renewing the Term for one (1) additional term, but such renewal options may not be exercised more than twice, meaning after all renewal options are exercised, the final term of this agreement may not expire beyond June 30, 2015. The IMDC shall exercise the renewal options by providing written notice to Consultant no later than thirty (30) days before the expiration of the then current Term.
3. **Fees, Expenses, and Invoicing.** The IMDC shall pay Consultant an hourly fee of \$275 for the Services. Notwithstanding anything in the foregoing to the contrary, the maximum fee paid and the IMDC liability for paying Consultant's fee shall not exceed One Hundred Twenty Thousand Dollars (\$120,000) during the Initial Term. (Fee for any renewal Term shall be mutually agreed upon.) Consultant shall submit invoices to IMDC at Illinois Medical District Commission, Accounts Payable, 2100 W. Harrison, Chicago IL 60612 no later than five (5) days after the start of each month.

By submitting an invoice, Consultant certifies that the provided services meet all requirements of the Agreement, and the amount billed and expenses incurred are permitted under the Agreement. As a condition of receiving payment Consultant must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food services). Consultant is responsible for contacting the Illinois Dept. of Labor 217-782-6206;

<http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), and (iii) pay its suppliers and subcontractors according to the terms of their respective contracts.

4. **Independent Contractor.** Consultant, in performance of this Agreement, is acting as an independent contractor and not as an agent or employee of, or joint venture with the IMDC. Consultant's personnel are not IMDC employees or agents, and Consultant assumes all responsibility for their acts. Consistent with this Agreement and Consultant's status as an independent contractor, Consultant shall not permit its personnel to hold themselves out as, nor claim to be, officers or employees of the IMDC, nor to make claims, demands or applications to any right or privilege applicable to any officer or employee of the IMDC. Consultant shall be responsible for the performance and behavior of its personnel while they are performing Services under this Agreement. The IMDC shall have the right to object to any personnel performing Services. Upon notice of any objection, Consultant shall immediately remove and replace such personnel.

5. **Covenant As To Services.** Consultant warrants that all Services will be performed to meet the requirements of the Agreement in an efficient and effective manner by trained and competent personnel. Consultant shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or IMDC policies.

6. **Disclosures.** Consultant agrees to make all disclosures and certifications contained in **Exhibit B** attached hereto as of the Effective Date.

7. **Insurance.** Consultant shall, at all times during the Term and during any renewal periods, maintain and provide a Certificate of Insurance evidencing (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Certificates may not be modified or canceled until at least fifteen (15) days notice has been provided to the IMDC. Insurance shall not limit Consultant's obligation to indemnify, defend or settle any claims.

8. **Indemnification And Liability.** Consultant shall indemnify, defend and hold harmless the IMDC, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of (a) any breach or violation by Consultant of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Consultant's negligent performance; or (c) any act, activity or omission of Consultant or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

9. **Use And Ownership.** All work performed or supplies created by Consultant under this Agreement, whether written documents or data, goods or deliverables of any kind, shall be

deemed work-for-hire under copyright law and all intellectual property and other laws, and the IMDC is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Consultant hereby assigns to the IMDC all right, title and interest in and to such work including any related intellectual property rights, and waives any and all claims that Consultant may have to such work including any so-called "moral rights" in connection with the work. Consultant acknowledges the IMDC may use the work product for any purpose.

10. **Time Is Of the Essence.** Time is of the essence with respect to Consultant's performance of this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved unless otherwise directed by the IMDC.

11. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by Consultant without the prior written consent of the IMDC.

12. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

13. **Compliance With The Law.** The Consultant, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Consultant shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Consultant shall obtain at its own expense, all license and permission necessary for the performance of this contract.

14. **Governing Law.** This Agreement and all performances hereunder shall be governed by the laws of the State of Illinois, without giving effect to its conflicts of laws principles that would result in the application of the laws of another jurisdiction.

15. **Notices.** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. If to Consultant, notice shall be sent to the following address:

If to Consultant, notice shall be sent to the following address:

The Chicago Consultants Studio, Inc.  
19 South LaSalle Street  
Suite 803  
Chicago, Illinois 60603  
Attention: Kimbal Goluska

If to IMDC, notice shall be sent to the following address:

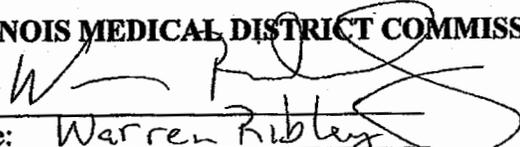
Illinois Medical District Commission  
2100 W. Harrison St.  
Chicago, Illinois 60612  
Attention: Warren Ribley, Executive Director

Notice shall be deemed to have been provided at the time it is actually received.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein and in the agreements contemplated hereby.
17. **Amendments.** This Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by all of the Parties.
18. **Severability; Waiver.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate nor render unenforceable any other provision hereof. Such invalid or unenforceable provision shall be amended, if possible in accordance with Section 16 hereof in order to accomplish the purposes of this Agreement. None of the terms or conditions of this Agreement may be waived unless expressly agreed to in writing by both parties. The failure of either party at any time or times to exercise its rights or to require full performance of any provision hereof will not affect the right of such party at a later time to exercise or enforce the same.
19. **Election of Remedies.** No remedy conferred by and of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.
20. **Counterparts; Signatures.** This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a Party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.
21. **Termination.** Upon providing ten (10) days written notice, the IMDC may terminate this Agreement in whole or in part without the payment of any penalty or incurring any further obligation to Consultant. Consultant, upon such termination, shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Agreement up to and including the date of termination subject to the limitations set forth in Section 3 above.

The parties below agree to and acknowledge the terms of this Agreement as of the Effective Date.

**ILLINOIS MEDICAL DISTRICT COMMISSION:**

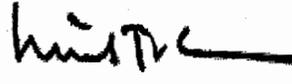
By: 

Name:

Its:

Warren Ribley  
Executive Director

**CHICAGO CONSULTANTS STUDIO, INC.:**

By: 

Name: Kimbal T. Goluska

Its: President

## EXHIBIT A

### Scope of Services

Chicago Consultants Studio, Inc. "CCS" will perform the following professional services only as directed by and at the request of the IMDC or his or her designee. These services may include but not limited to

#### Planning of the Redevelopment of 2020 W. Ogden and Property Subject to Cook County Intergovernmental Agreement "IGA"

- Review any existing plans, studies assumptions, goals and conclusions
- Prepare demographic assessment and projections.
- Prepare a needs assessment/value analysis to identify critical short term programmatic and /or development priorities requiring immediate attention
- Recommend development procurement method and Assist with preparation of a new RFQ/P package for posting in 2014;
- Assist IMDC staff with preparation of briefing materials and presentation for the pre-proposal conference;
- Coordinate with CCHHS on potential program uses for possible inclusion in new RFQ/P
- Assist with review, evaluation and selection of proposals to include proposal assessment, developer due-diligence, shortlisting, interviews, in-depth dialogue process to enhance proposals, term sheet, commitments and performance standards, and final selection
- Provide assistance on drafting of the Development Agreement, development documents and negotiations with selected developer(s) and all other documents as necessary that directly impact the development process.
- Provide review of required planning and design submittals and related documents
- 
- Develop design guidelines and framework for redevelopment that comply with specified Green ordinances.
- Participate in design and program work sessions with selected developer to enhance project and ensure adherence to key developer commitments

#### Specialty Strategic Planning and Development Initiatives

Assist the IMDC in crafting strategies to realize desired specialty initiatives such as CTA station, IDOT overpass, ComEd substation, etc.

Determine transit plans that can be internally implemented

#### PD #30 Enhancements

- Provide advice on zoning, entitlements and PD framework strategy and modifications for the IMD to achieve IMDC redevelopment objectives
- Assist and collaborate with IMDC team with City discussions/negotiations for PD amendment process
- Provide support for required entitlement and PD review

#### Program and Development Management

- Participate in a regularly scheduled strategic development team conference call to review status of pressing issues
- Participate in a regularly scheduled strategic development team work session to assess directions, needs and opportunities
- Assist and support for Commission meetings, presentations and requests
- Coordinate and collaborate on other pressing ongoing IMDC efforts
- Establish a master schedule for planning, programming and development team procurement

## **EXHIBIT B**

### **Standard Certifications**

#### **5. STANDARD CERTIFICATIONS**

Consultant acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this Agreement Consultant certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Consultant shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the IMDC.

If this contract extends over multiple fiscal years including the initial term and all renewals, Consultant and its subcontractors shall confirm compliance with this section in the manner and format determined by the IMDC by the date specified by the IMDC and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Consultant acknowledges and agrees that should Consultant or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the IMDC may void the contract, and
- the Consultant and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Consultant certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Consultant certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Consultant (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3,

or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

**5.5** Consultant certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

**5.6** To the extent there was a incumbent Consultant providing the services covered by this contract and the employees of that Consultant that provide those services are covered by a collective bargaining agreement, Consultant certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

**5.7** Consultant certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Consultant made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

**5.8** If Consultant has been convicted of a felony, Consultant certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

**5.9** If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction. Consultant further certifies that it is not barred from being awarded a contract and acknowledges that the IMDC shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

**5.10** Consultant certifies it is not barred from having a contract with the IMDC based on violating the prohibition on providing assistance to the IMDC in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the IMDC (30 ILCS 500/50-10.5e).

**5.11** Consultant certifies that it and its affiliates are not and have not been delinquent in the payment of any debt to the IMDC or any local, state or federal governmental entity (or if delinquent has entered into a deferred payment plan to pay the debt), and Consultant and its affiliates acknowledge the IMDC may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Consultant or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

**5.12** Consultant certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the

Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

**5.13** Consultant certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

**5.14** Consultant certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Consultant accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

**5.15** Consultant certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

**5.16** Consultant certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

**5.17** Consultant certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

**5.18** In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the IMDC grants an exception (30 ILCS 565).

**5.19** a) If Consultant employs 25 or more employees and this contract is worth more than \$5000, Consultant certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

b) If Consultant is an individual and this contract is worth more than \$5000, Consultant shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

**5.20** Consultant certifies that neither Consultant nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**5.21** Consultant certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

**5.22** Consultant certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

**5.23** Consultant certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

**5.24** Consultant certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the IMDC under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**5.25** Consultant certifies that no foreign-made equipment, materials, or supplies furnished to the IMDC under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

**5.26** Consultant certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

**5.27** Consultant warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Consultants and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former IMDC employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**5.28** Consultant certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa). (30 ILCS 587)

**5.29** Consultant certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Consultant will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Consultant certifies as applicable:

Consultant is not required to register as a business entity with the State Board of Elections.

or

Consultant has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Consultant acknowledges a continuing duty to update the registration as required by the Act.

**5.30 Consultant certifies that it is not and has never been a defendant in any criminal or civil action or has been the subject of any government or government agency enforcement action or investigation.**

## 6.0 DISCLOSURES AND CONFLICTS OF INTEREST

**Instructions:** Consultant shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the IMDC and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the IMDC.

There are five sections to this form and each must be completed to meet full disclosure requirements.

Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Consultants must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Consultant submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Consultant is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Consultant and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Consultant.

This disclosure information is submitted on behalf of (show official name of Consultant, and if applicable, D/B/A and parent):

Name of Consultant: The Chicago Consultants Studio, Inc.

D/B/A (if used): CCS

Name of any Parent Organization: N/A

**Section 1: Section 50-35 Disclosure of Financial Interest in the Consultant.** *(All Consultants must complete this section)*

*Consultants must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.*

a. If Consultant is a Publicly traded corporation subject to SEC reporting requirements

i. Consultant shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k, 20f, or 40f.

**OR**

b. If Consultant is a privately held corporation with more than 400 shareholders

i. These Consultants may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

**OR**

c. If Consultant is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For each individual having any of the following financial interests in the Consultant (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

Yes

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

Yes

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

No

5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 2.0% \_\_\_\_\_ >2.0 to 3.0 % \_\_\_\_\_ > 3.0 to 4.0% \_\_\_\_\_ %>4.0 to 5.0% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship      Stock Partnership      Other (explain) SubChapter S  
Name: Kimbal T. Goluska  
Address: 33 West 14<sup>th</sup> Street, Chicago, IL 60605

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here \_\_\_\_\_.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Consultant's contract.

No

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

No

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

No

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.

No

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

No

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

No

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

No

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the

Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

No

**Section 2: Section 50-13 Conflicts of Interest** *(All Consultants must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:             No Conflicts Of Interest

Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

**Section 3: Debarment/Legal Proceeding Disclosure** *(All Consultants must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	No
Professional licensure discipline	No
Bankruptcies	No
Adverse civil judgments and administrative findings	No
Criminal felony convictions	No

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

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**Section 4: Disclosure of Business Operations with Iran** *(All Consultants must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

i. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

ii. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

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**Section 5: Current and Pending Contracts** *(All Consultants must complete this section).*

Does the Consultant have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government?      No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

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**Section 6: Representative Lobbyist/Other Agent** *(All Consultants must complete this section).*

Is the Consultant represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract?      No

If yes, please identify each agent / lobbyist, including name and address.

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Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

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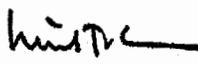
Consultant certifies that none of these costs will be billed to the State in the event of contract award. Consultant must file this information with the Secretary of State.

**This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.**

This Disclosure information is submitted on behalf of: The Chicago Consultants Studio, Inc.  
(Consultant/Subcontractor Name)

Name of Authorized Representative: Kimbal T. Goluska

Title of Authorized Representative: President

Signature of Authorized Representative: 

Date:

December 31, 2013

**7. SUPPLEMENTAL PROVISIONS**

**7.1 State Supplemental Provisions**

Definitions

Required Federal Clauses, Certifications and Assurances

ARRA Requirements (American Recovery and Reinvestment Act of 2009)

Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

Other (describe)

**7.2 Consultant Supplemental Provisions**

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**TAXPAYER IDENTIFICATION NUMBER**

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

**Name:** The Chicago Consultants Studio, Inc.

**Business Name:** The Chicago Consultants Studio, Inc.

**Taxpayer Identification Number:**

Social Security Number \_\_\_\_\_

or

Employer Identification Number 363959720

**Legal Status (check one):**

Individual

Sole Proprietor

Partnership

Legal Services Corporation

Tax-exempt

(Corp.)

Corporation providing or billing

applicable tax classification)

medical and/or health care services

**X** Corporation NOT providing or billing

medical and/or health care services

Governmental

Nonresident alien

Estate or trust

Pharmacy (Non-Corp.)

Pharmacy/Funeral Home/Cemetery

Limited Liability Company (select

D = disregarded entity

C = corporation

P = partnership

Signature: hustle

Date: December 31, 2013



ILLINOIS MEDICAL DISTRICT  
COMMISSION

## **AWARD NOTICE:**

### **RFP for Urban Land Use Planning & Consulting Services**

**RFP Number:** 13-008  
**Date First Offered:** 10/11/13  
**Title:** RFP for Urban Land Use Planning & Consulting Services  
**Purchasing Entity:** Illinois Medical District Commission  
**Status:** Closed

### **Overview:**

Award Notice for the RFP for Urban Land Use Planning & Consulting Services

### **Key Information:**

**Notice Type:** Award Notice  
**Published:** 10/11/13  
**Notice Expiration Date:** 11/8/13  
**Professional & Artistic:**  
**Small Business Set-Aside:** Yes  
**Does this solicitation include a BEP Requirement:** No  
**Relevant Category:**  
**Total Amount of Award:** \$100,000.00  
**Estimated Actual Value Description:** Estimated Value  
**Length of Initial Term:** 36 months  
**Contract Begin Date:** Pending  
**Contract End Date:** Pending  
**Renewal Terms:** 3 one year term



ILLINOIS MEDICAL DISTRICT  
COMMISSION

**Bidder(s):**

Number of Respondents: 10  
Number Disqualified: 7  
Total Number Awarded: 3

**List of all Bidders/Offeres Considered but Not Selected:**

- Gensler Architecture, Design & Planning, PC dba Gensler
- Perkins + Will, Inc.
- Farr Associates Architecture & Urban Design
- Teska Associates, Inc.
- The Lakota Group
- OWP/P Cannon Design Inc. dba Cannon Design
- Skidmore, Owings & Merrill, LLP

Source Selection: RFP

**Vendor (s) Selected for Award:**

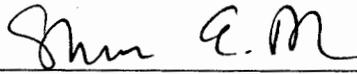
- The Chicago Consultants Studio, Inc.
- Smith Group, JJR, Inc.
- Solomon Cordwel Buenz

**Notice Contact:**

Name: Peter J. Negro  
Address: 2100 W. Harrison St.  
Chicago, IL 60612  
Phone: 312-738-5800  
Email: [pjnegro@medicaldistirct.org](mailto:pjnegro@medicaldistirct.org)

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 17 DAY OF March, 2014.

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

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

1430-13421

**OR**

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

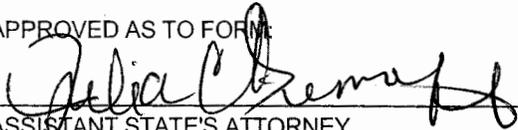
TOTAL AMOUNT OF CONTRACT: \$ 2,408,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAR 12 2014

APPROVED AS TO FORM



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

COM \_\_\_\_\_