CONTRACT NO. 1485-13671

REAL ESTATE BROKERAGE SERVICES

PUBLIC HEALTH ADMINISTRATION AND WEST PUBLIC SERVICE LOCATION

BETWEEN

COOK COUNTY GOVERNMENT

Bureau of Economic Development: Real Estate Management Division

AND

CBRE, INC.

(Based on City of Chicago Master Consulting Agreement, Contract No. 26094)

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

AGREEMENT 2
BACKGROUND 2
TERMS AND CONDITIONS 2
ARTICLE 1) INCORPORATION OF BACKGROUND 2
ARTICLE 2) DEFINITIONS 2
a) Definitions 2
b) Interpretation 3
c) Incorporation of Exhibits 3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT 3
a) Scope of Services 3
b) Deliverables 4
c) Standard of Performance 4
d) Personnel 5
e) Minority and Women's Business Enterprises Commitment 5
f) Insurance 6
g) Indemnification 9
h) Confidentiality and Ownership of Documents 9
i) Patents, Copyrights and Licenses 10
j) Examination of Records and Audits 10
k) Subcontracting or Assignment of Contract or Contract Funds 11
l) Professional Social Services 12
ARTICLE 4) TERM OF PERFORMANCE 13
a) Term of Performance 13
b) Timeliness of Performance 13
c) Agreement Extension Option 13
ARTICLE 5) COMPENSATION 13
a) Basis of Payment 13
b) Method of Payment 13
c) Funding 13
d) Non-Appropriation 14
e) Taxes 14
f) Price Reduction 14
g) Contractor Credits 14
ARTICLE 6) DISPUTES 14
ARTICLE 7) COMPLIANCE WITH ALL LAWS 15
ARTICLE 8) SPECIAL CONDITIONS 15

a) Warranties and Representations 15
b) Ethics 16
c) Joint and Several Liability 16
d) Business Documents 16
e) Conflicts of Interest 16
f) Non-Liability of Public Officials 17
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET 18
a) Events of Default Defined 18
b) Remedies 19
c) Early Termination 20
d) Suspension 21
e) Right to Offset 21
f.) Delays 21
g.) Prepaid Fees 22
ARTICLE 10) GENERAL CONDITIONS 22
a) Entire Agreement 22
b) Counterparts 23
c) Modifications and Amendments 23
d) Governing Law and Jurisdiction 23
e) Severability 23
f) Assigns 24
g) Cooperation 24
h) Waiver 24
i) Independent Contractor 24
j) Governmental Joint Purchasing Agreement 25
ARTICLE 11) NOTICES 25
ARTICLE 12) AUTHORITY 26

Economic Disclosure Statement
Signature Pages

List of Exhibits

Exhibit 1 Scope of Services/Key Personnel
Exhibit 2 Schedule of Compensation
Exhibit 3 Evidence of Insurance
Exhibit 4 Certification for Consulting or Auditing Services
Exhibit 5 City of Chicago Master Consulting Agreement, Contract No. 26094

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 CBRE, Inc., doing business as a corporation of the State of Delaware hereinafter referred to as "Consultant", pursuant to the execution of this contract by the Chief Procurement Officer.

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 City of Chicago solicited a formal Request for Proposal process for Real Estate Brokerage & Consulting Services and the Consultant was identified as one of the qualified firms able to provide Real Estate Brokerage & Consulting Services; and

Whereas, the City of Chicago entered into a Master Consulting Agreement ("MCA') with the Consultant with a term date of June 11, 2012 through January 31, 2017, which provides that the Consultant may provide the Real Estate Brokerage & Consulting Services pursuant to a Task Order Request Process, as set forth in the MCA, a copy of which is attached hereto as Attachment "1" for reference pruposes only, but such attachment is not made part of or incorprated into this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of the City of Chicago and issued a Task Order Request on May 6, 2015 for Real Estate Brokerage & Consulting Services and selected the Consultant; and

Whereas, this Agreement 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 CBRE, Inc., herein after the "Consultant"; and

Whereas, the County, through the Bureau of Economic Development, Real Estate Management Division, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago MCA; 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.

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:

Exhibit 1	Scope of Services/Key Personnel
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Certification for Consulting or Auditing Services
Exhibit 5	City of Chicago Master Consulting Agreement, Contract No. 26094

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 Time Limits for Performance, 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.

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

Insurance Requirements of the Consultant

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

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

Consultant shall require all Subcontractors 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 except paragraph (d) Excess Liability or unless specified otherwise.

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

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverages:

(a) All premises and operations;
(b) Contractual Liability;
(c) Products/Completed Operations;
(d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess/Umbrella Insurance**

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

Each Occurrence:	$ 1,000,000
General Aggregate	$ 1,000,000

(e) **Professional Liability**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than $2,000,000 per occurrence with a deductible of not more than $100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal. Subcontractors

performing services for the Consultant must maintain limits of not less than $1,000,000 per occurrence with the same terms in this section.

Additional requirements

(a) **Additional Insured**

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

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

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

Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be

construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

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

g) Indemnification

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

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor 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.

Contractor 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 Contractor'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, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor'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 Contractor 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 Contractor 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 Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor 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 Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor 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 Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor 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 Contractor 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, Contractor 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 Contractor from its obligations or change the terms of the Contract. The Contractor 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 Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor 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. Contractor 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 Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor 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 Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor 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 Contractor is uncertain whether a disclosure is required under this Section, the Contractor 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 contractors and subcontractors of the Contractor 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.

I) 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 upon the execution of this contract by the Chief Procurement Officer and its term shall begin on May 6, 2015 ("**Effective Date**") and continue until May 5, 2018 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 0 additional one-year periods 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 Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

[INTENTIONALLY OMITTED]

c) Funding

[INTENTIONALLY OMITTED]

d) Non-Appropriation

[INTENTIONALLY OMITTED]

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

[INTENTIONALLY OMITTED]

g) Contractor Credits

[INTENTIONALLY OMITTED]

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor 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 Contractor. 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, Contractor 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 Contractor 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 Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor 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

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

g.) Prepaid Fees

[INTENTIONALLY OMITTED]

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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Article 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 Contractor 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 Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor 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

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: Cook County
Real Estate Management Division
69 W. 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: CBRE, Inc.
20 N. Michigan Avenue
Chicago, IL 60602
Attention: Mr. Martin Stern

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 receipt. Refusal to accept delivery has the same effect as receipt.

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.

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

X 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: Ware Realty Group, LLC

Address: 710 East 47th Street, #302E, Chicago, IL 60653

E-mail: sarah@warerealtygroup.com

Contact Person: Sarah Ware Phone: (312) 376-1448 x101

Dollar Amount Participation: $ To be determined. Subcontractor to be paid 35% of the total commission for which payment has been received by Prime Contractor.

Percent Amount of Participation: 35 %

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: N/A

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 <u>must</u> 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: Ware Realty Group LLC

Address: 710 E. 47th Street, Suite 302E

City/State: Chicago, IL Zip 60653

Phone: (312) 376-1448 Fax: (312) 376-1449

Email: sarah@warerealtygroup.com

Certifying Agency: City of Chicago Dept. of Procurement Services

Certification Expiration Date: September 1, 2019

FEIN #: 46-4539702

Contact Person: Sarah Ware

Contract #: 26090, Spec. 96087, Project 1485-13671

Participation: [X] Direct [ ] Indirect

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

[X] 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:

Real estate brokerage, consulting and support services.

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

35% of the total commission for which payment has been received by Prime Contractor for a transaction.

(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.

Sarah K Ware
Signature (*M/WBE*)

Sarah Ware
Print Name

Ware Realty Group LLC
Firm Name

December 3, 2014
Date

Subscribed and sworn before me

this 3rd day of December, 2014

Notary Public Theresa A. Carrillo

SEAL

OFFICIAL SEAL
THERESA A. CARRILLO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-10-2016

Signature (*Prime Bidder/Proposer*)

Martin Stern
Print Name

CBRE, Inc.
Firm Name

December 3, 2014
Date

Subscribed and sworn before me

this 3rd day of December, 2014

Notary Public Theresa A. Carrillo

SEAL

OFFICIAL SEAL
THERESA A. CARRILLO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-10-2016

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.

-Contains trade secrets and/or private information.

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

SEP 10 2014

Sarah Ware
Ware Realty Group LLC
7719 S Paxton Ave
Chicago, IL 60649

Dear Ms. Ware:

We are pleased to inform you that **Ware Realty Group LLC** has been certified as a **Minority-Owned Business Enterprise ("MBE"), and Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **9/1/2019**; 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 **9/1/2015, 9/1/2016, 9/1/2017, and 9/1/2018.** 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 **9/1/2019.** 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 **7/1/2019.**

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

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

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

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

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

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

NAICS Code(s):

531210 - Offices of Real Estate Agents and Brokers
531311 - Residential Property Managers
531312 - Nonresidential Property Managers
541613 - Marketing Consulting Services
541910 - Marketing Research and Public Opinion Polling
541611 - Administrative Management and General Management Consulting Services

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

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

Sincerely,

Jamie L. Rhee
Chief Procurement Officer
JLR/jk

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

N/A

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:

CBRE|U.S. Equities Realty

20 North Michigan Avenue, Suite 400, Chicago, IL 60602

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.

-Contains trade secrets and/or private information.

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) X 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:

N/A

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

-Contains trade secrets and/or private information.

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name CBRE, Inc. D/B/A: _____ EIN NO.: 95-2743174

Street Address: 400 South Hope Street, 26th Floor

City: Los Angeles State: CA Zip Code: 90071

Phone No.: (310) 405-8900

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

-Contains trade secrets and/or private information.

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
Trammell Crow Company, LLC	2100 McKinney Avenue, Suite 800 Dallas, TX 75201	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
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [X] Yes [ ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
CBRE Group, Inc.	400 South Hope Street, 26th Floor Los Angeles, CA 90071	100%	Parent Company

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 eserved 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.

Martin Stern
Name of Authorized Applicant/Holder Representative (please print or type)

Senior Managing Director
Title

Signature

December 3, 2014
Date

Martin.Stern@cbre.com
E-mail address

(312) 456-7070
Phone Number

Subscribed to and sworn before me
this 3rd day of December, 2014.

My commission expires: 11/4/16

OFFICIAL SEAL
THERESA A. CARRILLO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-4-2016

X Theresa A. Carrillo
Notary Public Signature

Notary Seal

-Contains trade secrets and/or private information.

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

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

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

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

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

Owner/Employee's Signature

December 3, 2014
Date

Subscribe and sworn before me this 3rd Day of December, 20 14

a Notary Public in and for Cook County

(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
THERESA A. CARRILLO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-10-2016

My Commission expires 1/10/16

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

-Contains trade secrets and/or private information.

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 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: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____

Notary Public Signature

_____

Notary Seal

-Contains trade secrets and/or private information.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____

Notary Public Signature

_____

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

-Contains trade secrets and/or private information.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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 Procurement Director 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:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X_____ _____

Notary Public Signature Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

-Contains trade secrets and/or private information.

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: CBRE, Inc.

BUSINESS ADDRESS: 400 South Hope Street, 26th Floor, Los Angeles, CA 90071

BUSINESS TELEPHONE: (310) 405-8900 FAX NUMBER: (310) 405-8950

CONTACT PERSON:

FEIN: 95-2743174 *IL CORPORATE FILE NUMBER: 50812731

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Robert E. Sulentic VICE PRESIDENT: Gil Borok

SECRETARY: Lawrence H. Midler TREASURER: Debera Fan

**SIGNATURE OF ~~PRESIDENT~~: Senior Managing Director

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

3rd day of December, 2014.

x Theresa A. Carrillo
Notary Public Signature

My commission expires:

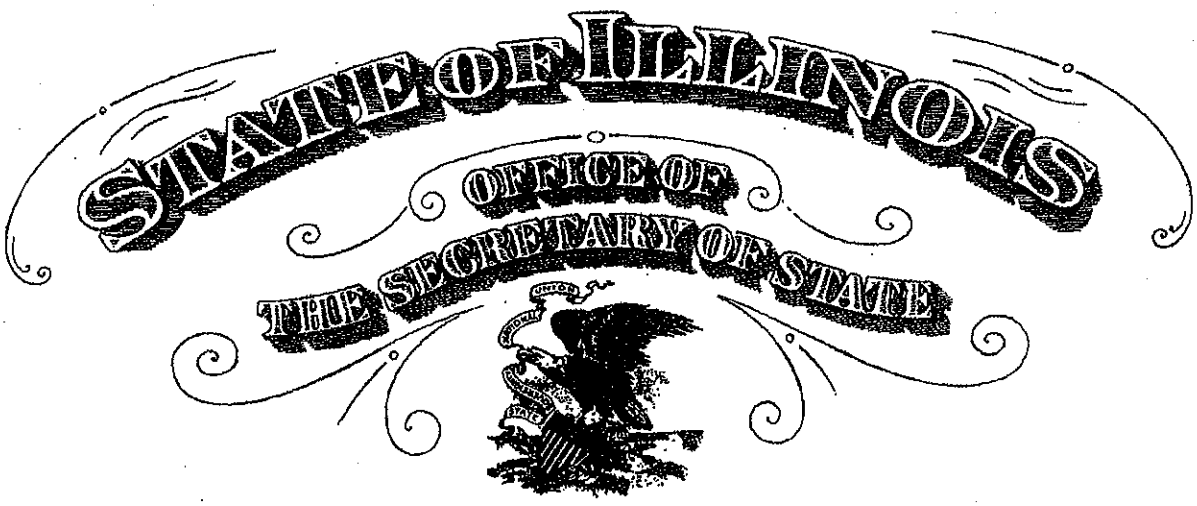
OFFICIAL SEAL
THERESA A. CARRILLO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-10-2016

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.**

File Number 5081-273-1



To all to whom these Presents Shall Come, Greeting:

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

CBRE, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 22, 1976, 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 A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS 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* 13TH *day of* JANUARY *A.D.* 2014 .

Jesse White

SECRETARY OF STATE

Authentication #: 1401302276

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

Exhibit A

Certificate of Amendment of the Second Restated Certificate of Incorporation of CB Richard Ellis, Inc. filed October 3, 2011
(attached)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CB RICHARD ELLIS, INC.", CHANGING ITS NAME FROM "CB RICHARD ELLIS, INC." TO "CBRE, INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF OCTOBER, A.D. 2011, AT 8:02 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

0777218 8100

AUTHENTICATION: 9066805

111061851

DATE: 10-03-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:47 AM 10/03/2011
FILED 08:02 AM 10/03/2011
SRV 111061851 - 0777218 FILE

CERTIFICATE OF AMENDMENT

OF THE

SECOND RESTATED CERTIFICATE OF INCORPORATION

OF

CB RICHARD ELLIS, INC.

CB Richard Ellis, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter, the "Corporation"), hereby certifies in this Certificate of Amendment of the Second Restated Certificate of Incorporation of the Corporation as follows:

1. The name of the Corporation is CB Richard Ellis, Inc. The original name under which the Corporation was incorporated in the State of Delaware is Coldwell Banker Management Corporation. The date the Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware was December 15, 1971.

2. Effective on the date hereof, the Second Restated Certificate of Incorporation of the Corporation filed on December 2, 1996, is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article FIRST the following new Article FIRST:

"FIRST: The name of the corporation is CBRE, Inc."

3. All other provisions of the Second Restated Certificate of Incorporation of the Corporation shall remain in full force and effect.

4. The foregoing amendment set forth in this Certificate of Amendment of the Second Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 141(f), 228 and 242 of the General Corporation Law of the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, as a duly authorized officer of the Corporation, has caused this Certificate of Amendment of the Certificate of Incorporation to be duly executed this 3rd day of October, 2011.

By: _____
Name: Laurence H. Midler
Title: Executive Vice President

Exhibit B

Managing Director and Designee authority resolutions
adopted on November 3, 2005
(attached)

ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
CB RICHARD ELLIS, INC.

November 3, 2005

The undersigned, being the members of the Board of Directors of CB Richard Ellis, Inc., a Delaware corporation (the "Company"), acting pursuant to the Bylaws of the Company and the Delaware General Corporation Law, hereby adopt the following resolution with the same force and effect as if it has been unanimously adopted at a duly convened meeting of the Board of Directors of the Company:

> **RESOLVED,** that all Managing Directors and their designees are hereby authorized to execute all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for any transaction for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

Brett White

Kenneth J. Kay

Laurence H. Midler

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:

Shannon E. Andrews (JE)
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 6th DAY OF May, 20 15

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1485-13671

OR

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

TOTAL AMOUNT OF CONTRACT: $ 0.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

EXHIBIT 1

SCOPE OF SERVICES/KEY PERSONNEL

SCOPE OF SERVICES

REAL ESTATE BROKERAGE SERVICES

Relocation of Public Health Administration and West Public Service location:

The Cook County Department of Public Health will be relocating approximately 8-20 staff from leased space (the Clinic Space) and may possibly relocate approximately 80 administrative staff from a County-owned facility at 159th and Cicero (Building B Administrative Offices). Consultants should not assume the Administrative Offices will relocate, but this would be considered if the business case described below is approved. Needs assessment is still underway, and the number of employees to be relocated may change prior to the site selection process completion. One site has been identified by the using department. The space required for the 8 to 20 staff from leased space will be first floor space, and include adequate parking, and is therefore in the nature of retail space. The Administrative Offices constitutes an office use. This assignment, therefore, should be handled by a broker with office and retail experience in suburban Cook County.

The site must be centrally located in west suburban Cook County, west of Oak Park and preferably in proximity to I-290, with ready access to public transportation.

The broker will be required to perform the following:

a. Research other sites that meet Public Health's needs, including sites that could accommodate both the Clinic Space and the Administrative Offices.

b. Develop short list of properties for client to view

c. Work with County-retained architect to develop test fits and estimated pricing

d. Provide own versus lease analysis

e. Provide business case including a cost benefit analysis of all options, including the relocation of the Administrative Offices.

f. Advise on selection of option, and recommendation regarding relocation of Administrative Offices

g. Negotiate transaction

h. Assist in presentations to CCHHS and County Boards

i. Assist in closing

j. All other customary service

Introduction

CBRE|U.S. Equities Realty has reviewed the scope of services requested by Cook County and agrees to provide those services according to the plan shown below. We have broken our scope of services into two phases: Phase I – Developing a Strategic Plan, and Phase II – Implementing a Transaction or Transactions. This two phase approach will allow us to ensure that key strategic considerations such as location and finance are integrated into real estate implementation.

Phase I – Developing a Strategic Plan

1. **Debriefing and Mobilization.** We will begin any assignment with a conference that will include those members of the CBRE|U.S. Equities Realty and Cook County teams who will develop strategies and who will be part of the process on an ongoing basis. This should include the Cook County staff responsible for the program sites and those responsible for service delivery to identify priority real estate or programmatic issues. We will, at this conference, establish working relationship guidelines and discuss the agenda items listed below.

   Strategic Considerations. Discussion of these items will allow us to establish the strategic phase of our work in a manner that assists Cook County in answering key questions that will allow it to make real estate decisions that advance its mission. Each of the following items is covered in more detail in a subsequent section of this scope of services.

   a. Location strategy.

   b. Program sites.

   c. Financial strategy including lease v. buy.

   d. Space program.

   Project De-Briefing. Discussion of these items will allow us to understand the context in which Cook County will make its real estate decisions.

   e. Long-term goals and strategies for accommodating Cook County's plans and mission.

   f. Studies, if any, that have been prepared in connection with Cook County's space, and physical and technological needs.

   g. Coordination with County-retained architect/space planner.

   h. The reasons for relocating the Clinic Space and the Building B Administrative Offices.

   i. Any need for additional analysis or information regarding the possible relocation of Building B Administrative Offices.

j. Needs for signage and identification.

k. Required milestones for each required deliverable.

l. Reporting for the project, including what reports will be presented and who will receive them.

2. **Location strategy.** We will analyze location issues for Cook County by executing the steps listed below.

   a. Develop a list of location criteria which would include but not be limited to: constituent housing and commuting characteristics, proximity to other departments and agencies, access to parking, and access to public transportation.

   b. Develop a set of viable locations.

   c. Collect data that evaluate the market options according to the criteria.

   d. Assist Cook County in ranking or prioritizing the market options.

3. **Financial strategy including lease v. buy.** We will advise Cook County about the most efficient way to acquire the space that it needs by executing the following steps.

   a. Meet with Cook County's financial executives to understand the financial parameters in which Cook County operates such as budget and sources and costs of capital.

   b. Create a set of assumptions about the current real estate market, the current financing market, operating expenses, real estate taxes, and up front capital costs.

   c. Prepare the business case including cost-benefit analysis for all options.

   d. Prepare a lease v. buy financial analysis. Note: the assumptions for this step will be made with market knowledge but prior to a full survey of the market. The analysis will however be sufficient to advise Cook County about the financial pros and cons of leasing and buying.

4. **Space program.** We will work with Cook County to develop a space program, space use study, and functional / optimal criteria.

5. **Recommendation.** We will incorporate the results of Steps 1 to 5 above into a set of recommendations for consideration by Cook County. We will review and present those recommendations to Cook County's decision makers. Once a strategic direction has been set, we will move on to Phase II.

Phase II – Implementing a Transaction or Transactions

1. **Market Research and Survey.** The CBRE|U.S. Equities Realty team will survey the geographic areas targeted by Cook County to identify all appropriate buildings and future development sites and projects. The CBRE|U.S. Equities Realty team will prepare and present to Cook County the results of a market survey which will identify viable alternatives, and will include all relevant information about appropriate alternatives. The survey will include photographs and maps showing building locations and information, including appropriate spaces available with floor location and square footage, expected financial terms (rent or purchase price, tax and operating costs) and physical descriptions, including floor plans with existing conditions (if any), amenities and parking facilities.

2. **Presentation and Viewings.** The CBRE|U.S. Equities Realty team will arrange for and accompany Cook County representatives on tours of existing buildings and presentations about projects that are planned.

3. **Requests for Proposal.** Based on tours and subsequent findings, the CBRE|U.S. Equities Realty team will prepare, with input from Cook County representatives, comprehensive requests for proposal from the landlords/sellers of buildings in which Cook County would lease/purchase space. Said RFPs will ask landlords/sellers to make detailed proposals to Cook County setting forth their responses to our specific requests for (assuming a lease transaction):

    a. Space requirements (rentable/usable square feet);

    b. Floors and location;

    c. Initial term;

    d. Timing;

    e. Net rental rate or purchase price;

    f. Additions to net rent rate for taxes and operating expenses;

    g. Rent abatement;

    h. Construction and moving allowances;

    i. Expansion and contraction options;

    j. Right of first offer and first refusal;

k. Renewal and termination options;

l. Signage;

m. Subletting and assignment rights;

n. Structural and mechanical system specifications;

o. Electricity arrangements;

p. Security systems;

q. Janitorial specifications;

r. Building hours and overtime HVAC costs;

s. Parking availability and costs;

t. Storage availability and costs;

u. Building and surrounding area amenities;

v. Ability to make building modifications to accommodate specific Cook County requirements; and

w. Other terms that address specific concerns and objectives of Cook County.

4. **Financial Analyses.** CBRE|U.S. Equities Realty will receive, review and obtain clarifications as necessary and prepare detailed, comprehensive economic analyses of all proposals made to Cook County. These analyses will be tailored for Cook County and will include projections of occupancy costs in a new location or locations. The CBRE|U.S. Equities Realty team will also include net present value analyses of all its cost projections. The analyses will project front-end and ongoing capital and occupancy costs throughout the term of any transaction and will be prepared by:

a. developing a universal set of assumptions, with input from Cook County representatives, including assumptions about:

(1) inflation rate;

(2) discount rate for present value analyses;

(3) construction, furniture and equipment costs;

(4) operating expenses and real estate taxes;

(S) electricity costs;

(6) other consultant costs;

(7) Cook County cost of funds; and

(8) other costs associated with a relocation such as the cost to move equipment.

b. imposing upon the universal assumptions the specifics of the terms of each potential transaction; and

c. imposing upon the universal assumptions the economic impact of base building differences.

The CBRE|U.S. Equities Realty team will prepare and present an "apples-to-apples" comparative analysis of occupancy costs for all renewal and relocation alternatives under consideration.

5. **Selection and Negotiation.** The CBRE|U.S. Equities Realty team will use the negotiating skills of its senior professionals to negotiate for the best economic transaction achievable for Cook County.

6. **Letter of Intent.** The CBRE|U.S. Equities Realty team will draft (with input from Cook County representatives) and negotiate a letter of intent to lease or purchase, reflecting the business terms agreed upon.

7. **Presentation of Transactions.** The CBRE|U.S. Equities Realty team will prepare presentation materials for the Cook County team and other key decision makers and, at Cook County's direction, conduct or assist in the presentation of the transaction to any or all of these groups.

8. **Negotiations or closing support.** Upon completion of any and all presentations and with approval from Cook County decision makers, the CBRE|U.S. Equities Realty team will navigate the final lease or purchase and sale documentation process (in conjunction with Cook County's legal team) until documents are fully negotiated, executed and delivered. We will also assist Cook County with coordinating the closing and retention of any additional consultants for due diligence.

9. **Post-lease or post-closing support.** After lease execution or closing, we will continue to act as liaison among the space planner, contractors, and landlord, developer, or seller to assure that construction runs smoothly and obligations are fulfilled as negotiated.

10. **Ongoing Support.** As needed/required, we will serve as ongoing real estate support for Cook County well into the life of any new lease or renewal. This includes notifying Cook County as critical lease dates (*i.e.,* expansion, contraction, termination) approach and assisting Cook County's accounting teams in performing lease audits of Cook County-landlord operating expenses.

Technical capabilities

As part of our engagement, we offer to Cook County the following resources and technical capabilities:

Technology Resources

If Cook County desires, we will utilize a secure CBRE|U.S. Equities Realty corporate version of Box for file collaboration, solely for Cook County's confidential use throughout the assignment. Within this Box we are able to provide secure access for Cook County representatives to access any materials we will utilize throughout the process (i.e., contract information, surveys, financial analyses, status memoranda, etc.).

CBRE|U.S. Equities Realty is a subscriber to both primary national multiple listing services for commercial real estate, which are provided by CoStar Group (www.costar.com) and Loopnet (www.loopnet.com).

We also monitor the daily influx of email solicitations from the brokerage community, reconcile these listings against information provided in our databases, and receive "pocket listings" that are made available exclusively to the brokerage community.

These web applications, coupled with our own knowledge of space available, constant discussions with owners, developers and leasing agents and exposure to the marketplace through a wide array of transaction activity, ensures Cook County will not miss an opportunity to consider any available and appropriate space.

Last, in addition to our ability to create completely customized financial analyses based on Excel software, we are fluent in real estate financial software programs such as Argus (http://www.argussoftware.com/en/), ProCalc (http://www.procalc.com/), and Lotus 1-2-3 (http://www-01.ibm.com/software/lotus/products/123/). This allows Cook County to take advantage of the most sophisticated financial real estate software tools available.

EXHIBIT 1

STAFFING PLAN

Martin (Marty) Stern, Senior Managing Director, heads the advisory services group and will chair the assignment. Marty has 40 years of commercial real estate experience, 26 years at U.S. Equities, and specializes in the creation and implementation of real estate strategies for non-profit groups. Marty will act as chief strategist and will ensure overall project success.

Yolanda Valle, Senior Director, will serve as transaction lead, chief negotiator and primary contact. Yolanda brings over 23 years of experience in brokerage and advisory services.

Sarah Ware, Principal/Managing Broker of Ware Realty Group, will augment our strategic efforts in site selection. Her particular niche includes conducting complex and sophisticated real estate transactions in underserved communities in and around Chicago.

Roark Frankel and Suzanne Kahle will serve on an as-needed basis to advise on the physical condition of specific properties and provide cost estimates as needed. Their expertise stretches across the full spectrum of development, design and construction activities.

Stephen Simsic, Vice President, will serve on an as-needed basis. Stephen brings 20 years real estate experience in advisory services, 14 at U.S. Equities.

Martin Stern
Senior Managing Director

Martin Stern joined CBRE through the acquisition of U.S. Equities Realty in 2014, where he served as Executive Vice President and Managing Director. Marty heads the Real Estate Advisory Services Group, and is involved in key development and transaction assignments. The group assists municipalities, institutions, and not-for-profits as well as corporations, developers and owners, creating viable real estate strategies and following through on their implementation. Stern uses his background in corporate real estate, development, negotiations and finance to analyze situations from multiple perspectives and structure transactions that achieve the goals of all parties. Among his recent clients are the City of Chicago, the Village of Glenview, Chicago Mercantile Exchange Trust, Publicis Groupe S.A., Crate and Barrel, Columbia College Chicago, the YMCA of the USA, the Chicago Board of Education, Ann & Robert H. Lurie Children's Hospital of Chicago (formerly Children's Memorial Hospital) and Sinai Health System.

Prior to joining U.S. Equities in 1988, Stern was a development officer for Rubloff, Inc. and Vice President for Finance and Special Projects at Tishman Realty Corp., serving as the principal development officer and regional financial officer for the firm's Chicago and Los Angeles branches. Among his developments were office buildings in West Los Angeles and suburban San Francisco and the Westin River North (formerly Hotel Nikko Chicago).

Stern began his business career in 1969 with Amoco Corporation where he held a series of finance and real estate positions. As head of finance and administrative functions for Amoco Realty Co., he developed, analyzed, financed and monitored all capital investment proposals. By the early 1980s, Stern was responsible for determining Amoco's short- and long-term corporate space needs, as well as for major lease negotiations.

Long active in community affairs, Stern helped to establish Amoco Neighborhood Development Corp., and conceived and implemented, in partnership with RESCORP, the Northpoint neighborhood revitalization in Chicago's Rogers Park community, a public/private partnership that received the 1988 Urban Land Institute's Award for Excellence for Rehabilitation.

Stern received a Bachelor of Science degree in industrial engineering and operations research from Cornell University, and an MBA in finance from the University of Chicago. He has been honored by the Chicago Urban League with its "Beautiful People" award, by the Urban Land Institute with its Award for Excellence and by the Chicago chapter of Lambda Alpha with its Lifetime Achievement Award for Community Service. In 2011, he was named to the Midwest Commercial Real Estate Hall of Fame by Midwest Real Estate News.

Affiliations

Chicago Loop Alliance (formerly the Greater State Street Council)	Chairman of the Board
Chicago Neighborhood Development Awards	Past Vice Chairman; Past Chairman-Marketing Committee
Chicago Urban League Development Corporation	Co-Chairman, 1996 and 1997
Cornell Real Estate Council	Past Chairman, Board of Directors
Cornell Program in Real Estate	Member
Lambda Alpha International	Advisory Board
Metropolitan Planning Council	Member
Near South Planning Board	Governor; Member, Regional Planning & Investment Committee
Urban Land Institute-International	Past Chairman, 1999-2002, Chairman Emeritus
Urban Land Institute-Chicago	Member; Program Committee; Past Chairman, Urban Development/Mixed-Use Council Member; Program Committee

State of Illinois

Department of Financial and Professional Regulation
Division of Real Estate

LICENSE NO.
471.014714

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
04/30/2015

LICENSED
REAL ESTATE MANAGING BROKER

MARTIN STERN
1319 SAINT JOHNS AVE
HIGHLAND PARK, IL 60035

Sponsor: CBRE INC (477.013226)

Sign and date below to terminate.

Sponsor Signature and License No.

Termination date

MANUEL FLORES
ACTING SECRETARY

The official status of this license can be verified at www.idfpr.com

9231674

Yolanda S. Valle
Senior Director

Yolanda joined CBRE through the acquisition of U.S. Equities Realty in 2014. Yolanda previously served as Vice President within U.S. Equities Real Estate Advisory Services Group. During her 23-year real estate career, Valle has represented corporate, institutional, municipal and not-for-profit clients located in Chicago and across the nation.

Recent assignments include office and retail leasing for the U.S. Equities product leasing team. Among others, her assignments include University Village Marketplace; 20 N. Michigan Avenue; the restaurant and retail space at The Willis Tower; University Center, a 1,700 student residence hall with 30,000 square feet of street-level retail; The North Avenue Collection at 939 North Avenue, a 200,000 square foot office and retail building; Stony Island Plaza at 95th and Stony Island, a 153,000 square foot shopping center; Old Town Square, a retail shopping center located at Division Street and Clybourn Avenue; six Illinois Tollway Oases locations throughout the Chicagoland area; and MetraMarket, a 100,000 square foot street-level retail development focusing on food and food-related specialties in downtown Chicago's burgeoning West Loop.

With Valle's extensive knowledge of Chicago, she has successfully advised and represented a variety of office, retail and other commercial users with their real estate needs including: the FDIC, University of Illinois at Chicago, Rush-Presbyterian St. Luke's Medical Center; Spencer Foundation; AAA Motor Club; Source, Inc.; Episcopal Diocese of Chicago; National Kidney Foundation of Illinois; Polk Bros. Foundation; THB Intermediaries, a subsidiary of Near North Insurance; WBEZ-FM; North Loop Redevelopment for the City of Chicago; Cook County Government; and Cook County Hospital. Additionally, Valle was involved in a comprehensive, long-term assignment for the Chicago Board of Education, which included the sale of nearly 75 commercial properties and the acquisition of 90 multi-family units. Recent transactions include representing the FDIC in the sale of six commercial properties which were in receivership, retail leasing on North Michigan Avenue and representing First Midwest Bank in securing retail and office locations as well as acquiring land in suburban locations for new construction of branches. Valle also provided advisory services for many of Chicago's tax increment financing (TIF) related projects.

Prior to her hands-on involvement in advisory and transaction services, Valle's responsibilities included identifying qualified M/W/DBE businesses and managing contract compliance with these selected firms on U.S. Equities projects. She effectively enlisted the support of several experienced minority business groups, organized community outreach events and conducted opportunity conferences.

Before joining U.S. Equities, Valle served as operations manager for the Hispanic American Construction Industry Association and contract administrator for Reliable Contracting & Equipment Company.

Valle received a bachelors degree from Northeastern Illinois University and a Masters of Science in Real Estate from Roosevelt University. She is a licensed Illinois real estate broker and is bilingual (English/Spanish).

Affiliations

Building Owners and Managers Association (BOMA)	Diversity Committee
Hispanic American Construction Industry Association	Member
Illinois Hispanic Chamber of Commerce	Member
International Council of Shopping Centers	Member
Nacional Financiera S.N.C Banca de Desarrollo (NAFIN)	Consulting Advising Member
National Association of Hispanic Real Estate Professionals	Member
Puerto Rican Chamber of Commerce of Illinois	Member

State of Illinois

Department of Financial and Professional Regulation
Division of Real Estate

LICENSE NO.
475.147173

The person, firm or corporation whose name appears on the certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
04/30/2016

LICENSED:
REAL ESTATE BROKER

YOLANDA SANTIAGO-VALLE
4541 N KILBOURN AVE
CHICAGO, IL 60630

Sponsor: CBRE INC (477.013228)

Sign and date below to terminate

Sponsor Signature and License No:

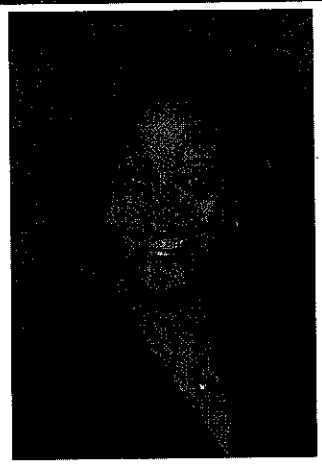
Termination date

MANUEL FLORES
ACTING SECRETARY

The official status of this license can be verified at www.idfpr.com

9231797

Sarah L. Ware



CONTACT INFO
312.376.1448 T
312.376.1449 F
sarah@warerealtygroup.com

SPECIALIZATION
Residential & Commercial Brokerage
Market Research
Consulting

EDUCATION
Harold Washington College A.A.
NextOne Program—Certificate of Completion / Kellogg School of Management
IL Licensed Real Estate Managing Broker

PROFESSIONAL & CIVIC INVOLVEMENT

- Cook County Land Bank Authority Board of Directors
- Chicago Association of Realtors (Board of Directors)
- Historical Chicago Bungalow Association
- Women's Council of Realtors
- National Association of Realtors
- Illinois Association of Realtors
- Lamda Alpha International (Ely Chapter)
- South Shore SSA#49 Commissioner, Chairman (7th Ward)
- Chatham MMRP Advisory Council

WARE REALTY GROUP, LLC

Principal / Managing Broker

Sarah L. Ware is Principal and Managing Broker of the newly formed Ware Realty Group, LLC and former partner of The Carter Ware Group, Inc. where she served as co-founder. Sarah leads the real estate brokerage group where she provides sales, leasing, research and consulting services to wide array of clients. Sarah has developed and implemented creative sales techniques and innovative marketing strategies for Chicago's ever changing real estate market.

Sarah's career in real estate began at R.M. Chin & Associates in 1994 and continued to flourish in 1997 at U.S. Equities Realty where she honed her skills in the commercial industry. During her seven year tenure at The Carter Ware Group, she was able to excel in her field of real estate by taking on several leadership positions which she still holds today.

Sarah has sold over $30 million in real estate, developed acquisition and disposition marketing strategies for a wide range of community focused clientele, and is continuously recognized as a Top Producer with the Chicago Association of Realtors and has several mentor-mentee business relationships with organizations where she is able to flourish professionally. In addition, she continues to work with several organizations focusing on their real estate needs in underserved communities throughout Chicago.

Since co-founding The Carter Ware Group, Sarah has worked to develop acquisition and disposition marketing strategies for a wide range of community focused clientele, and recognized as a Top Producer with the Chicago Association of Realtors.

Sarah is a native Chicagoan and a proud resident of the South Shore community and passionate about real estate. Sarah also is involved in many civic opportunities and many other real estate initiatives throughout the City of Chicago.

Client List:

- Mercy Housing
- Chicago Realty Company
- U.S. Equities Realty, LLC
- CB Richard Ellis
- BUILD Chicago
- City of Chicago
- Chicago Urban League
- Bickerdike Redevelopment Corporation
- Sisters of Charity of the Blessed Virgin Mary
- Carroll Properties, Inc.
- The Community Builders
- Quad Communities Development Corporation
- Prairie Management
- iCan Schools
- Quest Development Corporation
- Community Investment Corporation

State of Illinois

Department of Financial and Professional Regulation

Division of Real Estate

LICENSE NO.
471.007315

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
04/30/2015

LICENSED
REAL ESTATE MANAGING BROKER

SARAH L WARE
710 E 47TH ST
CHICAGO, IL 60653

Sponsor: WARE REALTY GROUP LLC (481.012135)

Sign and date below to terminate

Sponsor Signature and License No.

Termination date

MANUEL FLORES
ACTING SECRETARY

The official status of this license can be verified at www.idfpr.com

9283116

Roark Frankel, LEED AP
Managing Director

Roark joined CBRE through the acquisition of U.S. Equities Realty in 2014. He previously served as Senior Vice President within U.S. Equities' Development Group. During that time he has worked as the project manager for some of the firm's, and Chicago's, most challenging and significant civic projects. His experience stretches across the full spectrum of development, design and construction activities with particular strengths in project planning and design review, clear and informed communications, and reporting and cost analysis. Frankel's knowledge is augmented by his fluency in all major project management software.

Frankel has most recently led the project management team responsible for the new Genevieve and Wayne Gratz Center at Fourth Presbyterian Church in Chicago. This $42M project created a new 5-story, 80,000 square foot academic building on the Church's historic campus and required an intricate phasing and logistics plan that involved the phased demolition of three existing Church buildings, tying the new building into two remaining 1912 structures and keeping the Church and all of its programs operational throughout the project duration, with an emphasis on ensuring safety to its congregation, visitors and staff. The project was completed in January 2013 to widespread acclaim.

Frankel has also played key roles in the development and oversight of the award-winning Poetry Foundation, Columbia College Chicago's Media Production Center and Spertus Institute for Jewish Learning and Leadership buildings; headquarters for the YMCA of the USA and Instituto Cervantes; and several donor-funded enhancements to Chicago's world renown Millennium Park, specifically the design, engineering and/or construction of the Frank Gehry-designed Jay Pritzker Music Pavilion and BP Pedestrian Bridge, the total turn-key design, engineering, fabrication, erection, video and show control programming and technology for Jaume Plensa's Crown Fountain, and a member of the oversight team in charge of the fabrication and erection of Anish Kapoor's Cloud Gate sculpture. Frankel was also responsible for coordinating donor enhancement projects with the city and its concurrent construction of the Park's infrastructure, as well as providing direct reports to donor group leaders.

As the project manager for the $59 million Spertus Institute for Jewish Learning and Leadership, Frankel worked closely with Spertus' staff to manage the design, engineering and construction of their new facility on Chicago's South Michigan Avenue. The mixed-use vertical campus includes a museum, library, auditorium and classrooms and is the first new building constructed within the city's Historic Michigan Boulevard District. The building opened on schedule in November 2007 and was immediately perceived as an architectural landmark, winning numerous local and national awards.

Frankel has also worked on Cook County, Illinois' recent strategic plan, researching and making long-term recommendations for improving the effectiveness and reducing the overall occupancy costs to the County's more than 18 million square feet of offices and other facilities. From 1998 to 2000 he worked in Buenos Aires, Argentina as senior project manager responsible for design and construction of Torre BankBoston, a 450,000 square foot corporate headquarters for BankBoston. Designed by award-winning architect Cesar Pelli, Torre BankBoston was the most technologically advanced building in South America at the time of its construction. While in Buenos Aires, Frankel oversaw the electronic compilation, coordination and distribution of all project documentation and led a project team of architects, engineers and consultants based in Argentina and throughout the U.S. Frankel acted as the central contact with BankBoston's senior staff and delicately balanced the different needs and priorities of the Bank's local and U.S.-based teams.

Prior to joining U.S. Equities in 1994, Frankel was an assistant vice-president for the former Miglin-Beitler Company, a Chicago-based office building developer, where he oversaw construction of an ABN-LaSalle Bank major data processing facility and the headquarters for the Chicago Bar Association. He was also a member of the project team that developed, designed and constructed 181 West Madison Street, a 50-story, 1.1 million square foot office tower in downtown Chicago.

Frankel has a working knowledge of Spanish, is a graduate of Boston University and a LEED Accredited Professional.

Suzanne B. Kahle, LEED AP BD+C
Project Management Director

Suzanne joined CBRE through the acquisition of U.S. Equities Realty in 2014. She previously served as Vice President within U.S. Equities' Development Group. Suzanne combines her urban planning and development background and perspective to each of the projects she works on. Kahle recently provided consulting services for the County of Cook real estate asset strategic realignment plan. U.S. Equities is completed a comprehensive plan for efficient space use and long-range capital improvements for all real estate owned by Cook County. The project combined three assessment projects and the goal and objective was to develop strategies and procedures for control; management and allocation of real estate assets; develop data and accountability for real estate uses and cost-savings; prioritize capital improvements; and develop a plan to reduce the real estate portfolio.

Kahle previously worked on Fourth Presbyterian Church's new five-story, 80,000 square foot addition which is opened fall 2012. The project includes a chapel, administrative offices, classrooms and connection to the existing, historical church building. The project achieved LEED Silver. Additionally, Kahle worked on the University of Chicago's Logan Center for Creative and Performing Arts, spearheading preconstruction activities including permitting and enabling work as well moving forward the University's sustainability goals by assisting in procuring a contract for photovoltaic installation for the project's perfectly saw-toothed roof.

Additionally, Kahle has been involved in a number of other owner's representative assignments and tenant build-out projects. She managed the updates and modernization of MB Financial Bank's 150,000 square feet, new business center in Rosemont as well as oversaw the development of the Bank's 40,000 square foot downtown headquarters in the West Loop. Kahle was also actively involved in the build-out of the 52,000 square foot space for the Illinois Housing Development Authority and the 120,000 square foot office rehabilitation for the Chicago Park District's new headquarters. The latter was a finalist for the 2002 Chicago Building Congress Merit Awards.

Kahle joined U.S. Equities' Development Group in 1997 to assist with the City of Chicago Brownfield Redevelopment Program. In this capacity, Kahle was responsible for the management of acquisition, environmental remediation, demolition, rezoning and other predevelopment activities, as well as the creation and administration of schedules and budgets for approximately 50 sites, creation and evaluation of requests for proposals on behalf of the City, negotiation with industrial end-users and development oversight. Kahle was also responsible for coordinating and tracking the progress of identification, environmental remediation, and development of parcels for new or expanding industrial end-users. She was active in the City's legislative approval process, TIF district implementation and land acquisition through the City's eminent domain powers, lien foreclosure, and land disposition in the Central Loop as well as numerous Chicago neighborhoods.

Prior to joining U.S. Equities, Kahle was an urban transportation planner with ICF Kaiser Engineers in Chicago, where she managed transportation projects for Metra, Chicago Transit Authority and Illinois Department of Transportation. In this capacity, Kahle assessed economic and land use impacts of various transportation projects and developed evaluation matrices for the qualitative and quantitative comparison of project data.

A graduate of Tufts University, Kahle also has a masters of urban planning and policy from the University of Illinois at Chicago. She is certified by the American Institute of Certified Planners (AICP), the accreditation section of the American Planning Association, and is a LEED Accredited Professional.

Affiliations
American Institute of Certified Planners (AICP)
American Planning Association
Urban Land Institute
Women in Planning and Development

Stephen P. Simsic
Senior Director

Stephen joined CBRE through the acquisition of U.S. Equities Realty in 2014. Stephen previously served as Vice President within U.S. Equities' Real Estate Advisory Services Group where he has completed transactions or advisory assignments on over $500 million of real estate.

As a key member of the Advisory Services Group, Simsic is an integral part of the firm's most complex, challenging, and prestigious assignments. With a focus on creating real estate strategies and transactions that forward the goals of the firm's clients, he has successfully led the transaction or managed the day-to-day initiatives for the following major projects: the City of Chicago's sale of Block 37, a 2.7 acre site in the heart of Chicago's Loop district; Cook County's purchase of a 260,000 square foot warehouse for a new records center; YMCA of the USA's 80,000 square feet lease at 101 North Wacker Drive; the Poetry Foundation's purchase of a development site for its award winning Harriet Monroe Poetry Institute; Columbia College Chicago's master lease of 750 student housing beds at the Dwight Building; and the Erikson Institute's relocation to a 75,000 square foot commercial condominium space at 111 West Illinois Street. He is currently the strategy lead for the firm's comprehensive assignment to assess Cook County's 18 million square foot facilities portfolio.

Simsic's prior professional experience includes JCDecaux, the world's largest bus shelter advertising company, where he promoted and developed a comprehensive street furniture program that led to a $300 million bus shelter contract with the City of Chicago. As director of urban planning for the Magnificent Mile Association, he was responsible for all matters of zoning, design and public policy. Previously, he was a consultant for the City of Chicago's Department of Planning and Development.

Simsic holds a Bachelor of Arts in English from DePauw University and an M.B.A. in Finance, Accounting, and Strategy from Northwestern University's Kellogg School of Management. He has also completed two years of masters-level coursework in urban planning.

Affiliations

Magnificent Mile Association
Kellogg School of Management
Sign & Urban Design Committee
Real Estate Alumni Club Co-founder

State of Illinois

Department of Financial and Professional Regulation
Division of Real Estate

LICENSE NO.
471.011909

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
04/30/2015

LICENSED:
REAL ESTATE MANAGING BROKER

STEPHEN P SIMSIC
C/O CBRE INC
20 N MICHIGAN AVE STE 400
CHICAGO, IL 60602

Sponsor: CBRE INC (477.013226)

Sign and date below to terminate

Sponsor Signature and License No.

Termination date

MANUEL FLORES
ACTING SECRETARY

The official status of this license can be verified at www.idfpr.com

9231744

EXHIBIT 2

SCHEDULE OF COMPENSATION

Compensation will be paid by landlord/owner and in accordance with the Contract.

Compensation will be paid by landlord/owner in accordance with the Contract.

Cook County will confirm to the lessor/seller that CBRE|U.S. Equities Realty is the Exclusive Broker representing Cook County with respect to these transactions and CBRE|U.S. Equities will look to the lessor/seller for the payment of a market rate commission.

Cook County will not enter into a lease or purchase agreement that does not recognize CBRE|U.S. Equities Realty as the County's Exclusive Broker for these transactions and that does not provide for the lessor/seller to pay a market rate commission at lease execution or the closing of a sale.

EXHIBIT 3

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/15/2015

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	ACE Property & Casualty Insurance Co.	20699
INSURER C:	American Zurich Ins Co	40142
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CBRE Group, Inc. and Subsidiaries
400 S Hope Street
Los Angeles CA 90071 USA

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570057388013 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			GL0838419913	03/01/2015	03/01/2016	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X Comp ded - $1,000 SCHEDULED AUTOS X NON-OWNED AUTOS X Coll ded -$1,000			BAP838420013	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			X00G2763817A	03/01/2015	03/01/2016	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC838419516 WC914173609	03/01/2015 03/01/2015	03/01/2016 03/01/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

RE: Contract No. 1485-13671, Location: Real Estate Brokerage Services, Public Health Administration and West Public Service. Cook County, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

Certificate No : 570057388013

CERTIFICATE HOLDER

Cook County
Attn: Office of the Chief
Procurement Officer
118 North Clark Street, Room 1018
Chicago IL 60602 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

©1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/27/2015

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CBRE Group, Inc. and Subsidiaries
400 S Hope Street
Los Angeles CA 90071 USA

COVERAGES **CERTIFICATE NUMBER:** 570057518781 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	E&O-PL-Primary			QC1403805 Errors & Omissions	11/01/2014	11/01/2015	Per Claim/Aggregate SIR	$5,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract No. 1485-13671, Location: Real Estate Brokerage Services, Public Health Administration and West Public Service. Evidence of Insurance.

CERTIFICATE HOLDER

Cook County
Attn: Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago IL 60602 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570057518781

©1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT 4

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: CBRE, Inc.

ADDRESS: 20 North Michigan Avenue, Suite 400, Chicago, IL 60602

TELEPHONE: (312) 456-7070

CONTACT NAME: Martin Stern

CONTACT EMAIL: martin.stern@cbre.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.

CBRE Group, Inc., 400 S. Hope Street, 25th Floor, Los Angeles, CA 90071 (213) 613-3333

SECTION 3: CONTRACT INFORMATION

a. This Certification relates to the following Contract: 1485-13671

b. The Contractor is providing the following type of Services: [ ] Auditing or [X] Consulting

c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Bureau of Economic Development: Real Estate Manatgement Division

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? [X] Yes or [ ] No.
If yes, please state the other Contract Number(s) and the Nature of Services.

11-88-040A Real Estate Asset Strategic Realignment Plan (consulting)

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.

James F. Carris

Signature

James Carris

Name (Type or Print)

Senior Managing Director

Title

April 23, 2015

Date

EXHIBIT 5

CITY OF CHICAGO MASTER CONSULTING AGREEMENT, CONTRACT NO. 26094

City of Chicago The City of Chicago's Official Site

City of Chicago

Vendor, Contract and Payment Information

Contract Details

Contract (PO) Number:	26094
Specification Number:	96087
Award Date:	02/06/2013
Original Award Amount:	DUR
Current Award Amount	**DUR**
Vendor Name:	CBRE INC.
Description:	REAL ESTATE BROKERAGE AND CONSULTING SERVICES
Buyer Name:	
Target Market:	No

Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
26094	26094 - D1	02/06/2013	01/30/2013	01/31/2015	DUR

Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
260941	REAL ESTATE BROKERAGE AND CONSULTING SERVICES		12/02/2014	01/30/2013	01/31/2017	DUR

Contract Summary Sheet

Contract (PO) Number: 26094

Specification Number: 96087

Name of Contractor: CBRE INC.

City Department: DEPT OF HOUSING & ECONOMIC DEVELOPMENT

Title of Contract: REAL ESTATE BROKERAGE AND CONSULTING SERVICES

Term of Contract: Start Date: 1/30/2013

End Date: 1/31/2015

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$8,000,000.00

Brief Description of Work: REAL ESTATE BROKERAGE AND CONSULTING SERVICES

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 55919024
Submission Date:

FEB 13 2013

Specification Number: 96087
Contract (PO) Number: 26094
Vendor Code Number 55919024A

MASTER CONSULTING AGREEMENT

BETWEEN

THE CITY OF CHICAGO

AND

CBRE, INC

REAL ESTATE SERVICES

CATEGORY: BROKERAGE & CONSULTING

RAHM EMANUEL
MAYOR

MCA 08/2011

TABLE OF CONTENTS

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION 1
ARTICLE 2. DEFINITIONS 1
2.01 Incorporation of Exhibits 3
ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT 4
3.01 Scope of Services 4
3.02 Standard of Performance 6
3.03 Personnel 8
3.04 Minority and Women Business Enterprises 9
3.05 Ownership of Documents 9
3.06 Copyright Ownership 10
3.07 Records and Audits 10
3.08 Visual Artists Rights Act Waiver 11
3.09 Subcontracts and Assignments 12
3.10 Confidentiality 12
3.11 City's Policies and Procedures 13
ARTICLE 4. DURATION OF AGREEMENT 14
4.01 Term of Performance 14
4.02 Timeliness of Performance 14
4.03 Agreement Extension Option 14
ARTICLE 5. COMPENSATION 14
5.01 Basis of Payment 14
5.02 Budget for Services 15
5.03 Method of Payment 15
5.04 Funding 15
5.05 Non-Appropriation 16
5.06 Subcontractor Payments 16
5.07 Invoices 16
5.08 Taxes 17
ARTICLE 6. COMPLIANCE WITH ALL LAWS 17
6.01 Compliance with All Laws Generally 17
6.02 Nondiscrimination 18
6.03 Office of Compliance 19
6.04 Inspector General 19
6.05 MacBride Ordinance 20
6.06 Business Relationships with Elected Officials 20
6.07 Chicago "Living Wage" Ordinance 20
6.08 Environmental Warranties and Representations 21
6.09 Prohibition on Certain Contributions 22
6.10 Firms Owned or Operated by Individuals with Disabilities 24
6.11 Deemed Inclusion 24
6.12 False Statements 24
ARTICLE 7. SPECIAL CONDITIONS 24
7.01 Warranties and Representations 24
7.02 Ethics 28
7.03 Joint and Several Liability 28
7.04 Business Documents 28

7.05 Conflicts of Interest 28
7.06 Non-liability of Public Officials 29
7.07 EDS / Certification Regarding Suspension and Debarment 29
ARTICLE 8. INSURANCE AND INDEMNIFICATION 29
8.01 Consultant's Insurance 29
8.02 Indemnification 30
ARTICLE 9. DISPUTES 31
ARTICLE 10. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET 31
10.01 Events of Default 31
10.02 Remedies 33
10.03 Early Termination 34
10.04 Suspension 35
10.05 Right to Offset 35
ARTICLE 11. GENERAL CONDITIONS 36
11.01 Entire Agreement 36
11.02 Counterparts 36
11.03 Changes, Modifications, and Amendments 36
11.04 Governing Law and Jurisdiction 37
11.05 Severability 37
11.06 Interpretation 37
11.07 Contract Documents 37
11.08 Assigns 37
11.09 Cooperation 38
11.10 Waiver 38
11.11 Independent Contractor 38
11.12 Electronic Ordering and Invoicing 39
11.13 Participation by Other Local Government Agencies 40
11.14 No Third Party Beneficiaries 40
ARTICLE 12. NOTICES 40
ARTICLE 13. AUTHORITY 41
13.01 City Authority 41
13.02 Consultant's Authority 41

LIST OF EXHIBITS

EXHIBIT 1	SCOPE OF SERVICES AND COMPENSATION SCHEDULE
EXHIBIT 2	INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 3	TASK ORDER SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT
EXHIBIT 4	ONLINE ECONOMIC DISCLOSURE STATEMENT AFFIDAVIT CERTIFICATE OF FILING
EXHIBIT 5	LIST OF KEY PERSONNEL

AGREEMENT

This Agreement is entered into as of this_____, 20___ ("**Effective Date**"), by and between **CBRE, Inc** ("Consultant"), a corporation authorized to do business in Illinois, and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its **DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT** ("Department"), in Chicago, Illinois.

BACKGROUND INFORMATION

The City requires Real Estate Consulting Services in the area(s) of: **Appraisal, Brokerage and Consulting Services.** The City advertised and issued a Request for Qualifications ("RFQ") from consultants qualified to perform the Services.

The City evaluated the Consultant's response to the RFQ and found the Consultant to be capable of performing the Services in the area(s) specified on the cover page of this Agreement. The Consultant represents and warrants that it is highly qualified and competent to perform the Services and has the necessary expertise and knowledge to complete any Services assigned to it in accordance with this Agreement.

The City may, but is not obligated to, issue Task Order Requests within the scope of this Agreement. If the City does so, and the Consultant submits a Proposal that is accepted by the City, the rendering of Services will be in accordance with this Agreement and the Task Order issued pursuant to the Task Order Request and Proposal. The City is not obligated to issue any Task Order Requests nor to issue any Task Orders under this Agreement.

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

NOW, THEREFORE, the City and the Consultant agree as follows:

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated into and made a part of this Agreement by reference.

ARTICLE 2. DEFINITIONS

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

"Acceptance" shall mean the issuance of a letter by City indicating its acceptance of a Deliverable.

"Account Manager" means the Key Employee of the Consultant who is assigned to the City upon execution of this Agreement and who is the primary contact for the City for all Task Order requests.

"Agreement" means this Master Consulting 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.

"**Budget**" shall mean the accepted Cost Proposal for the Services to be provided by the Consultant as set forth in a Proposal submitted in response to a Task Order Request.

"Commissioner" means the Commissioner of the City of Chicago, who is the chief executive of the Department of or other participating City Departments, and any representative duly authorized to act on his or her behalf.

"Chief Procurement Officer" or **"CPO"** means the Chief Procurement Officer of the City of Chicago, who is the chief executive of the Department of Procurement Services, and any representative duly authorized to act on Chief Procurement Officer's behalf.

"**City**" means the City of Chicago.

"City Data" shall mean all data submitted to Consultant by City in connection with any Task Order, including all data which includes images and electronic information related to City employees, City customers, projects, property, payroll, human resources, budget, purchasing, grants, projects and all financial data.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of the City, including all City Data and other information of the City that is not permitted to be disclosed to third parties under local laws and regulations.

"Consents" shall mean all consents, approvals, authorizations, notices, requests, and acknowledgments that are necessary to allow the (a) City to use the Deliverables, (b) Consultant to perform the Services, and (c) Consultant to assign to the City all rights and title in the Deliverables.

"**Consultant**" means CBRE, Inc.

"Cost Proposal" means a cost proposal prepared by the Consultant in response to a Task Order Request. An accepted Cost Proposal will be the Budget for the project.

"**Deliverables**" shall mean those tangibles to be provided by the Consultant as described in Section 3.01(C).

"**Department**" means the Department of Housing and Economic Developement or other participating City Departments.

"Documentation" shall mean all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Consultant, its subcontractors or agents in connection with providing the Services.

"Fully-Loaded Hourly Rates" shall mean that hourly rate, by particular type of worker, which includes all expenses of the Consultant approved in a Task Order.

"**Key Personnel**" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.03(B) of this Agreement.

"**Notice-to-Proceed**" means a written acceptance of a Proposal by the Commissioner and CPO and direction to commence Services under a Task Order.

"Project Documents" means this Agreement, the Task Order Request (Request for Service), the Task Order and any attachments to them.

"Project Manager" means the Consultant's staff member indicated on each Proposal as the person who will direct and coordinate the execution of the Task Order and who will be the primary contact with the Department.

"Proposal" means the detailed description of the Services to be provided by the Consultant in a response to a Task Order Request issued in accordance with Section 3.01(B). Unless otherwise indicated, references to Proposal will be deemed to include the applicable Cost Proposal.

"RFQ" shall mean that certain Request for Qualifications for Tax Increment Financing (TIF) Consulting for the Department of Housing and Economic Development.

"Risk Management Office" means the Risk Management Office in the City's Department of Finance which is under the direction of the Comptroller of the City.

"Services" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required.

"Subcontractor" means any person or entity with whom the Consultant contracts to provide any part of the Services. The term Subcontractor also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with the Consultant.

"Task Order" means an approved Proposal, as modified by negotiation between the City and Consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in Section 3.01.

"Task Order Request" or "TOR" means a written request from the Commissioner and the CPO for Consultants to prepare and submit a Proposal, including Cost Proposal for Services relating to a specific project, issued pursuant to the Task Order procedures set forth in Section 3.01.

"Warranty Period" means the one year period following Acceptance, unless otherwise specified in the Project Documents.

"Work Product" shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement.

2.01 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Compensation Schedule
Exhibit 2	Insurance Requirements and Evidence of Insurance

Exhibit 3	Task Order Contract Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment
Exhibit 4	Online Economic Disclosure Statement and Affidavit Certificate of Filing
Exhibit 5	List of Key Personnel

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT

3.01 Scope of Services

A. General

The type of Services which the Consultant may be requested to provide under this Agreement are those described in this Article 3 and Exhibit 1, which is attached to this Agreement and incorporated by reference as if fully set forth here, and all tasks necessary to complete such Services. The Consultant must provide Services in accordance with the standards of performance set forth in Section 3.02.

The Consultant is acting as an independent Consultant in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Consultant, or as constituting the Consultant or any officer, owner, employee or agent of the Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

B. Task Order Requests

1. Task Order Requests.

(a) From time to time the Commissioner and the CPO may issue Task Order Requests which are within the scope of this Master Consulting Agreement. Task Order Requests, if any, will set forth the project for which Services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, Budget, Deliverables, list of key personnel, and MBE/WBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the Master Consulting Agreement. Consultant must not respond to any TOR not approved in writing by the Commissioner and the Chief Procurement Officer or designee and/or not within the scope of service for the category awarded in the Master Consulting Agreement. Costs associated with the preparation of Task Order Proposals are not compensable under the Master Consulting Agreement and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Agreement with respect to that specific project. By accepting a Proposal in response to a particular Task Order Request, this Agreement will be deemed to have been amended to include such special conditions pursuant to Section 11.03 but with respect to that project only. The Consultant will not respond to Task Order Requests which are not within the scope of this Agreement.

Following Consultant's submission of a Proposal in response to the TOR, the Commissioner

and the Chief Procurement Officer will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

(b) The Task Order Requests "TOR" will ask the Consultant to provide professional consulting services and advice to assist the City.

(c) The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant; that the level of Services requested may vary by project; and that the City has entered into similar agreements with other Consultants and, in the CPO's sole discretion, the City may issue a Task Order Request to only one consultant or may issue the same Task Order Request to more than one consultant in order to obtain competitive proposals.

2. Proposals.

(a) The Consultant must respond to a Task Order Request by submitting a Proposal to the Commissioner which describes the Consultant's approach and plan for performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, and a Cost Proposal, all of which conform to the terms of the Task Order Request and the terms and conditions of this Agreement. Proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Proposals will not be a reimbursable cost under this Agreement.

(b) Proposals satisfactory to the Commissioner must be signed on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed and a Task Order, issued pursuant to the Task Order procedures set forth in Section 3.01B. The Consultant will not commence Services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Task Order (approved Proposal).

Notwithstanding anything to the contrary contained in this Agreement, if any Task Order contains terms that are inconsistent or conflict with this Agreement, or shift the risk allocation contemplated in this Agreement, such Task Order must be treated as an amendment pursuant to Section 11.03. Further, it is contemplated that each Task Order will include scopes of services setting forth the obligations of the Consultant under that Task Order, but the parties recognize that, depending upon the nature of the scope of services, the terms and conditions in this Agreement may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to Section 11.03.

(c) The Consultant acknowledges and agrees that the City either may select from among those Proposals submitted in response to a Task Order Request that Proposal which is in the best interests of the City or may reject any and all Proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no Services relating to a Proposal until such approval is obtained.

3. Deadlines for Submittal of Proposals. Proposals will be submitted to the Commissioner no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Consultant's receipt of the Task Order Request. Failure to provide a Proposal on a timely basis may result in rejection of the Proposal.

4. Negotiation Possible. The City reserves the right, at its option, either to accept a Proposal as submitted by the Consultant, reject the Proposal, or to negotiate a more satisfactory Proposal with one or more Consultants.

C. Deliverables

1. City Approval Required. In carrying out Services, the Consultant must prepare or provide Deliverables. Deliverables, include but are not limited to various written studies, procedural manuals, forms, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement. The City reserves the right to reject any and all Deliverables which in the sole judgment of the City do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Proposal or which are reasonably necessary for the purposes for which the City made this Agreement with Consultant or for which the City intends to use the Deliverables.

2. Partial Deliverables. 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 Commissioner. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder. Deliverables shall not include any work product or intellectual property that existed prior to this Agreement or is created for the general use of Consultant with clients and is not specifically created for the City.

D. Meetings

The Consultant will meet regularly with the Commissioner to discuss matters relating to outstanding Projects. In addition, at the Commissioner's request, the Consultant must attend other meetings with the City or other interested parties designated by the Commissioner.

3.02 Standard of Performance

A. General

1. Professional and Fiduciary. The Consultant will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Services of a comparable nature and scope. With respect to the Consultant's duties to the City, the Consultant will be deemed to be acting in a fiduciary capacity for the City and will be held to a fiduciary standard in performing its Services. Nothing contained in this Section, however, shall be construed to relieve Consultant of its obligations pertaining to a Proposal and a Task Order as set forth in Sections 3.01(B)(2) and 3.02(A)(2).

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a licensed professional financial and tax consultant in the community performing services of 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 Commission and with respect to that information only, Consultnat agrees to be held to the standard of care of a fiduciary.

2. Satisfactory Performance. The Consultant will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement, and to the satisfaction of the Commissioner. The Consultant must at all times act in the best interests of the City consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

3. Qualified Personnel. The Consultant must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the City to furnish its best professional expertise and judgment in furthering the City's interests.

4. Efficiency. The Consultant agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

B. Cooperation

The Consultant will at all times cooperate fully with the City, its agents, employees, consultants, and subcontractors; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Consultant will at all times act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration.

C. Failure to Comply

If Consultant fails to comply with the above standards, Consultant will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the City under this Agreement, at law, or in equity.

D. Related Services

The parties have attempted to delineate in this Agreement and its Exhibits, and will attempt to delineate in each Task Order, the specific tasks, activities, and Services that will be performed by Consultant, and the specific Deliverables that will be provided by Consultant, in the Project. Nevertheless, and notwithstanding anything to the contrary herein, the parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations will be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Consultant, rather than as complete and exhaustive lists of such Services and Deliverables. Notwithstanding anything to the contrary elsewhere in this Agreement or in any Task Order, the parties agree that the Services to be performed by Consultant with respect to any Project as a whole shall be deemed to include not only such delineated tasks, activities, and Services, but also such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide City with the requirements of this Agreement.

3.03 Personnel

A. Adequate Staffing

The Consultant will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it an Account Manager who will be the Consultant's designated person to receive Task Order Requests and to submit Proposals. If assigned a Project, the Consultant will, immediately upon receiving a fully executed Task Order, assign during the term of the Project an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Proposal.

B. Key Personnel

1. Minimum Requirements. The Consultant's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the City and such other personnel as may be named for specific projects in the respective Proposal (see Exhibit 5 for the list of Key Personnel). Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the Commissioner's approval. Key personnel may also include other critical members of the project as specified in the Proposal.

2. No Substitutions. The Consultant will not reassign or replace Key Personnel without the written consent of the Commissioner which consent will not be unreasonably withheld. The CPO may at any time in writing notify the Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Consultant will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the Commissioner.

If any Key Personnel furnished by the Consultant to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Consultant's control, the Consultant shall promptly notify the City, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Consultant must furnish to the

City the name of the substitute person and any other information the City may require. If the City does not approve such substitute person, the Consultant must propose another substitute person within 5 days. Such 5-day cycle will be repeated for a reasonable period until a proposed replacement has been approved by the City or the City has declared an Event of Default.

C. Salaries and Wages

The Consultant must pay, and cause each of its Subcontractors to pay, salaries and wages due to all employees of the Consultant and its Subcontractors, respectively, performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations. If, in the performance of this Agreement, the Consultant or any Subcontractor underpays any such salaries or wages, the Comptroller may withhold, out of payments due to the Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement or the applicable subcontract 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 the Consultant to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.04 Minority and Women Business Enterprises

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women business enterprise commitment requirements of the Municipal Code of Chicago, Section 2-92-420 et seq. Failure to commit to these goals may result in early termination of the agreement. Consultant acknowledges that the City reserves the right, based on Task Order Request solicitation description, to increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women owned businesses. Consultant agrees to abide by Task Order Request, details which will include the required M/WBE participation. The special conditions governing minority and women's business enterprises are attached hereto as Exhibit 3 and are hereby incorporated by reference as if fully set forth herein. The Consultant's completed Schedules C-3 and D-3 evidencing its compliance must be submitted with each Proposal and will become a part of the Project Documents upon acceptance by the CPO.

Any proposed M/WBE on Task Order Request must be certified by the City's Department of Procurement Services at the time of the Proposal submittal. The City reserves the right to require replacement of any proposed M/WBE that is not certified by the City of Chicago.

3.05 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 3.06 below, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 8.02.

3.06 Copyright Ownership

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. ' 101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.07 Records and Audits

A. Records

(i) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Consultant fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 12.

B. Audits

(i) Consultant and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and

costs incurred. Consultant must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Consultant or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

(a) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

(b) If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection (a) or (b) above is an event of default under Section 10.01 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Visual Artists Rights Act Waiver

Consultant waives any and all rights, in any work of visual art that may be provided pursuant to this Agreement, that may be granted or conferred under Section 106A and Section 113 of the

United States Copyright Act (17 U.S.C. § 101 et seq.) (the "*Copyright Act*").

3.09 Subcontracts and Assignments

A. Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the CPO and the Commissioner. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the CPO, including approvals for the use of any Subcontractors, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

B. All Subcontractors are subject to the prior approval of the CPO. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Commissioner, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

C. Consultant, upon entering into any agreement with a Subcontractor, must furnish upon request of the CPO or the Department a copy of its agreement. Consultant must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Commissioner and the CPO. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

D. Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the CPO. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

E. Under § 2-92-245 of the Municipal Code, the CPO may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Subcontractor under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

F. The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

3.10 Confidentiality

A. All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

B. Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

C. If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

3.11 City's Policies and Procedures

Consultant covenants that it, the Consultant personnel, Subcontractors of Consultant and their respective employees, and all other agents and representatives of Consultant or its Subcontractors, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time) that reasonably pertain to Consultant in connection with Consultant's performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Consultant's proprietary information. Written copies of such policies and procedures shall be provided to Consultant by City upon request. Prior to performing Services hereunder, each of the Consultant personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Consultant shall issue to each Consultant personnel appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Consultant shall provide each Consultant personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Consultant shall, from time to time, and promptly upon City's request, provide City with an updated list of those Consultant personnel who have the highest level of access to City's systems, software and data. Consultant shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Consultant with respect to its own similar systems and data. Consultant shall cooperate with City in ensuring Consultant's compliance with the policies and procedures described in this Section 3.11, and any

violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Consultant personnel to City's information systems, networks, equipment, property and facilities.

ARTICLE 4. DURATION OF AGREEMENT

4.01 Term of Performance

This Agreement will take effect from the Effective Date through January 31, 2015 or until the Agreement is terminated in accordance with its terms, whichever occurs first.

4.02 Timeliness of Performance

(a) Consultant must provide the Services and Deliverables within the time limits required under any Task Order pursuant to the provisions of Section 3.01 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits may result in economic or other losses to the City.**

(b) Neither Consultant nor Consultant's agents, employees or Subcontractors is entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindra nces in the performance of the Services, whether or not caused by the City.

4.03 Agreement Extension Option

This Agreement will be in effect for the dates indicated within this Agreement for a 36 month term. The Chief Procurement Officer may exercise the City's right to extend this Agreement following the expiration of the base Agreement term for up to 36 months, subject to acceptable performance by the Consultant and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Agreement.

Before expiration of the then current Agreement term, the Chief Procurement Officer will give the Consultant notice, in writing, that the City is exercising its option to renew the Agreement for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Agreement for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement contract.

ARTICLE 5. COMPENSATION

5.01 Basis of Payment

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will either be lump sum, hourly rate, time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. In each

case where the Consultant is to be compensated based on an hourly rate, the Budget will specify a maximum payment that cannot be exceeded without an amendment. The hourly rates, attached as Exhibit 1 *Scope of Service and Compensation Schedule*, shall be effective for the term of the Agreement.

The City will pay Consultant for completed Services and accepted Deliverables based on the defined basis of payment and in accordance with the Compensation Schedule shown in Exhibit 1 for each TOR.

5.02 Budget for Services

As provided in Section 3.01, the Consultant will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order. The Consultant will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum, hourly rate, or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Consultant will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal.

5.03 Method of Payment

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Consultant will submit periodic invoices which may prorate the lump sum on the basis of milestone Deliverables provided. For hourly rate compensation (time and materials), the Consultant will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.

The Project Documents will specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City as specified in section 5.07. Upon request by the City, the Consultant will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under $500.00 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than $500 and it is not the final payment/project close-out, the Consultant will hold the invoice and submit it the next time the total exceeds $500.

The City will process invoices for payment within 60 days after receipt of properly completed and signed invoices accompanied by all necessary supporting documents verifying all costs related to each TOR.

5.04 Funding

This is a Depends Upon Requirements (DUR) Agreement. The City is under no obligation to

award any Task Orders pursuant to this Agreement. Any payments under this Agreement will be made from Fund No. 012-0100-0542005-0141 and various other funds and are subject to the appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement ("Maximum Compensation") for all categories shall not exceed $8, 00,000.00 D.U.R. Actual expenditures under this Agreement will depend upon requirements.

5.05 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City 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 except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

5.06 Subcontractor Payments

Subcontractor Payments

The Consultant will be responsible for reporting payments to all Subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the Consultant for services performed, on the first day of each month and every month thereafter, e-mail and/or fax audit notifications will be sent out to the Consultant with instructions to report payments that have been made in the prior month to each Subcontractor. The reporting of payments to all Subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an e-mail and/or fax notification requesting them to log onto the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Consultant and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at https://chicago.mwdbe.com.

5.07 Invoices

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

INVOICES
City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

OR

Via email to: INVOICES@cityofchicago.org with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the compensation schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice. Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

5.08 Taxes

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.01 Compliance with All Laws Generally

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant

must require all Subcontractors to do so, also. Further, Consultant must execute an online Economic Disclosure Statement and Affidavit ("EDS") which includes a Disclosure of Retained Parties. Submit an electronically signed, one page Certificate of Filing to Exhibit 4 which validates that the EDS has ben filed. The web address to submit your EDS is http://webapps.cityofchicago.org/EDSWeb. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a refwerence to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(c) The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Consultant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement.

6.02 Nondiscrimination

(a) **Consultant**

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(i) **Federal Requirements**

Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all

other applicable federal statutes, regulations and other laws.

(ii) **State Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) **City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Consultant must incorporate all of this Section 6.02 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

6.03 Office of Compliance

It is the duty of any bidder, proposer, Consultant, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

6.04 Inspector General

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General or Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-55, respectively, of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 and 2-55 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.05 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary consultant conducts any business operations in Northern Ireland, the consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.05. do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **"business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator

operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Consultant has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2011, the Base Wage is $11.18 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

6.08 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Consultant's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the CPO. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Consultant's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Consultant's eligibility for future contract awards.

6.09 Prohibition on Certain Contributions

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Consultant's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Consultant or the date Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice,

direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
    1. The partners have been residing together for at least 12 months.
    2. The partners have common or joint ownership of a residence.
    3. The partners have at least two of the following arrangements:
        a. joint ownership of a motor vehicle;
        b. a joint credit account;
        c. a joint checking account;
        d. a lease for a residence identifying both domestic partners as tenants.
    4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

6.10 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

6.11 Deemed Inclusion

Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be amended to literally make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of this Agreement.

6.12 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 7. SPECIAL CONDITIONS

7.01 Warranties and Representations

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

(a) 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;

(b) 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;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed 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 City ;

(e) 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;

(f) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of ' 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) 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 10.2 and 10.3 of this Agreement; and

(h) warrants and represents that neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. AAffiliate of Consultant@means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise

a. **Representations; Covenants**

A. Consultant represents to the City that:

(i) it is a corporation, duly incorporated, validly existing and in good standing under the laws of Illinois;

(ii) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and it is financially solvent;

(iii) the execution, delivery and performance of this Agreement have been duly authorized by the Consultant;

(iv) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Consultant in order for it to enter into and perform its obligations under this Agreement;

(v) it has obtained all applicable permits, rights, and licenses required in connection with Consultant performing its obligations hereunder;

(vi) it and each of its employees, agents, subcontractors of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Agreement;

(vii) its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City;

(viii) it is not in default at the time of the execution of this Agreement and has not been deemed by the CPO with five years immediately preceding the date of this Agreement to be in default on any contract awarded by the City; and

(ix) it is not deemed to be ineligible and will not knowingly use the services of any consultant or consultant deemed to ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of its Services under this Agreement;

(x) it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(xi) 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 10.01 and 10.02 of this Agreement; and

(xii) neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact

by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

B. Consultant covenants to the City that:

(i) it will comply with all applicable federal, state, and local laws and regulations;

(ii) it will obtain all applicable permits, rights and licenses required in connection with the Consultant performing its obligations hereunder;

(iii) the Services and any software used by the Consultant in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party; and

(iv) it will not, directly or through a third party, remove, alter, change or interface with the Deliverables for any purpose of preventing the City from utilizing the Deliverables.

b. Warranty

A. For Deliverables provided in response to a TOR, Consultant represents and warrants that:

1. The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.

2. The Deliverables provided under any Task Order will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.

3. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

B. The Consultant represents and warrants that all Deliverables:

(i) correctly and accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations;

(ii) respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner; and

(iii) store and provide output of date information in ways that are unambiguous as to century.

c. No Other Rights Limited

Nothing in the foregoing warranties will be construed to limit any other rights or remedies otherwise available to the City under this Agreement.

7.02 Ethics

(a) In addition to the foregoing warranties and representations, Consultant warrants:

(i) no officer, agent or employee of the City 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 established under Chapter 2-156 of the Municipal Code .

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

(b) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

7.03 Joint and Several Liability

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fufilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

7.04 Business Documents

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

7.05 Conflicts of Interest

A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City 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 alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

B. Consultant represents that it, and to the best of its knowledge, its Subcontractors if any (Consultant and Subcontractors will be collectively referred to in this Section 7.05 as "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

C. Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties

become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

D. Without limiting the foregoing, if the Contracting Parties assist the City 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 Contracting 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 Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

E. Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.10 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

F. 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 is part of the EDS and incorporated by reference as if fully set forth here.

7.06 Non-liability of Public Officials

No official, employee or agent of the City will be charged personally by Consultant, or by any assignee or Subcontractor of the Consultant, with any liability or expenses of defense or be held personally liable to them under any term of provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

7.07 EDS / Certification Regarding Suspension and Debarment

Consultant certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.01 Consultant's Insurance

Consultant must provide and maintain at Consultant's own expense, until contract completion and during the time period following completion if Consultant is required to return and

perform any additional work, the insurance coverages and requirements specified in Exhibit 2, insuring all operations related to the Agreement.

8.02 Indemnification

A. General Indemnification

1. Consultant must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

(a) injury, death or damage of or to any person or property;

(b) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;

(c) the City's exercise of its rights and remedies under Section 10.02 of this Agreement; and

(d) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

2. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims (including proprietary rights claims), demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

3. At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

4. To the extent permissible by law, Consultant waives any limits on its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

5. The indemnities in this section survive the expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from

and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 2 of this Agreement.

B. Proprietary Rights Indemnification

In addition to indemnity rights in the foregoing provisions with respect to proprietary material (i) obtain the right for the City to continue using the infringing product or proprietary property, or (ii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iii) replace the infringing Consultant material with materials containing at least equivalent functionality as the infringing Consultant material.

ARTICLE 9. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the CPO for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The Consultant will not withhold performance of any Services and the City will not withhold any undisputed payments during the dispute resolution period. The CPO's written determination must be complied with pending any judicial review of the dispute.

ARTICLE 10. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

10.01 Events of Default

A. Defined

The following constitute events of default:

1. Any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.

2. The Consultant's failure to perform any of its obligations under the Agreement including, but not limited to, the following:

    a. Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

    b. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination;

c. Failure to have and maintain all professional licenses required by law to perform the Services;

d. Failure to timely perform the Services;

e. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

f. Discontinuance of the Services for reasons within Consultant's reasonable control;

g. Failure to promptly update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and

h. Any other breach of a provision in this Agreement.

i. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;

j. Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Task Order then in effect;

k. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;

l. Discontinuance of Services for reasons within Consultant's reasonable control;

3. Any change in ownership or control of the Consultant without the prior approval of the CPO (when such prior approval is permissible by law), which will not be unreasonably withheld.

4. The Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

5. Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations.

6. Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 6.01.

B. Declaration of Default

The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default. The CPO may in his or her 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 CPO. Whether to declare Consultant in default is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The CPO 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 CPO gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The CPO 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 10.01 and Article 12, 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 City.

10.02 Remedies

A. General

1. If the Consultant has failed to cure a default within the period granted by the CPO, or the CPO has declared an event of default, the City may invoke any or all of the following remedies:

a. 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 City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 10.02.

b. 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 City.

c. The right to seek specific performance, an injunction or any other appropriate equitable remedy.

d. The right to seek money damages.

e. The right to withhold all or any part of the Consultant's compensation.

f. The right to declare the Consultant non-responsible in future contracts with the City.

g. The right to declare the Consultant in default under existing City contracts.

h. Any other remedy available by law or equity.

B. City's Reservation of Rights

If the CPO considers it to be in the City's best interests, he may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Consultant to continue to provide the Services despite one or more events of default, the Consultant will in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor will the City waive or relinquish any of its rights.

C. Remedies Nonexclusive

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law or equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

10.03 Early Termination

(a) In addition to termination under Sections 10.01 and 10.02 of this Agreement, the City 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 City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 12. 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 City 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 City effective 10 days after the date the notice is considered received as provided under Article 12 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) 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 City 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 9 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) 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 City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 10.01 and 10.02 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 10.03.

10.04 Suspension

The City 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 CPO and such equitable extension of time as may be mutually agreed upon by the CPO 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 to the City may treat the suspension as an early termination of this Agreement under Section 10.03.

10.05 Right to Offset

(a) In connection with Consultant's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

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

(ii) if the City exercises any of its remedies under Section 10.02 of this Agreement;

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

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Consultant is liable for and must promptly remit to the City 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 City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Consultant's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Consultant to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Consultant, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 11. GENERAL CONDITIONS

11.01 Entire Agreement

A. General

The Consultant acknowledges that this Agreement, and the Exhibits attached to and incorporated in the Agreement, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations will be implied or impressed upon this Agreement that are not expressly addressed in the Agreement.

B. No Collateral Inducements

The Consultant agrees that, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached to this Agreement and incorporated by reference, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, 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 the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, or its performance.

C. No Omissions

The Consultant agrees that it was given ample opportunity and time to review and was asked by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents; and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Consultant expressly relinquishes the benefit of any omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

11.02 Counterparts

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

11.03 Changes, Modifications, and Amendments

No change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the Mayor, Comptroller, and Chief Procurement Officer of the City. The City incurs no liability for Additional Services without a written amendment to this

Agreement under Section 11.03. This Section, 11.03, does not apply, however, to Agreement extensions governed by Section 4.03, *Agreement Extension Option.*

11.04 Governing Law and Jurisdiction

This Agreement will be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the City concerning this Agreement, the action will only be brought in those courts located within the County of Cook, State of Illinois.

11.05 Severability

If any provision of this Agreement is held or deemed 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.

11.06 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit its provisions. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any exhibits or documents entered into in accordance with the terms and conditions of such exhibit or document. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

11.07 Contract Documents

In the event of any inconsistency or conflict between the terms and conditions of Articles 1 through 13 of this Agreement and the Exhibits of this Agreement, the Articles of this Agreement will prevail.

11.08 Assigns

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

11.09 Cooperation

Consultant must at all times cooperate fully with the City and act in the City'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 ensure 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.

11.10 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 City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City'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 City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

11.11 Independent Contractor

(a) This Agreement is not intended to and does 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 City. The rights and the obligations of the parties are only those 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 City.

(b) This Agreement is between the City 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 City 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 any City 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 City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

(c) Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled Agreed Settlement Order and Accord (the Shakman Accord) and the August 16, 2007 City of Chicago Hiring Plan@ (the City Hiring Plan) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual=s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individuals political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 11.11 (c)(ii) above, or advocating a violation of Section 11.11(c)(iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the Citys Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Consultant will also cooperate with inquiries by IGO Hiring Oversight or Shakman's Monitor's Office related to contract.

11.12 Electronic Ordering and Invoicing

The Consultant shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Consultant shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be

in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

11.13 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this Agreement pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Consultant to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

11.14 No Third Party Beneficiaries

The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subcontractors or other third parties.

ARTICLE 12. NOTICES

Notices provided for herein, unless expressly provided for otherwise in this Agreement, will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Department of Housing and Economic Development
121 North LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attention: Commissioner Andrew J. Mooney

With Copies to:

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

and

Department of Law
Room 610, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Consultant: **CBRE, Inc**
311 S Wacker Drive, Suite 400
Chicago, IL 60606
Attention: Mr. Peter Livaditis

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 12.

Notices delivered by mail will be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.

ARTICLE 13. AUTHORITY

13.01 City Authority

This Agreement is entered into by the City in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in 65 ILCS 5/8-10-1 et seq., as amended, and with the Municipal Code of Chicago, as amended.

13.02 Consultant's Authority

Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached to this Agreement and incorporated by reference. If this Agreement is executed by an officer other than the chief executive officer of the Consultant, the Consultant will provide a certified resolution of its Board of Directors, if a corporation, granting such officer specific authority to sign this Agreement or general authority to sign agreements of this nature and scope.

[Signature Pages, Exhibits and Schedules follow.]

CONTRACT SIGNATURE PAGE

Contract No.: 26094

Specification No.: 96087

Vendor Name: CBRE, Inc

Total Amount (Value): 8,000,000.00

Fund Chargeable: Fund Chargeable: 012-0100-0542005-0141

CBRE, Inc
(Consultant)

By: _____

Its: Senior Managing Director

Attest: Barbara Webber

State of Illinois
County of Cook

This instrument was acknowledged before me on this 31st day of May, 2012 by James Caris as President (or other authorized officer) and _____ as Secretary of CBRE, Inc. (Corporation Name).

Barbara Webber (Seal)
Notary Public Signature
Commission Expires: _____

OFFICIAL SEAL
BARBARA WEBBER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/04/13

CITY OF CHICAGO

Rahm Emanuel SRP 1/30/13

Mayor Date

Anna Alvarado 1/28/13

Comptroller Date

JAN 23 2013

Chief Procurement Officer Date

ASSISTANT SECRETARY'S CERTIFICATE
AND
INCUMBENCY CERTIFICATE
OF
CBRE, INC.

January 7, 2013

The undersigned Assistant Secretary of CBRE, Inc., a Delaware corporation (the "Company"), hereby certifies that he is a duly elected or appointed Assistant Secretary of the Company and does further certify that:

1. Attached hereto as Exhibit A is a true and complete copy of the Certificate of Amendment of the Second Restated Certificate of Incorporation of CB Richard Ellis, Inc. certified by the Secretary of State of the State of Delaware on October 3, 2011 changing the name of the Company from CB Richard Ellis, Inc. to CBRE, Inc., which is in full force and effect on the date hereof.

2. Attached hereto as Exhibit B is a true, correct and complete copy of the resolutions adopted by the board of directors of the Company on November 3, 2005, which resolutions have not been modified, rescinded or amended since their adoption and execution and remain in full force and effect on the date hereof.

3. James F. Carris is a Senior Managing Director of the Company and presently holds such title. In such capacity, Mr. Carris is authorized to sign on behalf of the Company all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

By: _____
Name: Brian D. McAllister
Title: Assistant Secretary

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CB RICHARD ELLIS, INC.", CHANGING ITS NAME FROM "CB RICHARD ELLIS, INC." TO "CBRE, INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF OCTOBER, A.D. 2011, AT 8:02 O'CLOCK A.M.

0777218 8100

121254808

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 0005589

DATE: 11-21-12

IN WITNESS WHEREOF, the undersigned, as a duly authorized officer of the Corporation, has caused this Certificate of Amendment of the Certificate of Incorporation to be duly executed this 3rd day of October, 2011.

By: _____
Name: Laurence H. Midler
Title: Executive Vice President

ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
CB RICHARD ELLIS, INC.

November 3, 2005

The undersigned, being the members of the Board of Directors of CB Richard Ellis, Inc., a Delaware corporation (the "Company"), acting pursuant to the Bylaws of the Company and the Delaware General Corporation Law, hereby adopt the following resolution with the same force and effect as if it has been unanimously adopted at a duly convened meeting of the Board of Directors of the Company:

> **RESOLVED,** that all Managing Directors and their designees are hereby authorized to execute all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for any transaction for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

Brett White

Kenneth J. Kay

Laurence H. Midler

EXHIBIT 1

SCOPE OF SERVICES & COMPENSATION SCHEDULE

EXHIBIT 1
SCHEDULE OF COMPENSATION
CATEGORY 2
REAL ESTATE BROKERAGE SERVICES
(2012 -2017)

1. Brokerage Services Relating to the Purchase of Real Estate by the City

The consultant's fees for brokerage services when the City is a buyer of property or space will be paid directly by the seller to the consultant.

2. Brokerage Services Relating to Leasing when the City is Lessee

The consultant's fees for brokerage services when the City is lessee of property or space will be the fee negotiated with the City and the landlord and paid directly to the consultant by the landlord.

3. Brokerage Services Relating to Negotiating Lease Terms when the City is the Lessor

The fee for brokerage services that the consultant performs for the City when the City is the lessor of property or space is an amount equal to the lesser of (a) 7% of the first year's gross rent, plus 2% of the gross rent for each succeeding year that the lease is in effect; or (b) a fixed amount, to be negotiated.

4. Brokerage Services Relating to the Sale of City-Owned Property

All fees for brokerage services performed by the consultant when the City is the seller of City-owned property will be paid by the City to the consultant at the lesser of (a) 5% of the total purchase price; or (b) a fixed amount to be negotiated.

5. Condemnation

If the City directs the consultant to perform brokerage services and the City thereafter condemns the property (instead of purchasing or leasing it), then the consultant's compensation will be an amount equal to the lesser of (a) 4% of the property's appraised value (as determined by the City's appraisal); or (b) a fixed amount to be negotiated.

CATEGORY 3: CONSULTING SERVICES

The following is a general description of the procedures for obtaining Consulting Services. The term **"Consultant"** means the selected Consultant entity and, if a license is required, one or more qualified and licensed individual(s) employed by the selected Consultant to perform Consulting Services covered under an awarded Task Order based on the Consultant's proposal in response to a Task Order Request.

Consultant must provide various real estate consulting services to supplement the City's internal resources and assist the City in making optimum real estate decisions based on current and anticipated future market conditions.

Services to be provided may include, but are not limited to, the following subcategories

A. Portfolio Management- Consultant must perform the following tasks:

1. For each property under management, make recommendations for alternatives to consider upon lease renewals, tracking overall lease renewal time lines and notifying the City in advance of such alternatives for consideration.
2. Analyze, benchmark and supply market data to support real estate transactions proposed by either the City or the real estate advisor.
3. If requested, identify areas of inappropriate space utilization within current City inventory of space and make recommendations for the reduction of leased space, increase of leased space, reduction of City-owned space, or increase of City-owned space, as found necessary.
4. If requested, evaluate lease versus purchase options for select properties.

B. Site Review- Consultant must perform the following tasks:

1. Assist the City in reviewing potential site alternatives for given property assignments, for both lease and purchase options.
2. Evaluate site alternatives and prepare a narrative analysis of each offer.
3. Provide an economic analysis of all alternatives and prepare a report of such analysis.
4. Recommend the best possible alternative, providing backup as necessary to substantiate.
5. Prepare executive summaries and Presentations the SPC and CHRE or other City Departments.
6. Make presentations to the SPC and CHRE or other City Departments on behalf of the City.
7. Assist in the coordination of legal, appraisal, survey and title work.

C. Marketing- Consultant must perform the following tasks:

1. Write copy for, plan and implement, as required, all advertising for solicitation to sell, lease or purchase real estate on behalf of the City.

2. Plan and implement a targeted public relations campaign for specific property transactions as well as for communication of City real estate initiatives.
3. Create concept papers for communication of City real estate transactions, programs and initiatives within City Departments and to appropriate approval authorities.
4. Assist the City in assembling documentation required to pursue opportunities in industry trade events and for award recognition.

D. Community Outreach- Consultant must perform the following tasks:

1. Assist the City in organizing meetings throughout the City to share City acquisition strategies with residents of affected neighborhoods.
2. In conjunction with the Department of Housing or other City Departments, meet with residents affected by relocation to explain the relocation plan and ensuing management of the property prior to relocation.
3. Assist the City in resolving potential conflicts as a result of the City obtaining title to and managing given properties.
4. Assist in identifying and soliciting MBE/WBE/DBE firms available to provide services as required by this RFQ.
5. Prepare reports identifying utilization of MBE/WBE/DBE firms in services provided in response to the RFQ on a quarterly basis.

E. Auditing- Consultant must perform the following tasks:

1. Utilizing in-house resources or outside accounting services, assist the City in auditing payments by the City for rent, operating, tax, build-out and other expenses as needed.
2. As needed, compare actual expenses on real estate transactions and required expenses per executed lease, determining any discrepancies.

F. General Tasks- In addition to the above, Consultant must perform the following tasks:

1. Prepare maps and graphics for reports, including data from geographic information systems (GIS).
2. Assist in making presentations to various City department and committees, real estate industry functions and community organizations.
3. Provide monthly reports on the status of its assignments, including project time lines and action plans. Provide general consulting.

EXHIBIT 1
SCHEDULE OF COMPENSATION
CATEGORY 3
REAL ESTATE CONSULTING SERVICES
(2012-2017)

The Consultant named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

COMPANY NAME: CBRE, INC
Key Personnel (Title)

Key Personnel (Title)	Fully Loaded Hourly Rates* Year: 2012	Fully Loaded Hourly Retes* Year: 2013	Fully Loaded Hourly Rates* Year: 2014	Fully Loaded Hourly Rates* Year: 2015	Fully Loaded Hourly Rates* Year: 2016	Fully Loaded Hourly Rates* Year: 2017
Peter Livaditis (EVP)	$285	$291	$297	$302	$308	$315
Chris Connelly (EMD)	$285	$291	$297	$302	$308	$315
Peter Larkin (EVP)	$285	$291	$297	$302	$308	$315
David Justh (EVP)	$285	$291	$297	$302	$308	$315
Aaron Kulick (Senior Associate)	$200	$204	$208	$212	$216	$221
Generally						
Senior Staff	$200	$204	$208	$212	$216	$221
Staff	$125	$129	$133	$137	$141	$145

*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden and are subject to negotiations with Consultant.

EXHIBIT 2

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Department of General Services,
Department of Housing and Economic Development
and Chicago Department of Aviation

Real Estate Services
Category 1: Appraisal
Category 2: Brokerage
Category 3: Consulting

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

A. 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, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence and $5,000,000 for airport airside access 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 (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing work or Services for the Consultant must maintain limits of not less $1,000,000 and $5,000,000 for airport airside access with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability

Insurance with limits of not less than $2,000,000 per occurrence and $5,000,000 for airport airside access, for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work or Services for the Consultant must maintain limits of not less $1,000,000 and $5,000,000 for airport airside access with the same terms herein.

4) Professional Liability

When professional consultants including property appraisal and/or broker professionals perform work 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. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing work or Services for the Consultant must maintain limits of not less $1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, specifications, media, data, appraisals, reports, leases, surveys, audits, records and other documents including maps and photographs 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.

6) Property

Consultant is responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, rented, or used by Consultant.

Consultant is responsible for all loss or damage to City property at full replacement cost.

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 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. The Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for Consultant to obtain and maintain the specified coverages. The Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried 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.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Consultant must require all subcontractors to provide the insurance required herein, or Consultant may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/08/2012

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).

Holder identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CBRE Group, Inc.
11150 Santa Monica Blvd
Suite 1600
Los Angeles CA 90025 USA

COVERAGES CERTIFICATE NUMBER: 570048178525 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-PL-Primary			QG1203805 Errors & Omissions	09/15/2012	09/15/2013	Per Claim/Aggregate SIR	$5,000,000 $2,000,000

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

Certificate No : 570048178525

CERTIFICATE HOLDER

City of Chicago
121 N. LaSalle St.
Chicago IL 60602 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

©1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/27/2012

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	ACE Property & Casualty Insurance Co.	20699
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CBRE, Inc.
177 Broad Street
Stamford CT 06901 USA

COVERAGES CERTIFICATE NUMBER: 570047149472 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			GL0838419910	03/01/2012	03/01/2013	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X Coll ded $1,000 SCHEDULED AUTOS X NON-OWNED AUTOS X Comp ded - $1,000			BAP 838 4200-10	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			X00G25915604 SIR applies per policy terms & conditions	03/01/2012	03/01/2013	EACH OCCURRENCE	$8,000,000
							AGGREGATE	$8,000,000
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC838419513 WC914173606	03/01/2012 03/01/2012	03/01/2013 03/01/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability, Umbrella Liability policies.

CERTIFICATE HOLDER

City of Chicago
121 N. LaSalle St
Chicago IL 60602 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570047149472

©1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 08/08/2012

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000034452

INSURED
CBRE Group, Inc.
177 Broad Street
Stamford CT 06901 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Factory Mutual Insurance Co.	21482
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570047243543 REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS SPECIAL EARTHQUAKE WIND FLOOD X ALL RISK-Subject to Exclusions X Blkt PP Ded $10,000	UC059	03/01/2012	03/01/2013	BUILDING PERSONAL PROPERTY BUSINESS INCOME w/o Extra Expense EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING X BLANKET PERS PROP BLANKET BLDG & PP X Business Income & Ex	$1,000,000 Included
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Valuable Papers Limit- $1,000,000

CERTIFICATE HOLDER

City of Chicago
121 N. LaSalle St
Chicago IL 60602 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570047243543

© 1995-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 06/08/2012

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000034452

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A:	Factory Mutual Insurance Co.	21482
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CBRE Group, Inc.
& Subsidiaries
177 Broad Street
Stamford CT 06901 USA

COVERAGES — CERTIFICATE NUMBER: 570046517411 — REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as Loss Payee per the applicable endorsement as required by written contract, but limited to the operations of the Insured under said contract[property address or "the above referenced location"].

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY		UC089	03/01/2012	03/01/2013	BUILDING	
	CAUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	
	BASIC	BUILDING				BUSINESS INCOME w/o Extra Expense	
	BROAD	CONTENTS				EXTRA EXPENSE	
	SPECIAL					RENTAL VALUE	
	EARTHQUAKE					BLANKET BUILDING	
	WIND					X BLANKET PERS PROP	$1,000,000
	FLOOD					BLANKET BLDG & PP	
	X ALL RISK-Subject to Exclusions					X Business Income & Ex	Included
	X Blkt PP Ded	$10,000					
	INLAND MARINE		TYPE OF POLICY				
	CAUSES OF LOSS		POLICY NUMBER				
	NAMED PERILS						
	CRIME						
	TYPE OF POLICY						
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate is evidence only of property insurance covering CBRE owned personal property and improvements and betterments in CBRE offices in the United States.

CERTIFICATE HOLDER

City of Chicago
121 N LaSalle St
Chicago IL 60602 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570046517411

© 1995-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000034452

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Northeast, Inc.		CBRE Group, Inc.
POLICY NUMBER See Certificate Number: 570046517411		
CARRIER See Certificate Number: 570046517411	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS / OTHER COVERAGES

Valuable Papers are Included in Blanket Personal Property Coverage.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT 3

SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE

Peter J. Livaditis
Executive Vice President

CB Richard Ellis, Inc.

CBRE

311 S. Wacker Drive – Suite 400
Chicago, IL 60606

T 312 297 7617
F 312 935 1880

peter.livaditis@cbre.com
www.cbre.com

September 20, 2011

Jamie L. Rhee
Department of Procurement Services
City of Chicago
Bid and Bond Room – Room 301, City Hall
121 N. LaSalle Street
Chicago, IL 60602

RE: RFQ for Real Estate Appraisal, Brokerage and Consulting Services (Specification No. 96087)
MBE/WBE Participation Commitment

Dear Jamie,

This letter is to confirm that CBRE, as an applicant/respondent to the City of Chicago's Request for Qualifications for Real Estate Appraisal, Brokerage and Consulting Services (Specification No. 96087), commits to achieving 25% MBE and 5% WBE participation of the total dollar value of all Task Orders awarded during any contract term that results from a successful response. Should you need more information or clarification, please let us know.

Regards,

CB Richard Ellis, Inc.

Peter Livaditis

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT
Task Order Contracts
(MBE/WBE Professional Services)

I. **Policy and Terms**

A. It is the policy of the City of Chicago that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the Contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25%
WBE Contract Goal: 5%

D. The commitment is met by the Contractor's status as an MBE or WBE, or by joint venturing with one or more certified MBEs or WBEs, or by subcontracting a portion of the work to one or more MBEs or WBEs on each task order, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a Contractor's MBE or WBE commitment with respect to all contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the contract.

E. As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the Contractor shall first consider involvement of MBEs/WBEs as joint venture partners, Subcontractor(s)/ Subconsultant(s), and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The Contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

A. **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

B. **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as women owned and controlled business in accordance with City Ordinances and Regulations.

C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

D. **"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all Contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in the contract's work or services.

F. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.

G. **"Respondent"** means any individual or firm responding to a Request for Information (RFI), Request for Proposal (RFP), and Request for Qualification (RFQ).

H. **"Task Order Request"** is a solicitation document issued by a user department for a specific task or tasks pertaining to the scope of services required by the user department during the term of the agreement. The Consultants will respond to the department's request by submitting a complete Task Order proposal for the department's review and approval.

I. **"Task Order Proposer"** means an approved pre-qualified consultant who has been awarded a consulting agreement in response to a Request for Proposal (RFP/Request for Qualifications (RFQ) ad who is responding to the Task Order Request.

J. **"Task Order Proposal"** means a complete package that consists of scope of services, a list of deliverables, staffing schedule, completing schedule, proposed sub-consultants including MBE/WBE sub-consultants and a detailed budget outlining billing rates and estimated number of hours of each discipline.

III. Joint Ventures

Respondents may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A Joint Venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime Contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation toward the Contract Goals

A. The inclusion of any MBE or WBE in the Contractor's MBE/WBE Utilization Plan shall not conclusively establish the Contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the Contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A Contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information fees and/or commissions; (2) intended sub-suppliers or?concerning brokers other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D. A Joint Venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow MBE and/or WBE goal credit for all or any portion of work performed by an MBE or a WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals identified on a Task Order Request is appropriate.

1. If a Task Order Proposer determines that it is unable to meet the MBE and/or WBE goal percentage identified on the Task Order Request, a written request for the MBE and/or WBE percentage reduction or a full waiver of the MBE/WBE goal must be included in the Task Order Proposal.

2. The Task Order Proposer's written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the Task Order Proposer letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure the services of certified Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or her designee shall determine whether the request for the reduction or waiver will be granted.

3. **Task Order Proposer will be considered responsive to the terms and conditions of these Regulations if a written request and all supporting documentation that adequately addresses the conditions for a reduction or waiver of MBE/WBE goals is submitted with each Task Order Proposal.** Failure to submit documentation sufficient to support the waiver request will cause the Task Order Proposal to be found non-responsive by the Chief Procurement Officer, and the Task Order Proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in her sole discretion, may include, but are not limited to, negotiating with the next Task Order Proposer or re-soliciting the Task Order Request. All Task Order Proposers are required to submit all required documents with each Task Order Proposal in order to expedite the approval process and issue a notice to proceed.

A. Conditions for a Reduction or Waiver of MBE/WBE Goals

Each of the following elements must be present in the Task Order Proposer's written request for reduction or waiver of MBE and or WBE goal in order for the Chief Procurement Officer to review and determine whether or not such a reduction or waiver is appropriate.

1. The Task Order Proposer has documented the unsuccessful solicitation of certified MBE/WBE subcontractor(s)/subconsultant(s) of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct services identified or related to in the Task Order Request. Direct participation involves subcontracting a portion of the services specifically required in the Task Order Request. Documentation must include but is not necessarily limited to:

   a. A detailed statement of efforts to identify and select portions of services identified in the Task Order Proposal for subcontracting to certified MBE/WBE firms;

   b. A listing of all MBE/WBE firms contacted by the Task Order Proposer that includes:

      (1) Names, address and telephone numbers of MBE/WBE firms solicited;
      (2) Date and time of contact;
      (3) Method of contact (written or facsimile). A copy of the certified written correspondence and/or a confirmed facsimile transmittal receipt must be attached.

   c. Copies of certified letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that must include:

      (1) Project identification and location;
      (2) Classification/commodity of services or work items for which quotations were sought;
      (3) Date, item and location for acceptance of subcontractor/subconsultant bid proposals;
      (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the services or work and indicates why negotiations were unsuccessful;
      (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractor(s)/ subconsultant(s); or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of services or work that was solicited.

OR

2. Subcontractor/Subconsultant participation will be deemed excessively costly when the MBE/WBE subcontractor/subconsultant proposal exceeds the average price

quoted by more quote is?than twenty percent (20%). In order to establish that a subcontracts excessively costly, the Task Order Proposer must provide the following information:

a. A detailed statement of the scope of services or work identified for MBE/WBE participation for which the Task Order Proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% or higher).

   (1) A listing of all potential subcontractor(s)/subconsultant(s) contacted for a quotation on that scope of services or work item;
   (2) Prices quoted for the subcontract in question by all such potential subcontractor(s)/subconsultant(s) for that scope of services or work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

   (1) The City*s estimate for the work under a specific subcontract;

   (2) The Task Order Proposer's own estimate for the work under the subcontract;
   (3) An average of the bona fide prices quoted for the subcontract;
   (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every MBE and or WBE waiver and/or reduction request must include evidence that the Task Order Proposer has provided timely notice of the need for subcontractor(s)/subconsultant(s) to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A.

The notice requirement of this Section will be satisfied if a Task Order Proposer contacts at least one of the associations shown on Attachment A. When a Task Order Proposer seeks a waiver or reduction in the utilization of MBE/WBE goals, Attachment B provides the letter format a Task Order Proposer may use. If deemed appropriate, the Chief Procurement Officer or Executive Director may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular Task Order Request prior to the solicitation, the Task Order Request shall include a statement of such revised standard.

2. The MBE/WBE goal requirements set forth in these Regulations shall not apply

where the Chief Procurement Officer determines prior to the issuance of a Task Order Request solicitation that MBE/WBE subcontractor/subconsultant participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known to the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made by the Chief Procurement Officer prior to solicitation in connection with a particular Task Order Request.

VI. Procedure to Determine MBE/WBE Compliance

A. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the Proposer includes the participation of any MBE or WBE as a joint venture partner, the Proposer must submit with its proposal at the Request for Qualification ("RFQ") stage, a Schedule B and the proposed joint venture agreement. These documents must clearly evidence that the MBE or WBE joint venture partner will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel and equipment and share of the costs of insurance and bonding (if required);
2. Work items to be performed by the MBE's or WBE's own forces/equipment (if needed);
3. Work items to be performed under the supervision of the MBE or WBE venture partner; and
4. The MBE's or WBE's commitment of management, supervisory and operative personnel dedicated to the performance of the Task Order Services.

B. Schedule C-3: Letter of Intent to Perform as SubContractor/Subconsultant.

The Task Order Proposer must submit with its' Task Order Proposal an executed original Schedule C-3 for each MBE and WBE included on the Schedule D-3 in response to each Task Order Request. Each Schedule C-3 must accurately detail the scope of services to be performed by the MBE or WBE and the agreed rates and prices to be paid.

C. Schedule D-3: Compliance Plan Regarding MBE and WBE Utilization

The Task Order Proposer must submit with its' Task Order Proposal a completed Schedule D-3 in response to each Task Order Request. An approved Compliance Plan is a condition precedent to commencement of an approval of each Task Order.

Except in cases where the Task Order Proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. above, the Compliance Plan must commit to the utilization of each listed MBE and WBE. The Task Order Proposer is responsible for calculating the dollar equivalent of the MBE and WBE Task Order goals identified in each Task Order Request, as percentages of the

total proposed dollar value of the Task Order Proposal. All Compliance Plan commitments must conform to the Schedule C-3s.

D. **Letters of Certification**

A copy of each proposed MBE's and WBE's current Letter of Certification from the City of Chicago must be submitted with each Task Order Proposal in response to a Task Order Request.

A Letter of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of services as detailed in the Schedule C-3 must conform to its area(s) of specialty. Where an MBE or WBE is proposed to perform services not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the Task Order Proposal submittal date.

VII. Reporting Requirements during the Term of the Contract

A. After each Task Order has been completed, the Task Order Proposer must submit a MBE/WBE Utilization Report for that specific Task Order project.

B. "MBE/WBE Utilization Reports" are to be submitted directly to: Office of Compliance, Attn: Supplier Diversity Program, 333 S. State Street, Suite 320, Chicago, IL 60604

C. The Executive Director shall be entitled to examine, on five (5) business days prior notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the Task Order Proposer of the commitments earlier certified in the Schedule D-3 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The Task Order Proposer must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of services. The Task Order Proposer's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the Task Order Proposer when a substitution of Subcontractor(s)/Subconsultant(s) becomes necessary for the Task Order Proposer in order to comply with MBE/WBE contract requirements.

After a Notice to Proceed has been issued, no relief of the MBE/WBE requirements will be

granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements identified in each Task Order Request must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this Contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

(1) Failure to satisfy the MBE/WBE percentages required by the Contract; and

(2) The Contractor, Subcontractor or Subconsultant is disqualified as an MBE or WBE, when such status was a factor in Contract award, and was misrepresented by the Task Order Proposer.

In the event that the Task Order Proposer is determined not to have been involved in any misrepresentation of the status of the disqualified Subontractor/Subconsultant, the Task Order Proposer shall seek to discharge the disqualified Subcontractor/Subconsultant, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the Contractor may be withheld until corrective action is taken by the Contractor/Consultant and approved by the Chief Procurement Officer.

X. Arbitration

A. In the event that a Contractor has not complied with the committed MBE/WBE percentages, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the Contractor damages suffered by such MBE/WB Entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the Contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney' fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such MBE/WBE entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a Contractor and an MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the Contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation

contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Penalty for Failure to Meet MBE/WBE Commitments

In accordance with Article IV Section 2-92-445 of the Municipal Code of Chicago, in the event a Contractor fails to meet its overall MBE/WBE commitment on a specific contract, a penalty may be assessed.

XII. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XIII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago

Department of Procurement Services
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 S. State Street, Suite 320
Chicago, IL 60604

General Information, Department of Procurement Services: www.cityofchicago.org

General Information, Department of Procurement Services: www.cityofchicago.org/procurement

Information on MBE/WBE availability in the manufacturing, sales or supplies and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone#:(312)755-8880
Fax #: (312) 755-8890

SCHEDULE C-3

MBE/WBE to Perform as Subcontractor/Subconsultant
Task Order Contracts

Contract #: _____ **Project #:** _____

Project Description: _____

_____

From: _____
(Name of Subcontractor)

Please check one: MBE: [ ] WBE: [ ] Non - M/WBE: [ ]

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

_____

_____

The above described performance is offered for the following price and described terms of payment:

_____

_____

Sub-Subcontracting levels:

_____% of the dollar value of the MBE/WBE's subcontract will be sublet to a non-MBE/WBE firm.

_____% of the dollar value of the MBE/WBE's subcontract will be sublet to a MBE/WBE firm.

Note: On a separate sheet of paper, list the name of the firms and provide a brief explanation and description of such work that will sublet to said firms and attach it to this Schedule.

_____
(Signature of Owner or Authorized Agent)

_____
Name / Title (Print)

_____
Date

_____
Phone

SCHEDULE D-3

Compliance Plan regarding MBE/WBE Utilization

Task Order Contracts

Contract#: _____ **Project #:** _____

Project Description: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and authorized representative of
(Title of Affiant)

_____
Name of Prime Contractor

and that I have personally reviewed the material and facts set forth in and submitted with the Schedule C-3 regarding **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** to perform as subcontractor/subconsultant. All **MBE/WBE** firms included in this plan have been certified as such by the City of Chicago (current letter of certification attached).

I. Complete this section for <u>each</u> MBE/WBE participating on this Task Order.

1. Name of MBE/WBE firm: _____

   Address: _____

   Name of Contact Person/Title: _____

   Phone Number: _____

   Dollar Amount of Participation: $_____

   Percentage of Participation: _____%

   If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

   _____

2. Name of MBE/WBE: _____

Address: _____

Name of Contact Person/Title: _____

Phone Number: _____

Dollar Amount of Participation: $ _____

Percentage of Participation: _____ %

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation: $ _____

Percentage of Participation: _____ %

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone: _____

Dollar Amount of Participation: $_____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

_____

_____

_____

5. Attach additional sheets as needed.

II. **Summary of Direct MBE/WBE Proposal:**

1. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Direct Participation	$_____	_____%

2. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Direct Participation	$_____	_____%

III. **Summary of Indirect MBE/WBE Proposal:**

1. **MBE Indirect Participation**

Name of MBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Indirect Participation	$_____	_____%

2. **WBE Indirect Participation**

Name of WBE firm	Dollar Amount	Percent
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Indirect Participation	$_____	_____%

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name _____Phone Number:_____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

_____
Signature of Affiant (Date)

State of _____
County of _____

This instrument was acknowledged before me on _____(date)
by_____(name /s of person/s)
as_____(type of authority, e.g., officer, trustee, etc.)
of _____(name of party on behalf of whom instrument was executed).

(Seal)

_____
Signature of Notary Public

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____Specification No._____

Contract No. _____

Project Name: _____

STATE OF:_____)

COUNTY (CITY) OF:_____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Prime Contractor /Contractor - Prin t or Type)

_____ (_____)_____
(Address of Prime Contractor/Contractor) (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

Total MBE: $_

Total WBE: $_____

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on_____(date)

by_____(name/s of person/s)

as _____(type of authority, e.g., officer, trustee, etc.)

of_____(name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public

(Seal)

ATTACHMENT A – ASSIST AGENCY

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773)928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web:
www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives
(WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chicago, IL 60636
Phone: (312) 243-5149

Illinois Black Chamber of Commerce
331 Fulton Street, Suite 530
Peoria, IL 61602
Phone: (309) 740-4430
Fax: (309) 672-1379
www.ilbcc.org

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated
Black United Funds Bldg.
1750 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

National Organization of Minority Engineers
33 West Monroe Suite 1540
Chicago, Illinois 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Web: www.nomeonline.org

EXHIBIT 4

ONLINE ECONOMIC DISCLOSURE STATEMENT AFFIDAVIT ("EDS") CERTIFICATE OF FILING

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Submit an electronically signed, one page EDS Certificate of Filing which validates tht the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Deparment Heads. The web Address to submit your EDS and Familial Relationships Disclosure is: https://webapps.cityofchicago.org/EDSWeb

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 36356
Certificate Printed on: 01/03/2013

Date of This Filing:10/22/2012 01:25 PM
Original Filing Date:09/07/2012 03:09 PM

Disclosing Party: CBRE, Inc.
Filed by: Aaron Kulick

Title:Associate

Matter: REAL ESTATE BROKERAGE AND CONSULTING SERVICES
Applicant: CBRE, Inc.
Specification #: 96087
Contract #: 26094

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 5

LIST OF KEY PERSONNEL

Category(s): Brokerage & Consulting

COMPANY NAME: CBRE, Inc.

For each Key Personnel committed to this project provide information below as requested per Section 3.03.

1. **Name: Peter Livaditis**

Title: Executive Vice President

Role: Account Manager / Brokerage Lead

2. **Name: Chris Connelly**

Title: Executive Managing Director - Chicago Region

Role: Head of Strategic Evaluation Team

3. **Name: Peter Larkin**

Title: Executive Vice President

Role: Consulting Lead (National Team)

4. **Name: David Justh**

Title: Executive Vice President

Role: Brokerage / Consulting Team