

**PROFESSIONAL SERVICES AGREEMENT**

**Property Redevelopment Strategic Planning and Feasibility  
Analysis Consultant Services**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF REAL ESTATE MANAGEMENT

AND

CBRE, Inc.

**CONTRACT NO. 1823-17224  
(PURCHASE ORDER NO. 70000153798)**

# PROFESSIONAL SERVICES AGREEMENT

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Exhibit 8	Economic Disclosure Statement and Execution Documents

## **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 authorization by the Cook County Board of Commissioners on June 18, 2020, as evidenced by Board Authorization letter attached hereto as EXHIBIT "7".

## **BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Oak Forest Property Redevelopment Strategic Planning & Feasibility Analysis Consultant Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

*Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Consultant agree as follows:

## **TERMS AND CONDITIONS**

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

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment 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.

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

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

**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 tables 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
Exhibit 2	Key Personnel / Organization Chart
Exhibit 3	Schedule of Compensation
Exhibit 4	Evidence of Insurance
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Identification of Subconsultants
Exhibit 7	Board Authorization
Exhibit 8	Economic Disclosure Statement and Execution Documents

**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 Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency 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.

The County acknowledges and agrees that Consultant will not be responsible for the County's tax, accounting or legal advice on any transactions or matters contemplated hereby. The County will seek any such advice from its own tax, accounting and legal advisors.

**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 Using Agency 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 2, Key Personnel / Organization Chart.

iii) **Salaries and Wages**

Consultant and Subconsultants 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 Owned 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, which are set forth in Exhibit 5. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, 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 Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

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 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	\$2,000,000
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
- Subcontractors shall maintain limits of not less than \$1,000,000 per occurrence with the same terms in this section.

(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 of \$1,000,000 per accident.

(d) **Professional Errors and Omissions 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 \$1,000,000. Subcontractors performing professional services for the Consultant must maintain limits of not less than \$1,000,000 with the same terms in this section.

(a) The retroactive coverage date shall be no later than the effective date of this contract.

(b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall include Cook County, its officials, employees and agents as additional insureds with respect to Consultant's negligence in connection with operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. In no event shall Consultant's insurance respond to claims based on Cook County's sole negligence or willful misconduct. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed by the Illinois Department of Insurance or eligible to transact insurance in the 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 approval 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 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 Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly from or attributable to any third party claims to the extent attributable to the negligent acts or omissions of the officers, agents, employees, or subconsultants of the Consultant. Consultant will not be liable for any loss, damage or claim arising out of any erroneous or incomplete data provided by the County. The County acknowledges and agrees that the County will decide whether or not to implement any recommendations or advice given by Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided. Neither Party shall be liable for consequential or punitive damages.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party except as required by law, court order, or other legal process. In addition, Consultant may disclose Confidential Information (i) required for compliance with laws or the requirements of national securities exchanges, (ii) for purposes of internal assessment and review, (iii) in any action to enforce the provisions of this Agreement, (iv) in any action involving claims by or against persons or entities that are not Parties, (v) as required by applicable law or legal process, or (vi) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

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

Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, know-how and other intellectual capital that Consultant has developed, created or acquired prior to, during or after the Term ("Consultant's Intellectual Capital") shall remain the exclusive proprietary property of Consultant, and the County shall not acquire any right, claim, title or interest in or to any of Consultant's Intellectual Capital. The County shall receive no ownership of or right to any of Consultant's working papers or manuals. Performance of the Services by Consultant shall not be deemed to be a prohibition of, or interfere with, Consultant's provision of similar services to third parties, provided that Consultant in so doing does not use or disclose any Confidential Information of the County.



**i) Patents, Copyrights and Licenses**

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

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

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

**j) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any non-proprietary books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. Such audits shall be conducted during normal business hours, and with reasonable prior notice to Consultant. The audit shall not unreasonably interfere with the conduct of Consultant's business and shall be conducted subject to the restrictions contained herein with respect to Consultant's confidential information and applicable privacy laws and limitations. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such

Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

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

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form (“ISF”). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

**1) Professional Social Services**

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

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

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

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on April 1, 2020 ("**Effective Date**") and continue March 31, 2022 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 nor 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 renew this Agreement for **two** 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 3 for the successful completion of services.

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

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

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

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

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant

with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 3, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 3 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

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

**g) Consultant Credits**

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

**ARTICLE 6) DISPUTES**

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

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

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

## ARTICLE 8) SPECIAL CONDITIONS

### a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has 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 affect 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**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

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

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;

- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) 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) **Contract Amendments**

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

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



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

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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 Using Agency 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 Consultant**

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 Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant 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.
- iv) 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.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**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 Department of Real Estate Management  
                                  69 W. Washington, Suite 3000  
                                  Chicago, Illinois 60602  
                                  Attention: 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.  
321 North Clark Street, 34th Floor  
Chicago, IL 60654  
Attention: Mr. Andrew Norman

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.

**EXHIBIT 1**

**Scope of Services**

## 1.1 Scope of Services

The Cook County Real Estate Asset Strategic Realignment Plan (REASRP) found that the Oak Forest Campus is vastly underutilized; its buildings are expensive to operate and in need of costly repairs; and that the majority of buildings that were designed for healthcare use do not reflect current healthcare designs. The REASRP recommended the consolidation of uses and decommissioning of excess buildings and land.

1.1.1 As a result of the REASRP's recommendations, the Consultant shall develop a property redevelopment strategic plan and feasibility analysis, which accomplishes four (4) purposes:

1. Sets out a strategy to preserve flexibility for future County Core Needs;
2. Identifies excess real estate available for development that enhances the Campus, minimizes costs, integrates environmental sustainability into qualifying projects and provides a source of revenue (Development); and
3. Identifies buildings for demolition.
4. Sets forth the needs of the users and structures set to remain.

This Plan shall develop principles and identify key strategies that will guide future Campus development and will include recommendations to present to the County on whether property should be partially retained or sold, based on fiscal impact, carrying costs and/or redevelopment potential. It will not authorize any specific capital expenditures. The Consultant will be responsible for producing plans that are consistent with all local, state and federal requirements. The REASRP will be used as a baseline to the extent feasible. The analysis must address County owned or controlled assets including property, facilities, roadways, utilities and other infrastructure, natural resources, and capital equipment as well as future needs of the user agencies that may remain on the Campus [i.e. DSHEM may have a future need for a Heliport near the Emergency Operations Center ("EOC")]. The analysis must also set forth strategies to attract established companies and foster creation of new companies in emerging business sectors; and attract individuals and institutional investors to support the growth and development of these companies.

The Consultant must establish indicators to measure progress toward the County's goal and objectives; incorporate those goals and objectives into the development of the Plan; implement sustainable suburban development principles and strategies; and balance financial risk and return among private and public investors, while generating positive return to the County on its initial investment.

### 1.2.1 Review of Available Documents and Data

The Consultant shall review documents and data including, but not limited to, those identified below:

1. REASRP as it pertains to Oak Forest.
2. Facility conditions assessment for all County owned structures on the Campus.
3. Documents related to County owned or controlled assets including property, facilities, roadways, utilities and other infrastructure, natural resources, and capital equipment.
4. Documents pertaining to DHSEM remaining on site. \*
5. Cook County Forest Preserve District's Oak Forest Heritage Preserve Master Plan and Vision and any other plans for the area including the Forest Preserve District's desire to maintain the existing Oak Savannah portion of the Campus as well as desire to provide greater access/exposure to their Heritage Preserve.
6. Local ordinances and plans for adjacent sites. \*
7. Cook County Zoning Ordinance to determine/understand current zoning on Campus.
8. Cook County's Long-Range Transportation Plan, Partnering for Prosperity: An Economic Development Action Agenda, Planning for Progress, Planning for Growth and Jobs in Cook

County South Suburbs Phase 1 on the county website:  
<https://www.cookcountyil.gov/service/connecting-cook-county-long-range-transportation-plan>

*\*Note to Item 4: Confidentiality may be required and process for securitization of confidential information must be detailed.*

*\*Note to Item 6: Please consider that the City of Oak Forest is adjacent to the Oak Forest Campus and as noted in the RFP, the City looks favorably on the Annexation of this site.*

The Consultant shall also identify information and analysis gaps and outreach to additional organizations for additional documents and data as may be required to conduct the necessary due diligence and create a summary of existing conditions.

The consultant will consider existing documents, reports, surveys, building assessments all in the context of the project and the county's goals and objectives. The baseline assumptions will be developed considering highest and best use of the property with the best impact for the citizens of Cook County—creating a vision for Oak Forest Campus that integrates environmental sustainability, furthers community objectives, and is economically optimal for the county. The Establishment of Baseline Information and Objectives will be (undertaken in) month 1.

The County and the Consultant have mutually agreed that no additional work will be performed by the County in relation to the review of data. Instead, the Consultant will build upon the work performed by the County to-date that remains relevant to the assignment.

### **1.2.2 Market Analysis**

As part of its Plan, the Consultant shall create a market analysis. The goal of this analysis is to consider all factors affecting marketability of the property. The consultant team will draw upon the company's extensive database and knowledge of real estate transactions and trends to fully document characteristics of the real estate market in the southwest suburbs, focusing in particular on the submarkets including and surrounding the Oak Forest Campus. Data to be collected includes occupancy levels, construction costs, lease rates, cap rates, absorption volumes, and other metrics that illustrate the potential economics of new development among land use sectors.

A second element of the analysis will be to understand the local supply and demand for discrete market sectors in order to identify opportunities to fill underserved market needs. For this part of the analysis, the consultant will partner with Applied Real Estate Analysis (AREA). AREA will prepare demographic trends analyses for Oak Forest and adjacent communities that will form the basis of the demand analysis for housing and retail goods and services. This will include analyses of trends in household size and configuration, household incomes, and population age profiles. Household income data will be used to develop housing price ranges for households moving into the area and estimates of retail expenditure potential will be developed to assess the potential demand for various categories of retail goods and services.

The demand analysis will then be compared to broad inventories of the competitive supply of housing retail establishments within the area. Similar demand and supply analyses will be prepared for other land uses that are not well represented in the area and would potentially be able to benefit for the site's location, which may include destination entertainment, recreation, hospitality, and other uses.

### **1.2.3 Community Engagement**

The Consultant shall develop an outreach strategy which shall engage the community as part of the development of its Plan. Community Engagement should include coordination with the community, stakeholders, institutions, and affected Cook County Commissioners. The Consultant shall conduct a “charrette” style workshop. Elements of involvement to consider include conducting focus groups and establishing goals of conceptual plans for redevelopment as well as consideration of environmentally sustainable projects and renewable energy sources.

The Consultant shall hold an initial meeting to determine what the full community engagement process should be comprised of. This initial meeting should be conducted early in the project, though after a degree of market data is collected such that the discussion can be guided by market realities. The initial community meeting would include a brief presentation to introduce the process and early factual findings, followed by breakout sessions that include topics like sustainability, land use, density, community infrastructure and neighborhood economics.

This initial meeting should be followed by the establishment of the full plan for Community Engagement, which may include conducting focus groups to include the residents of the Village and surrounding communities to establish campus development goals as well as consideration of environmentally sustainable projects and renewable energy sources. Additionally, if necessary, the County will work with the consultant to establish goals of affordable, mixed and desired future housing mix.

The overall plan for Community Engagement will be directed by the County. As mutually agreed upon by the Consultant and County, modest changes to the community engagement plan will be absorbed into the proposed budget. For more material changes, an appropriate budget and/or schedule modification must be mutually agreed upon between the Consultant and the County.

### **1.2.4 Plan Goals / Objectives**

The Consultant shall address the following goals / objectives in its Plan:

1. Setting out a strategy to preserve flexibility for future County core uses and needs.
2. Incorporation of the County’s goals and objectives into the development of a Plan.
3. Identification of buildings for demolition.
4. Identification of excess real estate available for highest and best-use development that enhances the Campus and provides a source of revenue through Market Rate Development.
5. Implementation of sustainable suburban development principles and strategies.
6. Allow for a  $\geq 2$ -Megawatt community solar development.
7. Address the sub-terrain elements of the site including tunnels, foundations and possible existing burial sites.
8. Conduct due diligence regarding prior users, conditions and approvals that could hamper the Campus redevelopment, including physical limitations and identifying the need for, and coordinating, further study to determine the presence of environmental contamination.
9. Take into consideration P3/alternative funding structure.

The Consultant shall account for the space needs for the Department of Homeland Security and re-confirm the assumption that this Department shall remain in place. This will be documented with Homeland Security staff so any long-term facility requirements to reflect DHS needs are reflected in redevelopment concepts. Additionally, alternative scenarios for the future use of the Oak Forest Campus will maintain necessary flexibility to preserve the possibility of accommodating future County needs on the site, if warranted.



The Consultant will take a tiered approach to identifying demolition candidates. First and early in the assignment, the Consultant will identify buildings for which there is clearly no feasible reuse due to physical conditions and/or outdated configuration, as determined through physical inspections and discussions with County facilities professionals. This will help establish a baseline land planning slate. A second tier of buildings recommended for demolition will result from the market analysis and land planning exercises if and when it becomes clear that no feasible market reuse for the buildings exists.

The Consultant will evaluate the physical conditions of the Campus, boundary conditions, adjacent land use patterns, and connectivity with surrounding communities to identify Campus sub-areas that are most suitable to near-term, mid-term, and long-term market development. This exercise will dovetail with gaining a complete understanding of the ongoing needs of the Department of Homeland Security and any other identified County asset preservation.

Additionally, the Consultant will conduct prior use due diligence of the campus, and will work with the larger team to identify any physical constraints or limitations for which accommodations should be made in conceptual planning for the site, including, but not limited to, subsurface conditions, tunnels and foundations, to the extent such conditions are observable and/or documented. The Consultant will further provide civil engineering support for conceptual planning, as well as high-level scope assumptions related to infrastructure and utility issues to support order-of-magnitude budgeting. The team will further assess the potential impact of possible burial sites on approvals and conditions that frame site developability.

If and as necessary, based on the level of environmental investigation the County has already performed, the team is prepared to procure a Phase 1 Environmental Assessment as an Other Direct Cost if needed to further document potential environmental issues.

In its Redevelopment Plan Alternatives, the team will address the implementation of sustainable suburban development principles and strategies.

### **1.2.5 Redevelopment Plan Alternatives**

The Consultant shall identify redevelopment plan alternatives. This may include but is not limited to the following:

1. Conduct land use analysis to determine highest and best use of the Campus.
2. Preparation of recommendations to present to the County on whether property should be partially retained or sold, based on fiscal impact, carrying costs and/or redevelopment potential.
3. Identification of the most likely community, economic and sustainable alternative Plan scenarios.
4. Sustainable site planning, urban design and development principles.
5. Identification of key strategies that will guide future development, including capital program development.
6. Identification of critical short-term programmatic/redevelopment priorities.
7. Establishment of specific priority locations for phases of development.
8. Drafting of viable redevelopment scenarios and site plans.
9. Production of scenarios consistent with all local, state and federal requirements.
10. Addressing County-owned or controlled assets including property, facilities, roadways, utilities and other infrastructure, natural resources, and capital equipment.
11. Creating development concept plans that integrate public and private components of the project and financial analysis for the concepts.
12. The foregoing tasks will result in a top line road map to guide core needs and commercial enhancements including any recommendation for annexation.

The Consultant will produce at least three (3) redevelopment scenarios and plans, in the framework of sustainable development principles. The team will first synthesize the research inputs and framework developed during the initial stages of the assignment, including market analysis, land-use analysis, existing building physical condition assessments and redevelopment principles, to prepare guidance for a redevelopment charrette with the Working Group. At the conclusion of the charrette, the team will create at least three alternative redevelopment plans and provide a high-level evaluation of each in the context of County objectives and identified redevelopment principles. Additionally, the conceptual plans should consider the County's goal of 80% greenhouse gas emission by 2050 and potential for qualifying environmental sustainability projects

The Consultant will use the LEED for Neighborhood Development system as a framework for comprehensively analyzing the sustainable redevelopment opportunities and challenges. Regardless of whether the redevelopment project utilizes the LEED ND rating system, LEED ND provides a useful guide for addressing sustainability in a multi-faceted way. The team will look at many aspects of sustainability including, but not limited to, site environmental issues, transportation issues, walkable communities, mixed-use land planning, storm water management, building energy use, adaptive reuse, solar orientation, and renewable energy. Initial Plan Alternatives should be created in months 3-5.

The Consultant will perform a multimodal assessment of the campus to establish current conditions and identify any planned or programmed improvements of the County, State or regional agencies. The assessment will include an operational analysis of the current intersections that provide access to the campus. This assessment will inform the planning of redevelopment alternatives to ensure that adequate access to the campus is maintained, efficient circulation is planned, public transit services are directly reached, pedestrian and bicycle system connections are provided, parking area(s) are well-located, and general safety of the internal transportation system is maximized with guiding design principals. This Access and Traffic Evaluation should take place in months 3-5.

Additionally, internally developed as well as other industry standard tools will be utilized to validate, predict and verify photovoltaic solar potential and business case. Deliverable: Solar feasibility study, which will take place in months 3-5.

The Consultant will complete Order of magnitude estimates following the documentation of the conceptual redevelopment program scope. Data sources drawn upon will include an in-house K-12 Cost Connect Database, Sage Timberline Cost Estimating, and RS Means Online. The Consultant's techniques will include the estimator's experience and judgment, historical values and charts resulting from the company's Knowledge Database and applying "factor" estimating. This will involve taking the cost of a similar facility and factoring the cost for size, place, and time.

The Consultant will create conceptual development pro formas for each identified development scenario. Inputs for the pro formas will include order of magnitude costs estimated by the team, as well as current market assumptions related to development timeframes and phasing, projected rents and market returns. Among the outputs of the financial modelling will be the residual value, in the form of land value, ground rents, or other participatory value, likely to accrue to the County from each development scenario. This Budget and Financial Evaluation should take place in months 4-6. The foregoing market studies and assumptions, budget estimates, development pro formas and other financial modelling will accompany each conceptual redevelopment scenario to illustrate the feasibility of each concept.

The Consultant will complete an Economic Impact Study in months 4-6. The economic and social impacts of use options will be key considerations that will be evaluated throughout the creation of redevelopment plan scenarios. The economic impact study will reflect the costs and financing recommendations set forth for each of the conceptual plans above, including private investment, social impact investment and grant funding as well as private funding opportunities and environmental sustainability projects. The relative cost and financing feasibility for each scenario will weigh heavily in the development of the preferred development strategy. This information will then be used in preparing a formal impact study on the final preferred feasible concept. The study will include an estimate of construction and permanent jobs that would be created as well as the dollar value of the economic impact the development would have on the county. These estimates will be developed using an input-output model focused on Cook County. The study will also include an estimate of the taxes the preferred concept would generate were it fully developed.

Deliverable: At least three alternative conceptual redevelopment plans, associated conceptual budgets, financial analyses, economic impact summaries, and other support documents, which will result in a top line road map to guide core needs and commercial enhancements.

***The Implementation Strategy and Action Plan*** should take place in months 6-7. The following shall be addressed:

1. Maximizing value and return
2. Mitigating risk
3. Creating long-term sustainability
4. Incorporating flexibility to respond to market changes
5. Incorporating legacy and mission-based goals
6. Providing for tangible community engagement and benefits

Relevant alternative structuring and funding scenarios should be tested against redevelopment concepts, with opportunities and risks of each identified and reviewed with County staff.

The evaluation of funding alternatives should identify key capital investments needed to prepare the campus for redevelopment and/or catalyze the market. The implementation plan should include a multi-year action plan starting with the creation of relevant P3 partnerships, market engagement strategies, and phased capital expenditure recommendations.

The Consultant shall support presentations of the preferred redevelopment concept and action plan, as requested by County staff, to County leadership and other key stakeholders.

Deliverables: An implementation strategy and action plan that is applicable either to the three redevelopment concept plans or to a single preferred redevelopment concept if one is selected. including alternative transaction structuring and funding strategies, and implementation steps

### **1.2.6 Plan Modifications**

The Consultant shall work with the County to modify the Strategic Redevelopment Plan based upon the results of the Market Analysis and Feasibility Analysis.

### **1.2.7 Deliverables**

The Consultant shall provide a draft and final version of the redevelopment scenario and feasibility analysis with at least three plan alternatives provided to DREM. The documents should be made available for use in the subsequent RFP for selection of a development team and will include attachments for said RFP. The County will require documents such as these to be transferred to DREM via five bound hard copies and five USB electronic copies prior to project closeout. Electronic copies of the documents shall be in Microsoft Word and PDF electronic files, and any back-up analytical files in Microsoft Excel or other compatible program. Any software programs used for market analysis, spatial planning or scenario building should be discussed with DREM with respect to accessibility and use in plan updates.

1. Deliverable: Conceptual Redevelopment Framework Summary.
2. Documentation of objectives, assumptions, existing condition considerations, market analysis conclusions, and community input.
3. Deliverable: Solar feasibility study that employs industry standard tools that enable the consultant to investigate size, output, energy and cost savings, potential carbon reduction, and various financing options and structures for the inclusion of photovoltaic systems throughout the site.
4. Deliverable: At least three alternative conceptual redevelopment plans, associated conceptual budgets, financial analyses, economic impact summaries, and other support documents.
5. Deliverable: Preferred redevelopment concept plan with order of magnitude budget, economic impact study, alternative transaction structuring and funding strategies, and implementation steps.
6. Detailed feasibility report

### **Monthly Reporting**

The consultant shall provide the Owner with monthly written progress reports of the previous month, in such form as may reasonably agreed upon between Owner and Consultant, on the status of all consultant work for such phase including work included by sub-consultants, and status of schedule for such Phase, including any amendments thereto. Owner and Consultant shall agree upon the format for such reporting.

### **Additional Consulting Services**

1. As necessary, the consultant shall provide consulting services regarding the redevelopment scenarios presented by the Consultant in preparation of an RFP for development selection.
2. Assist DREM staff with reviewing Requests for Proposals that may be issued by the County, as well as provide support in negotiating development contracts for specific plans.
3. Provide ongoing expertise, advice and analysis on redevelopment questions and issues that arise.
4. Provide assistance as requested to assess and make recommendations concerning the County's position and negotiations with potential development partners.

### **Additional Services | Marketing, Proposal Review and Transaction Execution**

1. CBRE will provide assistance with/ support the County in developing strategies to effectively reach developers and investors that are most qualified and likely to be motivated by the opportunity to redevelop the Oak Forest Campus. CBRE will further support the County in any and all aspects of marketing and transaction execution, including:
  2. RFQ and RFP creation
  3. Pre-qualification of developers
  4. Marketing tools and solicitation
  5. Proposal evaluation
  6. Negotiation
  7. Term-sheet development and short-listing
  8. Proposal enhancements

9. Transaction structuring
10. Developer(s) selection
11. Support for presentations to County officials, community groups, and other stakeholders
12. Support to the County's legal team in fully documenting transactions and ensuring negotiated deal points are consistently reflected
13. Media and ongoing community strategy
14. Implementation oversight
15. Other real estate and related services as requested by the County

## EXHIBIT 2

### Key Personnel / Organization Chart



COOK COUNTY DEPARTMENT OF REAL ESTATE MANAGEMENT



**ROBERT WISLOW**

Executive Advisor

LEADERSHIP TEAM



**HANSEL WHITEURST**

McKissack & McKissack



**ANDREW NORMAN**

CBRE - Project Co-Manager  
Development Economics, Market  
Engagement Strategy



**SUZANNE KAHLE**

CBRE - Project Co-Manager  
Physical Conditions,  
Development Concepts



**JACKIE KOO**

KOO LLC



**CBRE**

Development Economics,  
Transaction Structuring,  
Market Engagement

**DOUG MAIN**

Executive Vice President

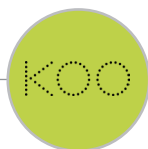
**MATT ISHIKAWA**

Senior Vice President



**AREA**

Market Analysis,  
Economic Impact



**KOO**

Land-Use Planning,  
Development Concepts,  
Community Engagement,  
Sustainability



**ARDMORE  
RODERICK**

Civil Engineering,  
Subsurface Issues



**KLOA**

Traffic



**MCKISSACK &  
MCKISSACK**

Budgeting,  
Community Engagement



**AFFILIATED  
ENGINEERS**

Solar Feasibility

**CBRE | ANDREW NORMAN**



**Title** Senior Director  
**Company** CBRE  
**Address** 321 N. Clark Street, Suite 3400  
 Chicago, IL 60654  
**Telephone** +1 248 594 5540  
**Email** andrew.norman@cbre.com  
**Project Role** Land use planning support, financial analyses and transaction structuring guidance, as well as marketing and proposal evaluation advisory  
  
**Core Competencies\*** Urban land use and zoning, economic development and public-private transaction structuring, development feasibility, commercial real estate brokerage, development incentives  
  
**Time Commitment** 5%

**Experience**

**Company** CBRE  
**Title** Senior Director  
**Year Span** 2014–present  
**Responsibilities/Achievements** Commercial real estate strategies, development, and transaction advisory services for institutions, corporations, nonprofits and public agencies.

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**Company** U.S. Equities Realty  
**Title** Vice President  
**Year Span** 2004–2014  
**Responsibilities/Achievements** Commercial real estate and development advisory services for corporate, municipal, institutional and nonprofit clients



**CBRE | ANDREW NORMAN (CONT.)**

<b>Company</b>	U.S. Equities Realty
<b>Title</b>	Senior Development Manager
<b>Year Span</b>	2000–2004
<b>Responsibilities/Achievements</b>	Senior Development Manager for 1 million-square-foot mixed-use project, including Compuware Corporation’s international headquarters, in downtown Detroit
<b>Company</b>	City of Chicago
<b>Title</b>	Deputy Commissioner, Department of Planning and Development
<b>Year Span</b>	1997–2000
<b>Responsibilities/Achievements</b>	Economic and neighborhood development initiatives, tax increment financing and public-private development partnerships
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<b>Company</b>	City of Chicago
<b>Title</b>	City Planner
<b>Year Span</b>	1988–1997
<b>Responsibilities/Achievements</b>	Economic development, zoning and land use initiatives, public-private redevelopment and City land sale negotiated agreements

**Education**

University of Illinois at Chicago, Master of Urban Planning and Development, Urban Planning, economics and public policy, 1990

University of Illinois at Urbana–Champaign, Bachelor of Arts, Economics and Political Science, 1988

**Key Projects**

**Sue Gin Estate, Chicago**

- Spearheaded real estate portfolio strategy, marketing, developer engagement and transaction execution for multi-property holdings of the estate of Sue Ling Gin
- Resulted in the sale of the 52-acre Midway Business Center, 200,000 square feet of historic buildings and a 26,000-square-foot land site in the West Loop

**CBRE | ANDREW NORMAN (CONT.)**

**Sinai Health System, Chicago**

- Developed facilities and real estate strategy for health system repositioning and adjacent neighborhood development
- Facilitated a partnership for 300 units of mixed-income housing, creating a three-party public-private land transaction
- Secured \$31 million in Tax Increment financing for facility investment

**Lurie Children’s Hospital, Chicago**

- Performed replacement hospital site search evaluation and transaction
- Conducted the marketing, negotiation, community process
- Orchestrated the sale of the former six-acre hospital campus in Chicago’s Lincoln Park neighborhood

**References**

<b>Name</b>	Patrick M. Magoon
<b>Title</b>	President and Chief Executive Officer
<b>Organization</b>	Ann & Robert H. Lurie Children’s Hospital of Chicago
<b>Street Address</b>	225 East Chicago Avenue, Box 1
<b>City, State ZIP</b>	Chicago, IL 60611
<b>Telephone</b>	+1 312 227 4350
<b>Email</b>	pmagoon@luriechildrens.org

<b>Name</b>	Karen C. Teitelbaum
<b>Title</b>	President and Chief Executive Officer
<b>Organization</b>	Sinai Health System
<b>Street Address</b>	California Avenue at 15th Street
<b>City, State ZIP</b>	Chicago, IL 60608-1797
<b>Telephone</b>	+1 773 257 5322
<b>Email</b>	karen.teitelbaum@sinai.org

**CBRE | ANDREW NORMAN (CONT.)**

<b>Name</b>	Norman R. Bobins
<b>Title</b>	Chairman
<b>Organization</b>	The PrivateBank
<b>Street Address</b>	70 W. Madison Street, Ninth Floor
<b>City, State ZIP</b>	Chicago, IL 60602
<b>Telephone</b>	+1 312 564 1616
<b>Email</b>	norm@bobins.net

CBRE | SUZANNE KAHLE



**Title** Director, Development Management Services  
**Company** CBRE  
**Company Address** 20 N. Michigan Avenue, Chicago, IL 60602  
**Telephone** +1 312 456 7017  
**Email** [suzanne.kahle@cbre.com](mailto:suzanne.kahle@cbre.com)  
**Project Role** Primary team liaison for the County, and will focus on existing conditions, market assessments, and conceptual plan development

**Core Competencies** Urban/land use planning, strategic redevelopment planning  
**Time Commitment** 20%

Experience

**Company** CBRE  
**Title** Director, Development Management Services  
**Year Span** 2014–present  
**Responsibilities/Achievements** Development management team leadership for projects including Cook County Health and Hospital’s Central Campus Health Center, Bernard Zell Anshe Emet Day School and Conrad hotel conversion (see Key Projects)

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**Company** U.S. Equities Realty  
**Title** Vice President  
**Year Span** 1997–2014 (merger with CBRE)  
**Responsibilities/Achievements** Direction of 15-firm, multi-disciplinary team for Cook County Real Estate Asset Strategic Realignment Project  
 Development management of a new facilities for the University of Chicago and Fourth Presbyterian Church of Chicago (see Key Projects)

**CBRE | SUZANNE KAHLE (CONT.)**

<b>Company</b>	ICF Kaiser Engineers
<b>Title</b>	Planner
<b>Year Span</b>	1995–1997
<b>Responsibilities/ Achievements</b>	Planning management of Metra South Suburban Commuter Rail Feasibility Study (see Key Projects)

**Education**

University of Illinois-Chicago, Master of Urban Planning and Development  
 Tufts University, Bachelor of Arts in History

**Credentials, Affiliations & Achievements**

LEED Accredited Professional BD+C  
 Urban Land Institute  
 Lambda Alpha

**Key Projects**

**Cook County Health and Hospital’s Central Campus Health Center, Chicago**

- Directing the development team for this Stroger Hospital Campus project
- Leading the programming, design and construction phases for a new 280,000-square-foot, \$108.5 million clinic and administrative office building

**Bernard Zell Anshe Emet Day School New Addition, Chicago**

- Coordinating enabling, planning and implementation
- Facilitating budget, schedule, program, design and stakeholder involvement, making the missions and vision a reality for the Chicago school

**Conrad Hilton/101 E. Erie Hotel Conversion, Chicago**

- Managed development, schedule and budget
- Coordinated the design and construction team in redeveloping a 1983 office building into a \$133 million, 287-room five-star luxury for Geller Investment Company

**Cook County Real Estate Asset Strategic Realignment Project, Chicago**

- Directed a large multi-disciplinary project team of 15 firms
- Reported directly to County leadership, as the key point of contact through all project components including facility assessment, space use investigation, strategic analysis and recommendations for an 18+ million-square-foot portfolio of office, hospital, detention facilities and courthouses owned or occupied by Cook County

**CBRE | SUZANNE KAHLE (CONT.)**

- Identified 10-year cost savings of more than \$190 million in consolidations, efficient building use and operational saving
- Presented the strategic recommendations to President Toni Preckwinkle, County Commissioners and elected officials
- Initiated implementation of top recommendations

**Fourth Presbyterian Church Gratz Center, Chicago**

- Managed development, including design and construction of the 80,000-square-foot LEED Silver facility connected to the historically significant Michigan Avenue Church
- Oversaw day-to-day management of a design and construction team, \$42 million budget, schedule and project communication with the owner, congregation and neighborhood groups

**University of Chicago's Logan Center for Creative and Performing Arts, Chicago**

- Directed preconstruction, enabling and permitting of the 150,000-square-foot LEED Silver facility for theater, dance and visual arts designed by Tod Williams and Billie Tsien Architects
- Managed the design and construction team and procured direct contracts for the University, including the first solar panel installation to be installed at the University

**University of Chicago South Campus Residence Hall and Dining Facility, Chicago**

- Directed design, permit acquisition and construction activities for a \$170 million, an 811-bed facility and 525-seat dining hall
- Managed budget and schedule
- Coordinated value engineering
- Facilitated project goals of constituents including the Facilities Services, Campus Life and Student Services, and the President's Office

**Metra South Suburban Commuter Rail Feasibility Study, Metro Chicago**

- Acted as Planning Manager
- Assessed economic and land-use impacts of new commuter rail on Chicago's south suburbs
- Developed an evaluation matrix for qualitative and quantitative comparison of corridor alignments
- Managed IDOT Park-n-Ride/Park-n-Pool Study
- Identified existing methods of lot location and site selection criteria

CBRE | SUZANNE KAHLE (CONT.)

References

Name	John Cooke
Title	Regional Commissioner
Organization	U.S. General Services Administration
Street Address	230 S. Dearborn Street, Suite 218
City, State ZIP	Chicago, IL 60606
Telephone	+1 312 353 5572
Email	john.cooke@gsa.gov

Name	Katie Callow Wright
Title	Associate VP & Chief of Staff
Organization	University of Chicago
Street Address	Office of the President Edward H. Levi Hall 5801 S. Ellis Avenue
City, State ZIP	Chicago, IL 60637
Telephone	+1 773 795 3361
Email	ccallow@uchicago.edu

Name	Martin Sherrod
Title	Director of Operations
Organization	Fourth Presbyterian Church
Street Address	126 E. Chestnut Street
City, State ZIP	Chicago, IL 60611
Telephone	+1 312 274 3818
Email	msherrod@fourthchurch.org

## ROBERT A. WISLOW



	Overall executive guidance and support for communications and presentations with County leadership as appropriate
<b>Core Competencies</b>	Highest and best use analysis, urban/land use planning, strategic redevelopment planning, scenario analysis, forecasting and suitability analysis, feasibility/market analysis, fiscal impact analysis, environmental sustainability planning, community outreach to stakeholders
<b>Time Commitment</b>	5%

## Experience

<b>Company</b>	CBRE
<b>Title</b>	Chairman, CBRE Chicago
<b>Year Span</b>	2014–2019
<b>Responsibilities/Achievements</b>	During his career, Wislow has participated in real estate transactions valued at more than \$4 billion, including more than 5 million square feet of office and retail leases and more than 8 million square feet of developments.
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<b>Title</b>	Chairman
<b>Year Span</b>	1978–2014
<b>Responsibilities/Achievements</b>	Co-founded U.S. Equities Realty, a full-service commercial real estate firm that grew to become Chicago's largest privately owned commercial real estate firm with over 550 employees. U.S. Equities represented clients and worked on projects throughout the U.S. and Latin America. As Chairman, Bob spearheaded the company's development; played an active role in significant development, management, leasing and consulting engagements; and provided oversight for major assignments.



## ROBERT A. WISLOW (CONT.)

<b>Title</b>	Executive Vice President
<b>Year Span</b>	1976–1978
<b>Responsibilities/ Achievements</b>	Established U.S. operations for the Swiss real estate investment and development organization.

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<b>Company</b>	LaSalle Partners
<b>Title</b>	Co-founder, Executive Vice President and Managing Partner
<b>Year Span</b>	1968–1976
<b>Responsibilities/ Achievements</b>	Managed agent leasing, marketing and corporate relocation activities and was involved in all stages of office building development, leasing and management for prestigious suburban Chicago office complexes. Served on the boards of directors for LaSalle Partners and its holding company.

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<b>Company</b>	IBM
<b>Title</b>	Sales Executive
<b>Year Span</b>	1969 - 1971
<b>Responsibilities/ Achievements</b>	Led local branch in sales.

## Education

North Central College

## Credentials, Affiliations & Achievements

### Achievements

Urban Land Institute Lifetime Achievement Award, 2006

Friends of the Park Award, 2004

NAIOP Chicago Awards for Excellence, 2011,

DePaul University Outstanding Leadership in the Real Estate Profession Award, 2014

Chicago Architecture Foundation Legacy Award, 2016

Chicagoland Chamber of Commerce Roper Award, 2016

AJC Civic Leadership Award, 2016

## ROBERT A. WISLOW (CONT.)

### Affiliations

The Chicago Public Library Foundation — Chairman  
Columbia College Chicago — Executive Committee/Chairman Real Estate Committee  
Civic Consulting Alliance — Board Member and Chairman of the Nominating Committee  
Museum of Contemporary Photography — Chairman  
Michigan Avenue Streetscape Association == Co-Chairman  
Rush University — Vice Chairman, Board of Governors  
Rush University Medical Center — Trustee  
After School Matters — Board Member  
Chicago Symphony Orchestra — Board Member  
Green Ribbon Committee — Board Member  
Commercial Club of Chicago  
Civic Committee  
Economic Club of Chicago  
North Central College — Former Chairman, Board of Trustees  
Marwen Foundation for the Arts — Founding Board Member  
Sculpture Chicago — Founding Chairman  
Chicagoland Chamber of Commerce — Former Chairman  
Chicago Development Council — Former Chairman  
Mies van der Rohe Society — Former Vice Chairman

### Key Projects

- Millennium Park donor-funded enhancements, Chicago, 2004
- Harold Washington Library Center, Chicago, 1991
- David Logan Arts Center, Chicago, 2012

**ROBERT A. WISLOW (CONT.)**

**References**

Name	Bruce Clinton
Title	Chairman
Organization	The Clinton Companies
Street Address	5824 S. Nashville Ave.
City, State ZIP	Chicago, Il 60638
Telephone	+1 303 582 3404
Email	bruce@theclintoncompanies.com

Name	Al Lerner
Title	CEO
Organization	Illinois State Medical Society
Street Address	20 N Michigan Ave, Suite 700
City, State ZIP	Chicago, IL 60602
Telephone	+1 312 580 2412
Email	lerner@isms.org

Name	Iain Finnegan
Title	Director
Organization	Wilton Commercial Real Estate
Street Address	Barclay House, Pembroke Place
City, State ZIP	Dublin 2, Ireland
Telephone	+353 862 57 8384
Email	lfinnegan40@gmail.com



## HANSEL WHITEURST

Vice President, Midwest Region



Mr. Whiteurst has more than 30 years of management and leadership experience supporting construction and management services for a wide variety of projects in the Chicago region and across the country, including healthcare, municipal, hospitality, K-12 public schools, aviation, higher education, sports and residential.

He has managed projects for various municipalities including Cook County, DuPage County, Kane County, and the City of Chicago performing oversight of the construction for new, modernization, adaptive reuse and renovation of public facilities. As a senior executive, he provides executive leadership for all aspects of the project/program and ensures successful performance and coordination of the team and execution of the client's goals. He has spent several years with two of the largest global construction companies and has served on projects in a variety of roles, including project executive, superintendent, project engineer, project manager, budget and cost manager. Mr. Whiteurst is experienced in all aspects of the real estate, development design and construction processes on large-scale public and public/private-funded endeavors. He has made his mark with clients and staff by assuming responsibility for very complex and challenging projects. His leadership and ability to gain trust and build relationships has proven to be the key to his success. Mr. Whiteurst is a recipient of the prestigious Harlem Black Achievers Award from the Harlem YMCA in New York and Chicago Defender Men of Excellence, as well as served on many boards and organizations. He is a native of Chicago's Southside 17th Ward. Growing up, he attended Gordon Technical High School before going on to graduate from Purdue University with a Bachelor of Science in Construction Management and Associates in Architecture.



## JACKIE KOO AIA, LEED AP, IIDA

Founding Principal

Jackie Koo is the founding principal of KOO. She has over twenty-five years of experience on a diverse portfolio of building types in both public and private sector markets, including master planning, hospitality, residential, and institutional. She is the Principal-in-charge of Design and Construction on all KOO projects. Prior to starting KOO LLC she worked for 15 years at large corporate practices as the senior designer and project manager for numerous successful projects.

### Education

Master of Architecture, 1992  
University of Illinois at Chicago

Bachelor of Arts, Philosophy  
University of Chicago

### Other Professional Experience

Senior Associate  
DeStefano and Partners, Ltd.

William D. Warner  
Architects and Planners

Richard Meier and Partners

### Academic and Other Appointments

President's Advisory Council  
Columbia College

Adjunct Associate Professor  
of Architecture  
Illinois Institute of Technology  
2008-2010

Adjunct Professor of Architecture  
Illinois Institute of Technology  
2005

### Relevant KOO Projects

- Navy Pier Hotel, Chicago Illinois
- Marriott Autograph Hotel, Chicago, Illinois
- Britton Budd Senior Housing Renovation, Chicago, Illinois
- Pomeroy Apartments Renovation, Chicago, Illinois
- Thorncreek Senior Living, Chicago, Illinois
- Royal Oak Lofts, Royal Oak, Michigan
- Walter Payton College Prep, Chicago, Illinois
- LeClaire Courts Masterplan, Chicago, Illinois - LEED ND
- Altgeld Gardens Masterplan, Chicago, Illinois
- 450 S. Federal Plaza, Chicago, Illinois
- theWit, A Doubletree Hotel, Chicago, Illinois
- The Out Chicago Hotel, Chicago, Illinois
- Inn at Lincoln Park, Chicago, Illinois
- Starwood Aloft Millennium Park, Chicago, Illinois - LEED NC 2.2
- Marriott Fairfield Inn and Suites, Chicago, Illinois
- Park Douglas Residences, Chicago, Illinois - LEED ND
- Heirs of Bronzeville, Chicago, Illinois
- Olive Harvey Math Emporium, Chicago, Illinois
- Daley College Lobby, Chicago Illinois
- Cook County Child Advocacy Rooms, Chicago, Illinois
- Saucedo Academy, Chicago, Illinois
- Hampton Inn & Suites Interior Renovation, Lincolnshire, Illinois
- Odgen North Residences, Chicago, Illinois - LEED ND

### Relevant Projects With Other Firms

- DeStefano and Partners, Ltd.
- 20 West Kinzie Hotel, Chicago, Illinois
- ABLA Homes Redevelopment, Roosevelt Sq. Masterplan, Chicago, Illinois
- Henry Horner Homes, Westhaven Park Masterplan, Chicago, Illinois
- RiverView Residences, Chicago, Illinois
- Residences at RiverBend, Chicago, Illinois

Architect-of-Record: Richard Meier and Partners  
Getty Center, Los Angeles, California

### Professional Accreditations & Associations

- Licensed Architect: Illinois
- American Institute of Architects, Board of Directors
- LEED Accredited Professional
- NCARB Council Certificate
- United States Green Building Council
- International Interior Design Association
- Chicago Loop Alliance



## KOO LLC KEY PERSONNEL | JACKIE KOO



<b>Title</b>	Founding Principal
<b>Company</b>	KOO LLC
<b>Company Address</b>	53 W Jackson Blvd Suite 215
<b>Telephone</b>	+1 312 235 0920
<b>Email</b>	jkoo@kooarchitecture.com
<b>Project Role</b>	Principal Architect
<b>Core Competencies</b>	Urban/land use planning, strategic redevelopment planning, feasibility/market analysis, community outreach to stakeholders, zoning and planned development analysis, existing building condition analysis
<b>Time Commitment</b>	10%

### Experience

<b>Company</b>	KOO LLC
<b>Title</b>	Owner
<b>Year Span</b>	2005–present

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<b>Company</b>	DeStefano Partners
<b>Title</b>	Senior Associate
<b>Year Span</b>	1997–2005

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<b>Company</b>	Richard Meier & Partners
<b>Title</b>	Architect
<b>Year Span</b>	1992–1994

### Key Projects

Principal architect for:

- Finkl Steel site, 2014–2017
- Altgeld Gardens, 2013–2015
- Chicago PMD, 2013–2014
- Fulton Market Study, 2011–2014
- CHA Green Standard development, 2010–2012
- Le Claire Courts, 2009–2011

## KOO LLC KEY PERSONNEL | JACKIE KOO (CONT.)

### Education

University of Illinois at Chicago, Master of Architecture, 1992

University of Chicago, Bachelor of Arts, Philosophy

### Credentials, Affiliations & Achievements

#### Affiliations

Chicago Public Schools (CPS) Capital Development Board (CDB)

Chicago Housing Authority (CHA)

Cook County

City Colleges of Chicago

GSA IDIQ, 2012–present

#### Credentials

Licensed Architect: Illinois

American Institute of Architects

LEED Accredited Professional

NCARB Council Certificate

United States Green Building Council

International Interior Design Association

City of Chicago Self-Certification

The Chicago Network Economics Club of Chicago

#### Achievements

President's Advisory Council Columbia College, 2011–2012

Past Board Member

American Institute of Architects

Adjunct Associate Professor of Architecture Illinois Institute of Technology, 2008–2010

Adjunct Professor of Architecture Illinois Institute of Technology, 2005

KOO LLC KEY PERSONNEL | JACKIE KOO (CONT.)

Individual Professional References

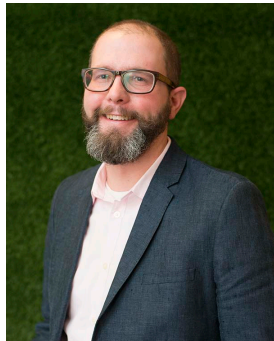
Name	Thomas Worthy
Title	Development Manager
Organization	Chicago Housing Authority
Street Address	60 E. Van Buren Street
City, State ZIP	Chicago, IL 60605
Telephone	+1 312 913 7629
Email	tworthy@thecha.org

Name	Kevin Hall
Title	Director of Planning, Design and Engineering
Organization	Chicago Housing Authority
Street Address	60 E. Van Buren St.
City, State ZIP	Chicago, IL 60605
Telephone	+1 312 786 6624
Email	khall@thecha.org

Name	Michael Holzer
Title	Executive Director
Organization	North Branch Works
Street Address	1866 N. Marcey Street
City, State ZIP	Chicago, IL 60647
Telephone	+1 773 929 5552 x225
Email	mike@northbranchworks.com



KOO LLC KEY PERSONNEL | DAN RAPPEL



<b>Title</b>	Principal
<b>Company</b>	KOO LLC
<b>Address</b>	53 W Jackson Blvd Suite 215
<b>Telephone</b>	+1 312 235 0920
<b>Email</b>	drappel@kooarchitecture.com
<b>Project Role</b>	Managing Architect
<b>Core Competencies</b>	Urban/land use planning, strategic redevelopment planning, feasibility/market analysis, community outreach to stakeholders, zoning and planned development analysis, existing building condition analysis
<b>Time Commitment</b>	10%

Experience

<b>Company</b>	KOO LLC
<b>Title</b>	Principal
<b>Year Span</b>	2008–present
<hr/>	
<b>Company</b>	Valerio Dewalt Train
<b>Title</b>	Associate
<b>Year Span</b>	2003–2008
<hr/>	
<b>Company</b>	DeStefano and Partners
<b>Title</b>	Architect
<b>Year Span</b>	1997–2003

Key Projects

- Finkl Steel site, Principal, 2014–2017
- Altgeld Gardens, Project Manager, 2013–2015
- Chicago PMD, 2013–2014
- Fulton Market Study, Project Manager, 2011–2014
- CHA Green Standard development, Project Manager, 2010–2012
- Le Claire Courts, Project Manager, 2009–2011

**KOO LLC KEY PERSONNEL | DAN RAPPEL (CONT.)**

**Education**

University of Illinois at Urbana-Champaign, Master of Architecture and Master of Business Administration

University of Illinois at Urbana-Champaign, Bachelor of Science in Architectural Studies

**Credentials, Affiliations & Achievements**

Affiliations

Chicago Public Schools (CPS) Capital Development Board (CDB)

Chicago Housing Authority (CHA)

Cook County

City Colleges of Chicago

GSA IDIQ, 2012–present

Credentials

Licensed Architect: Illinois

American Institute of Architects, LEED Accredited Professional

US Green Building Council, USGBC Green Building Committee

**Individual Professional References**

<b>Name</b>	Thomas Worthy
<b>Title</b>	Development Manager
<b>Organization</b>	Chicago Housing Authority
<b>Street Address</b>	60 E. Van Buren Street
<b>City, State ZIP</b>	Chicago, IL 60605
<b>Telephone</b>	+1 312 913 7629
<b>Email</b>	tworthy@thecha.org

**KOO LLC KEY PERSONNEL | DAN RAPPEL (CONT.)**

<b>Name</b>	Kevin Hall
<b>Title</b>	Director of Planning, Design and Engineering
<b>Organization</b>	Chicago Housing Authority
<b>Street Address</b>	60 E. Van Buren St.
<b>City, State ZIP</b>	Chicago, IL 60605
<b>Telephone</b>	+1 312 786 6624
<b>Email</b>	khall@thecha.org

<b>Name</b>	Michael Holzer
<b>Title</b>	Executive Director
<b>Organization</b>	North Branch Works
<b>Street Address</b>	1866 N. Marcey St.
<b>City, State ZIP</b>	Chicago, IL 60647
<b>Telephone</b>	+1 773 929 5552 x225
<b>Email</b>	mike@northbranchworks.com

EXHIBIT 3

Schedule of Compensation

# Schedule of Compensation

The CBRE team will be compensated on a lump sum basis for the Initial Services as set forth. The proposed fee breakdown among team members is as follows:

COMPANY	FEE	MBE/WBE STATUS
CBRE, Inc.	\$181,150	
Affiliated Engineers Inc. (AEI)	\$18,500	
Applied Real Estate Analysis, Inc. (AREA)	\$69,757	MBE and WBE
Ardmore Roderick	\$50,000	MBE and WBE
Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA)	\$15,000	
KOO LLC	\$79,349	MBE and WBE
McKissack & McKissack Midwest, Inc.	\$68,345	MBE and WBE
<b>SUBTOTAL</b>	<b>\$482,101</b>	
<b>CBRE Additional Services</b>	<b>\$55,750</b>	
<b>TOTAL</b>	<b>\$537,851</b>	

M/WBE firms on our team account for 49.73% of the total fee amount. The above fee is based upon the scope herein, and assumed the following:

- A schedule of 7 months or less to complete the Initial Services
- Up to 8 community meetings (3 all-inclusive and 5 working group)
- Up to 3 conceptual redevelopment plan alternatives

We are sensitive to the efficient use of County resources while being committed to dedicating the time and effort to achieve a successful outcome for the County. As such we are flexible and able to respond to the County's specific needs for this assignment. In the event that any of the assumptions we have made in this proposal need to be adjusted, we are open to making changes to the scope, schedule, and/or fee to accommodate needed modifications.

For **Additional Services**, we will earn our 2018 Standard Billing Rates as indicated below for actual time spent on the Additional Services. For budgetary purposes, we are suggesting a cap on our fees for additional services of **\$55,750** based on a total time commitment of **161** professional hours. Because of the unpredictable scope and nature of the Additional Services, it is very difficult to predict the schedule and level of effort necessary to support the County in the solicitation, review, negotiation and selection of one or more development proposals. In the event the necessary time commitment exceeds 161 hours, we would continue earning the hourly fees below for additional time dedicated to the assignment.

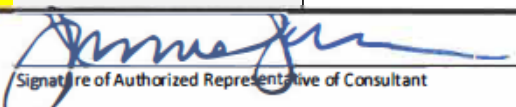
PERSONNEL	2018 STANDARD HOURLY RATES
Andrew Norman — Senior Director	\$350.00
Suzanne Kahle — Director	\$300.00
Doug Main – Executive Vice President	\$470.00
Matt Ishikawa – Senior Vice President	\$350.00

## CONSULTANT SCHEDULE OF COMPENSATION

Contract #1823-17224

Consultant: <u>CBRE, Inc.</u>	Title of Project: <b>Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services - Initial Services</b>
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Detail Description			
<b>1. Direct Labor Personnel (Professional or Technical)</b>	Estimated Hours	Rate Per Hour	Estimated Cost
Suzanne Kahle	290	\$ 300.00	\$ 87,000
Andrew Norman	215	\$ 350.00	\$ 75,250
Doug Main	20	\$ 470.00	\$ 9,400
Matt Ishikawa	20	\$ 350.00	\$ 7,000
<b>TOTAL LINE 1</b>			<b>\$ 178,650</b>
<b>2. Direct Labor Personnel (Clerical)</b>	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
<b>TOTAL LINE 2</b>			<b>\$</b>
<b>3. Burden (Overhead)</b>	Burden Rate	X Base =	Burden (\$)
	\$		\$
	\$		\$
	\$		\$
<b>TOTAL LINE 3</b>			<b>\$</b>
<b>4. "In-House" Cost</b>	<b>ADD TOTAL LINES 1 + 2 + 3</b>		<b>\$</b>
<b>5. Profit (%) of Line 4</b>			<b>\$</b>
<b>6. Other Direct Costs/ Reimbursable Expenses</b>			<b>Estimated Cost</b>
Phase 1 Environmental Report			\$ 2,500
			\$
			\$
<b>TOTAL LINE 6</b>			<b>\$</b>
<b>7. Additional Services</b>			<b>Estimated Cost</b>
			\$
			\$
			\$
			\$
<b>TOTAL LINE 7</b>			<b>\$</b>
<b>8. Subcontractor Cost (from subcontractor's Line 8)</b>			
<b>9. Total Project Cost for Additional Consulting Services</b>	<b>ADD TOTAL LINES 4+5+6+7+8</b>		<b>\$ 181,150.00</b>

  
 Signature of Authorized Representative of Consultant  
 Jamie Georgas  
 Printed Name of Authorized Representative of Consultant

Date: December 20, 2019 (updated)

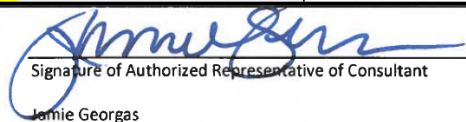
## CONSULTANT SCHEDULE OF COMPENSATION

Contract # 1823-17224

Consultant: <u>CBRE, Inc.</u>	Title of Project: <b>Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services - Additional Consulting Services</b>
-------------------------------	---

Detail Description			
<b>1. Direct Labor Personnel (Professional or Technical)</b>	Estimated Hours	Rate Per Hour	Estimated Cost
Robert Wislow		\$ 550.00	
Andrew Norman	60	\$ 350.00	\$ 21,000
Suzanne Kahle	60	\$ 300.00	\$ 18,000
Doug Main	20	\$ 470.00	\$ 9,400
Matt Ishikawa	21	\$ 350.00	\$ 7,350
<b>TOTAL LINE 1</b>			<b>\$ 55,750</b>
<b>2. Direct Labor Personnel (Clerical)</b>	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
<b>TOTAL LINE 2</b>			<b>\$</b>
<b>3. Burden (Overhead)</b>	Burden Rate	X Base =	Burden (\$)
	\$		\$
	\$		\$
	\$		\$
<b>TOTAL LINE 3</b>			<b>\$</b>
<b>4. "In-House" Cost</b>	<b>ADD TOTAL LINES 1 + 2 + 3</b>		<b>\$</b>
<b>5. Profit (%) of Line 4</b>			<b>\$</b>
<b>6. Other Direct Costs/ Reimbursable Expenses</b>			Estimated Cost
			\$
			\$
			\$
<b>TOTAL LINE 6</b>			<b>\$</b>
<b>7. Additional Services</b>			Estimated Cost
			\$
			\$
			\$
			\$
<b>TOTAL LINE 7</b>			<b>\$</b>
<b>8. Subcontractor Cost (from subcontractor's Line 8)</b>			
<b>9. Total Project Cost for Additional Consulting Services</b>	<b>ADD TOTAL LINES 4+5+6+7+8</b>		<b>\$ 55,750.00</b>

June 27, 2018 \_\_\_\_\_  
 Date  
 Updated December 20, 2019

  
 \_\_\_\_\_  
 Signature of Authorized Representative of Consultant  
 Jamie Georgas  
 \_\_\_\_\_  
 Printed Name of Authorized Representative of Consultant

SUB-CONTRACTOR SCHEDULE OF COMPENSATION

CONTRACT #1823-17224

<del>SUB-CONTRACTOR COST PROPOSAL</del>			
<del>RFP # 1823-17224</del>			
Subcontractor: <u>Affiliated Engineers, Inc.</u>		Title of Project: Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services - Overall RFP	
Detail Description			
<b>1. Direct Labor Personnel (Professional or Technical)</b>	<b>Estimated Hours</b>	<b>Rate Per Hour</b>	<b>Estimated Cost</b>
Senior Sustainable Analysis	110	\$ 43.00	\$ 4,730
Project Manager	4	\$ 70.00	\$ 280
Project Coordinator	16	\$ 31.00	\$ 496
		\$	\$
<b>TOTAL LINE 1</b>	<b>130</b>		<b>\$ 5,506</b>
<b>2. Direct Labor Personnel (Clerical)</b>	<b>Estimated Hours</b>	<b>Rate Per Hour</b>	<b>Estimated Cost</b>
		\$	\$
		\$	\$
<b>TOTAL LINE 2</b>			<b>\$ -</b>
<b>3. Burden (Overhead)</b>	<b>Burden Rate</b>	<b>X Base =</b>	<b>Burden (\$)</b>
Senior Sustainable Analysis	\$ 4,730.00	1.9	\$ 8,987
Project Manager	\$ 280.00	1.9	\$ 532
Project Coordinator	\$ 496.00	1.9	\$ 942
	\$		\$
<b>TOTAL LINE 3</b>			<b>\$ 10,461.40</b>
<b>4. "In-House" Cost</b>	<b>ADD TOTAL LINES 1+2+3</b>		<b>\$ 15,967</b>
<b>5. Profit (10%) of Line 4</b>			<b>\$ 1,597</b>
<b>6. Other Direct Costs</b>			<b>Estimated Cost</b>
Reimbursable			\$ 336
Travel			\$ 600
Printing of Deliverable			\$ 336
<b>TOTAL LINE 6</b>			<b>\$ 936</b>
<b>7. Additional Services</b>			<b>Estimated Cost</b>
			\$
			\$
			\$
<b>TOTAL LINE 7</b>			<b>\$</b>
<b>8. Total Project Cost</b>	<b>ADD TOTAL LINES 4+5+6+7</b>		<b>\$ 18,500</b>
<b>9. Total "Not-to-Exceed" Contract</b>	<b>TOTAL LINE 8</b>		<b>\$18,500.00</b>

6-26-18

  
 Signature of Authorized Representative of Subcontractor  
**SCOTT FOSTER, PRINCIPAL**



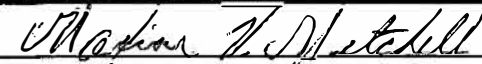
## SUB-CONTRACTOR SCHEDULE OF COMPENSATION

Contract # 1823-17224

<b>Subcontractor: <u>Applied Real Estate Analysis, Inc.</u></b>	<b>Title of Project:</b> Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services - Overall RFP
---	---

Detail Description			
<b>1. Direct Labor Personnel (Professional or Technical)</b>	Estimated Hours	Rate Per Hour	Estimated Cost
Principal	81	\$ 72.12	\$5,841.72
Senior Consultant	102	\$ 57.69	\$5,884.38
Analyst	172	\$ 28.85	\$4,962.20
		\$	\$
		\$	\$
<b>TOTAL LINE 1</b>			<b>\$16,688.30</b>
<b>2. Direct Labor Personnel (Clerical)</b>	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
<b>TOTAL LINE 2</b>			\$
<b>3. Burden (Overhead)</b>	Burden Rate	X Base =	Burden (\$)
Principal	\$5,841.72	2.8	\$16,356.82
Senior Consultant	\$5,884.38	2.8	\$16,476.26
Analyst	\$4,962.20	2.8	\$13,894.16
<b>TOTAL LINE 3</b>			<b>\$46,727.24</b>
<b>4. "In-House" Cost</b>	<b>ADD TOTAL LINES 1+2+3</b>		<b>\$63,415.54</b>
<b>5. Profit ( 10 %) of Line 4</b>			<b>\$6,341.55</b>
<b>6. Other Direct Costs</b>			Estimated Cost
			\$
			\$
			\$
			\$
		<b>TOTAL LINE 6</b>	<b>\$</b>
<b>7. Additional Services</b>			Estimated Cost
			\$
			\$
			\$
		<b>TOTAL LINE 7</b>	<b>\$</b>
<b>8. Total Project Cost</b>	<b>ADD TOTAL LINES 4+5+6+7</b>		<b>\$69,757.00</b>
<b>9. Total "Not-to-Exceed" Contract</b>	<b>TOTAL LINE 8</b>		<b>\$69,757.00</b>

Part 1: Initial Consulting Services

  
 25-Jun-18 Signature of Authorized Representative of Subcontractor


Date

Maxine V. Mitchell  
 Printed Name of Authorized Representative of Subcontractor

SUB-CONTRACTOR SCHEDULE OF COMPENSATION  
CONTRACT #1823-17224

<del>SUB-CONTRACTOR COST PROPOSAL</del>			
<del>XXXXXXXXXXXX</del>			
<b>Subcontractor: Ardmore Roderick</b>		<b>Title of Project:</b> Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services - Overall RFP	
Detail Description			
<b>1. Direct Labor Personnel (Professional or Technical)</b>	<b>Estimated Hours</b>	<b>Rate Per Hour</b>	<b>Estimated Cost</b>
Ama Addai, PE	52	\$ 61.00	\$ 3,172.00
Karl Davis, PE	200	\$ 50.25	\$ 10,050.00
Chaohan Zhang, PE	80	\$ 44.00	\$ 3,520.00
Greg Pucher	104	\$ 38.00	\$ 3,952.00
		\$	\$ -
<b>TOTAL LINE 1</b>		<b>\$</b>	<b>20,694.00</b>
<b>2. Direct Labor Personnel (Clerical)</b>	<b>Estimated Hours</b>	<b>Rate Per Hour</b>	<b>Estimated Cost</b>
		\$	\$ -
		\$	\$ -
		\$	\$ -
<b>TOTAL LINE 2</b>		<b>\$</b>	<b>-</b>
<b>3. Burden (Overhead)</b>	<b>Burden Rate</b>	<b>X Base =</b>	<b>Burden (\$)</b>
	\$ 20,694.00	113.71%	\$ 23,531.15
	\$		\$ -
	\$		\$ -
<b>TOTAL LINE 3</b>		<b>\$</b>	<b>23,531.15</b>
<b>4. "In-House" Cost</b>	<b>ADD TOTAL LINES 1+2+3</b>		<b>\$ 44,225.15</b>
<b>5. Profit ( 10 %) of Line 4</b>			<b>\$ 4,422.51</b>
<b>6. Other Direct Costs</b>	<b>Estimated Cost</b>		
Vehicle @ \$65/Day * 15 Days			\$ 975.00
Printing Costs			\$ 377.34
			\$ -
			\$ -
<b>TOTAL LINE 6</b>			<b>\$ 1,352.34</b>
<b>7. Additional Services</b>	<b>Estimated Cost</b>		
			\$ -
			\$ -
			\$ -
<b>TOTAL LINE 7</b>			<b>\$ -</b>
<b>8. Total Project Cost</b>	<b>ADD TOTAL LINES 4+5+6+7</b>		<b>\$ 50,000.00</b>
<b>9. Total "Not-to-Exceed" Contract</b>	<b>TOTAL LINE 8</b>		<b>\$ 50,000.00</b>

Wednesday, October 2, 2019  
Date

  
Signature of Authorized Representative of Subcontractor  
Jeffery A. Jackowski, Vice President  
Printed Name of Authorized Representative of Subcontractor

## SUB-CONTRACTOR SCHEDULE OF COMPENSATION

Contract # 1823-17224

<b>Subcontractor: Kenig, Lindgren, O'Hara, Aboona, Inc.</b>	<b>Title of Project:</b> Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services - Overall RFP
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Detail Description			
<b>1. Direct Labor Personnel (Professional or Technical)</b>	<b>Estimated Hours</b>	<b>Rate Per Hour</b>	<b>Estimated Cost</b>
Principal	50	\$ 67.50	\$3,375
Consultant	52	\$ 33.41	\$1,737
Technician	25	\$ 34.20	\$855
		\$	\$
		\$	\$
<b>TOTAL LINE 1</b>			<b>\$5,967</b>
<b>2. Direct Labor Personnel (Clerical)</b>	<b>Estimated Hours</b>	<b>Rate Per Hour</b>	<b>Estimated Cost</b>
		\$	\$
		\$	\$
		\$	\$
<b>TOTAL LINE 2</b>			<b>\$</b>
<b>3. Burden (Overhead)</b>	<b>112.79%</b>	<b>Burden Rate</b>	<b>X Base =</b>
Principal		\$ 76.13	50
Consultant		\$ 37.68	52
Technician		\$ 38.57	25
			<b>Burden (\$)</b>
			\$3,807
			\$1,959
			\$964
<b>TOTAL LINE 3</b>			<b>\$6,730</b>
<b>4. "In-House" Cost</b>	<b>ADD TOTAL LINES 1+2+3</b>		<b>\$12,697</b>
<b>5. Profit (10%) of Line 4</b>			<b>\$1,270</b>
<b>6. Other Direct Costs</b>			<b>\$1,033</b>
Traffic Data Collection Services			793
Travel (mileage + tolls)			240
			\$
			\$
	<b>TOTAL LINE 6</b>		<b>\$1,033</b>
<b>7. Additional Services</b>			<b>Estimated Cost</b>
			\$
			\$
			\$
	<b>TOTAL LINE 7</b>		<b>0</b>
<b>8. Total Project Cost</b>	<b>ADD TOTAL LINES 4+5+6+7</b>		<b>\$15,000</b>
<b>9. Total "Not-to-Exceed" Contract</b>	<b>TOTAL LINE 8</b>		<b>\$15,000</b>

*Eric D. Russell*

Signature of Authorized Representative of Subcontractor

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Date

Eric D. Russell

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Printed Name of Authorized Representative of Subcontractor


## SUB-CONTRACTOR SCHEDULE OF COMPENSATION

Contract # 1823-17224

Subcontractor: KOO LLC	Title of Project: Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services - Overall RFP
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Detail Description			
<b>1. Direct Labor Personnel (Professional or Technical)</b>	Estimated Hours	Rate Per Hour	Estimated Cost
Dan Rappel	170	\$ 50.48	\$ 8,581.60
Jackie Koo	60	\$ 55.29	\$ 3,317.40
Ashlen Williams	600	\$ 27.40	\$ 16,440.00
		\$	\$
		\$	\$
<b>TOTAL LINE 1</b>		\$	<b>28,339.00</b>
<b>2. Direct Labor Personnel (Clerical)</b>	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
<b>TOTAL LINE 2</b>		\$	<b>0</b>
<b>3. Burden (Overhead)</b>	Burden Rate	X Base =	Burden (\$)
Dan Rappel	\$ 1.50	\$ 8,581.60	\$ 12,872.40
Jackie Koo	\$ 1.50	\$ 3,317.40	\$ 4,976.10
Ashlen Williams	\$ 1.50	\$ 16,440.00	\$ 24,660.00
<b>TOTAL LINE 3</b>		\$	<b>42,508.50</b>
<b>4. "In-House" Cost</b>	<b>ADD TOTAL LINES 1+2+3</b>	\$	<b>70,847.50</b>
<b>5. Profit ( 12 %) of Line 4</b>		\$	<b>8,501.70</b>
<b>6. Other Direct Costs</b>			Estimated Cost
			\$
			\$
			\$
			\$
	<b>TOTAL LINE 6</b>	\$	<b>-</b>
<b>7. Additional Services</b>			Estimated Cost
			\$
			\$
			\$
	<b>TOTAL LINE 7</b>	\$	<b>-</b>
<b>8. Total Project Cost</b>	<b>ADD TOTAL LINES 4+5+6+7</b>	\$	<b>79,349.00</b>
<b>9. Total "Not-to-Exceed" Contract</b>	<b>TOTAL LINE 8</b>	\$	<b>79,349.00</b>

12/16/2019  
Date

  
 Signature of Authorized Representative of Subcontractor  
 Daniel T. Rappel, Principal  
 Printed Name of Authorized Representative of Subcontractor

## SUB-CONTRACTOR SCHEDULE OF COMPENSATION

CONTRACT # 1823-17224

<b>Subcontractor: <u>McKissack &amp; McKissack Midwest, Inc.</u></b>	<b>Title of Project:</b> Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services - Overall RFP
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**Detail Description**

1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Director of Estimating	48	\$ 82.00	\$ 3,936.00
Senior Estimator	92	\$ 66.00	\$ 6,072.00
Mid Level Estimator 1	20	\$ 46.00	\$ 920.00
Mid Level Estimator 2	40	\$ 38.00	\$ 1,520.00
Junior Estimator	90	\$ 54.00	\$ 4,860.00
Intern	10	\$ 32.00	\$ 320.00
Executive oversight	44	\$ 115.00	\$ 5,060.00
Community Outreach Coordinator	120	\$ 36.05	\$ 4,326.00
		\$	\$
<b>TOTAL LINE 1</b>		\$	<b>\$ 27,014.00</b>

2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
<b>TOTAL LINE 2</b>		\$	<b>0</b>

3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	\$ 1.30	\$ 3,936.00	\$ 5,116.80
	\$ 1.30	\$ 6,072.00	\$ 7,893.60
	\$ 1.30	\$ 920.00	\$ 1,196.00
	\$ 1.30	\$ 1,520.00	\$ 1,976.00
	\$ 1.30	\$ 4,860.00	\$ 6,318.00
	\$ 1.30	\$ 320.00	\$ 416.00
	\$ 1.30	\$ 3,450.00	\$ 6,578.00
	\$ 1.30	\$ -	\$ 5,623.00
<b>TOTAL LINE 3</b>		\$	<b>\$ 35,118.20</b>

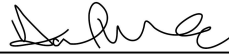
<b>4. "In-House" Cost</b>	<b>ADD TOTAL LINES 1+2+3</b>	\$	<b>62,132.20</b>
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<b>5. Profit ( 10 %) of Line 4</b>		\$	<b>6,213.22</b>
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6. Other Direct Costs	Estimated Cost
	\$
	\$
	\$
	\$
<b>TOTAL LINE 6</b>	<b>0</b>

7. Additional Services	Estimated Cost
No travel included	\$
40 Sheets of reprographic included per report	\$

No constructability review included		
Does not include estimating for any tenant fit out		
No hours included for estimating comparison or reconciliation with a third party		
No pricing of FF&E is included		
Estimated hours are based on receiving all pricing document and scope at one time.		
Cost for meeting space rental and other expense are not included		
		\$
	<b>TOTAL LINE 7</b>	<b>\$</b>
<b>8. Total Project Cost</b>	<b>ADD TOTAL LINES 4+5+6+7</b>	<b>\$ 68,345.00</b>
<b>9. Total "Not-to-Exceed" Contract</b>	<b>TOTAL LINE 8</b>	<b>\$ 68,345.00</b>



Signature of Authorized Representative of Subcontractor

Date 12/20/2019

Hansel Whiteurst

Printed Name of Authorized Representative of Subcontractor

EXHIBIT 4

Evidence of Insurance





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/29/2020

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> CBRE Group, Inc. and Subsidiaries 400 S Hope Street Los Angeles CA 90071 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE Property & Casualty Insurance Co.		20699
	INSURER B: Zurich American Ins Co		16535
	INSURER C: American Zurich Ins Co		40142
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570082674275      **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. **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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0838419918	03/01/2020	03/01/2021	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			G27952501005	03/01/2020	03/01/2021	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N    N/A			wc838419521	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
							All Other States	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
B				wc914173614	03/01/2020	03/01/2021	E.L. DISEASE-POLICY LIMIT	\$1,000,000
				wisconsin				

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

RRE: Cook County Oak Forest Project, Contract No. 1823-17224, Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services. Cook County Office of the Chief Procurement Officer, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Cook County Office of the Chief Procurement Officer 118 N. Clark Street, Room 1018 Chicago IL 60602 USA	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  <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

570082674275

Certificate No :





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/09/2020

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 8003630105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> CBRE Group, Inc. and Subsidiaries 400 S Hope Street Los Angeles CA 90071 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> American International Group UK Ltd		AA1120187
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570080163294      **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. **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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	E&O-PL-Primary			PSDEF1900558 Errors & Omissions SIR applies per policy terms & conditions	11/01/2019	11/01/2020	Per Claim/Aggregate SIR	\$10,000,000 \$20,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Cook County Project No. 1823-17224, Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services. Evidence of Insurance.

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

Holder Identifier :

570080163294

Certificate No :



EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment

**I.**

**POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

<b>Contract Type</b>	<b>Goals</b>	
	<b>MBE</b>	<b>WBE</b>
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [thirty-five percent (35%)].** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## **II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### **1. Letter(s) of Intent**

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

## **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

## **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

## **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502





OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

CONTRACT COMPLIANCE DIRECTOR

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

January 15, 2020

Mr. Raffi Sarrafian  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1823-17224  
Property Redevelopment Strategic Planning and Feasibility  
Department of Real Estate Management

Dear Mr. Sarrafian:

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

**Bidder:** CBRE, Inc.  
**Contract Value:** \$535,851.00  
**Contract Goal:** 35% Overall MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Mckissick & McKissack, Inc.	MBE-6	City of Chicago	12.71%
Applied Real Estate Analysis, Inc.	MBE-6	City of Chicago	12.97%
Roderick Group, Inc.			
d/b/a Ardmore Roderick	MBE-6	City of Chicago	9.30%
Koo LLC.	MBE-8	City of Chicago	<u>14.75%</u> 49.73%

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

Sincerely,

Edward H. Olivieri  
Contract Compliance Director

EHO/smp

cc: Edmund Rendon, OCPO  
Elizabeth Strand, Real Estate

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

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

Address: 914 South Wabash Avenue, Chicago, Illinois 60605

E-mail: MMitchell@areainc.net

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

Dollar Amount Participation: \$ 69,757.00

Percent Amount of Participation: 12.97% %

\*Letter of Intent attached? Yes  No

\*Current Letter of Certification attached? Yes  No

MBE/WBE Firm: KOO LLC

Address: 53 West Jackson Boulevard, Suite 215, Chicago, IL 60604

E-mail: jkoo@kooarchitecture.com

Contact Person: Jah-Hee Koo Phone: (312) 235-0920

Dollar Amount Participation: \$ 79,349.00

Percent Amount of Participation: 14.75% %

\*Letter of Intent attached? Yes  No

\*Current Letter of Certification attached? Yes  No

*Attach additional sheets as needed.*

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

**MBE/WBE UTILIZATION PLAN - FORM 1**

MBE/WBE Firm: McKissack & McKissack Midwest, Inc.

Address: 205 North Michigan Avenue, Suite 1930, Chicago, Illinois 60602

E-mail: Matt.MacRitchie@mckinc.com

Contact Person: Matt MacRitchie Phone: (312) 751-9800

Dollar Amount Participation: \$ 68,345.00

Percent Amount of Participation: 12.71% %

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

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

MBE/WBE Firm: The Roderick Group, Inc. dba Ardmore Roderick

Address: 205 North Michigan Avenue, Suite 1930, Chicago, Illinois, 60602

E-mail: rashod@ardmoreroederick.com

Contact Person: Rashod Johnson Phone: (312) 795-1400

Dollar Amount Participation: \$ 50,000.00

Percent Amount of Participation: 9.30% %

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

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

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

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

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

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

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

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

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

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

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Applied Real Estate Analysis, Inc. City of Chicago  
 Certifying Agency: Department of Procurement Services  
 Contact Person: Maxine Mitchell Certification Expiration Date: 11/01/2020  
 Address: 914 South Wabash Avenue Ethnicity: African American  
 City/State: Chicago, IL Zip: 60605 Bid/Proposal/Contract #: 1823-17224  
 Phone: (312) 461-9332 Fax: (312) 461-0015 FEIN #: 36-3371240  
 Email: MMitchell@areainc.net

Participation:  Direct  Indirect

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

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

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

Data collection, demographic trends analysis, demand and supply analysis for housing, retail goods and services, economic impact study.

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

\$69,757.00 12.97% of total project (Revised percentage 1/10/2020, JG)

Payment to subcontractor will be made within 30 days of CBRE receiving payment from Cook County.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

*Maxine Mitchell*  
Signature (M/WBE)

Maxine Mitchell

Print Name

Applied Real Estate Analysis, Inc.

Firm Name

06/22/2018

Date

*Jamie Georgas*  
Signature (Prime Bidder/Proposer)

Jamie Georgas

Print Name

CBRE, Inc.

Firm Name

06/27/2018

Date

Updated December 20, 2019

Subscribed and sworn before me

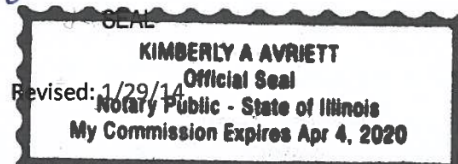
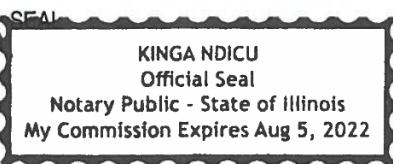
this 22 day of June, 2018.

Notary Public *[Signature]*

Subscribed and sworn before me

this 27 day of June, 2018.

Notary Public *[Signature]*



**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: The Roderick Group, Inc. dba Ardmore Roderick      Certifying Agency: City of Chicago Department of Procurement  
 Contact Person: Rashod Johnson      Certification Expiration Date: 10/15/2019  
 Address: 1327 W. Washington Blvd., Suite #105      Ethnicity: African-American  
 City/State: Chicago, IL      Zip: 60607      Bid/Proposal/Contract #: 1823-17224  
 Phone: (312) 795-1400      Fax: (312) 289-0567      FEIN #: 203036399  
 Email: rashod@ardmoreroederick.com

Participation:     Direct       Indirect

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

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

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

Civil consulting services, assist with preliminary environmental analysis report, advise regarding sustainable site design strategies and practices.  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:  
\$50,000.00      9.30% of total project      (Revised percentage 1/10/2020, JG)

Payment to subcontractor will be made within 30 days of CBRE receiving payment from Cook County.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]  
 Signature (M/WBE)  
 Jeffery A Jackowski  
 Print Name  
 The Roderick Group, Inc. dba Ardmore Roderick  
 Firm Name  
6/26/2018  
 Date

[Signature]  
 Signature (Prime Bidder/Proposer)  
 Jamie Georgas  
 Print Name  
 CBRE, Inc.  
 Firm Name  
06/27/2018  
 Date

Updated December 20, 2019


Subscribed and sworn before me

this 26 day of June, 2018

Notary Public [Signature]  


Subscribed and sworn before me

this 27 day of June, 2018

Notary Public [Signature]  


**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: KOO LLC

City of Chicago  
Certifying Agency: Department of Procurement Services

Contact Person: Jah-Hee Koo

Certification Expiration Date: July 24, 2018

Address: 53 West Jackson Boulevard, Suite 215

Ethnicity: Asian American

City/State: Chicago, IL Zip: 60604

Bid/Proposal/Contract #: 1823-17224

Phone: (312) 235-0920 Fax: (312) 276-8459

FEIN #: 32-0455152

Email: jkoo@kooarchitecture.com

Participation:  Direct  Indirect

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

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

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

Community engagement, charrette process, evaluate physical conditions, prepare Conceptual Redevelopment Framework Study, analyze sustainable redevelopment opportunities and challenges.

Indicate the **Dollar Amount, Percentage, and the Terms of Payment** for the above-described Commodities/ Services:  
\$79,349.00 14.75% of total project (Revised percentage 1/10/2020, JG)

Payment to subcontractor will be made within 30 days of CBRE receiving payment from Cook County.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

Jah-Hee Koo  
Print Name

Jamie Georgas  
Print Name

KOO LLC  
Firm Name

CBRE, Inc.  
Firm Name

6/25/2018  
Date

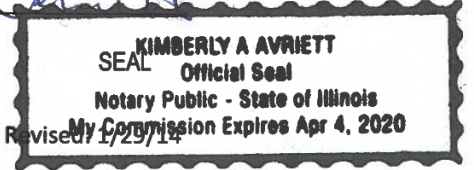
06/27/2018  
Date  
Updated December 20, 2019

Subscribed and sworn before me  
this 25<sup>th</sup> day of June, 2018.

Subscribed and sworn before me  
this 27 day of June, 2018.

Notary Public [Signature]

Notary Public [Signature]





**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: McKissack & McKissack Midwest, Inc. City of Chicago  
 Certifying Agency: Department of Procurement Services  
 Contact Person: MATT MACRITCHIE Certification Expiration Date: 5/15/2023  
 Address: 205 North Michigan Avenue, Suite 1930 Ethnicity: AFRICAN AMERICAN  
 City/State: Chicago, IL Zip: 60602 Bid/Proposal/Contract #: 1823-17224  
 Phone: (312) 751-9800 Fax: \_\_\_\_\_ FEIN #: 04-3626055  
 Email: Matt.MacRitchie@mckinc.com

Participation:  Direct  Indirect

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

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

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

Order of magnitude budgeting and cost estimating, community strategy process.  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:  
\$68,345.00 12.71% of total project (Revised percentage 1/10/2020, JG)

Payment to subcontractor will be made within 30 days of CBRE receiving payment from Cook County.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]  
 Signature (M/WBE)  
MATT MACRITCHIE  
 Print Name

[Signature]  
 Signature (Prime Bidder/Proposer)  
Jamie Georgas  
 Print Name

McKissack & McKissack Midwest, Inc.  
 Firm Name  
6-25-18  
 Date

CBRE, Inc.  
 Firm Name  
06/27/2018  
 Date  
 Updated December 20, 2019

Subscribed and sworn before me

this 25 day of June, 2018  
Notary Public [Signature]

Subscribed and sworn before me

this 27 day of June, 2018  
Notary Public [Signature]

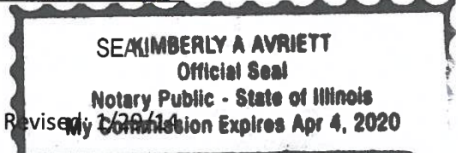
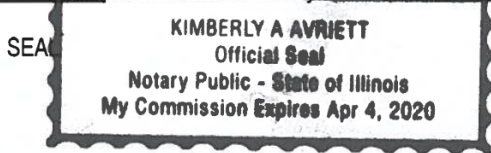


EXHIBIT 6

Identification of Subconsultants



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

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

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

Bid/RFP/RFQ No.: 1823-17224	Date: June 27, 2018
Total Bid or Proposal Amount: \$537,851.00	Contract Title: <b>Property Redevelopment Strategic Planning and Feasibility Analysis Consulting Services</b>
Contractor: <b>CBRE, Inc.</b>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <b>Affiliated Engineers, Inc.</b>
Authorized Contact for Contractor: <b>Jamie Georgas</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <b>Steven M. Dowd</b>
Email Address (Contractor): <b>jamie.georgas@cbre.com</b>	Email Address (Subcontractor): <b>sdowd@aeieng.com</b>
Company Address (Contractor): <b>321 North Clark Street Suite 3400</b>	Company Address (Subcontractor): <b>10 South LaSalle Street Suite 2700</b>
City, State and Zip (Contractor): <b>Chicago, Illinois 60654</b>	City, State and Zip (Subcontractor): <b>Chicago, Illinois 60603</b>
Telephone and Fax (Contractor): <b>T: (312) 935-1400 F: (312) 935-1880</b>	Telephone and Fax (Subcontractor): <b>T: (312) 977-2835</b>
Estimated Start and Completion Dates (Contractor): <b>Start: February 1, 2020 Completion: January 31, 2022</b>	Estimated Start and Completion Dates (Subcontractor): <b>Start: February 1, 2020 Completion: January 31, 2022</b>

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Solar feasibility study.	\$18,500.00

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

CBRE, Inc.  
Contractor

Jamie Georgas  
Name

Managing Director  
Title

  
Prime Contractor Signature

June 27, 2018  
Date

Updated December 20, 2019

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

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

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

Bid/RFP/RFQ No.: 1823-17224	Date: June 27, 2018
Total Bid or Proposal Amount: \$537,851.00	Contract Title: <b>Property Redevelopment Strategic Planning and Feasibility Analysis Consulting Services</b>
Contractor: <b>CBRE, Inc.</b>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <b>Applied Real Estate Analysis, Inc.</b>
Authorized Contact for Contractor: <b>Jamie Georgas</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <b>Maxine Mitchell</b>
Email Address (Contractor): <b>jamie.georgas@cbre.com</b>	Email Address (Subcontractor): <b>MMitchell@areainc.net</b>
Company Address (Contractor): <b>321 North Clark Street Suite 3400</b>	Company Address (Subcontractor): <b>914 South Wabash Avenue</b>
City, State and Zip (Contractor): <b>Chicago, Illinois 60654</b>	City, State and Zip (Subcontractor): <b>Chicago, Illinois 60605</b>
Telephone and Fax (Contractor): <b>T: (312) 935-1400 F: (312) 935-1880</b>	Telephone and Fax (Subcontractor): <b>T: (312) 461-9332 F: (312) 461-0015</b>
Estimated Start and Completion Dates (Contractor): <b>Start: February 1, 2020 Completion: January 31, 2020</b>	Estimated Start and Completion Dates (Subcontractor): <b>Start: February 1, 2020 Completion: January 31, 2020</b>

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Data collection, demographic trends analysis, demand and supply analysis for housing, retail goods and services, economic impact study.	\$69,757.00

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

**CBRE, Inc.**  
Contractor

**Jamie Georgas**  
Name

**Managing Director**  
Title

  
Prime Contractor Signature

**June 27, 2018**  
Date

Updated December 20, 2019

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

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

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

Bid/RFP/RFQ No.: 1823-17224	Date: June 27, 2018
Total Bid or Proposal Amount: \$537,851.00	Contract Title: <b>Property Redevelopment Strategic Planning and Feasibility Analysis Consulting Services</b>
Contractor: <b>CBRE, Inc.</b>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <b>The Roderick Group, Inc. dba Ardmore Roderick</b>
Authorized Contact for Contractor: <b>Jamie Georgas</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <b>Rashod Johnson</b>
Email Address (Contractor): <b>jamie.georgas@cbre.com</b>	Email Address (Subcontractor): <b>rashod@ardmoreroderick.com</b>
Company Address (Contractor): <b>321 North Clark Street Suite 3400</b>	Company Address (Subcontractor): <b>1327 West Washington Boulevard Suite 105</b>
City, State and Zip (Contractor): <b>Chicago, Illinois 60654</b>	City, State and Zip (Subcontractor): <b>Chicago, Illinois 60607</b>
Telephone and Fax (Contractor): <b>T: (312) 935-1400 F: (312) 935-1880</b>	Telephone and Fax (Subcontractor): <b>T: (312) 795-1400 F: (773) 289-0567</b>
Estimated Start and Completion Dates (Contractor): <b>Start: February 1, 2020 Completion: January 31, 2022</b>	Estimated Start and Completion Dates (Subcontractor): <b>Start: February 1, 2020 Completion: January 31, 2022</b>

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Civil and environmental consulting services, prepare preliminary environmental analysis report, advise regarding sustainable site design strategies and practices.	\$50,000.00

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

CBRE, Inc.  
Contractor

Jamie Georgas  
Name

Managing Director  
Title

  
Prime Contractor Signature

June 27, 2018  
Date

Updated December 20, 2019

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

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

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

Bid/RFP/RFQ No.: 1823-17224	Date: June 27, 2018
Total Bid or Proposal Amount: \$537,851.00	Contract Title: <b>Property Redevelopment Strategic Planning and Feasibility Analysis Consulting Services</b>
Contractor: <b>CBRE, Inc.</b>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <b>Kenig, Lindgren, O'Hara, Aboona, Inc.</b>
Authorized Contact for Contractor: <b>Jamie Georgas</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <b>Eric Russell</b>
Email Address (Contractor): <b>jamie.georgas@cbre.com</b>	Email Address (Subcontractor): <b>erussell@kloainc.com</b>
Company Address (Contractor): <b>321 North Clark Street Suite 3400</b>	Company Address (Subcontractor): <b>9575 West Higgins Road Suite 400</b>
City, State and Zip (Contractor): <b>Chicago, Illinois 60654</b>	City, State and Zip (Subcontractor): <b>Rosemont, Illinois 60018</b>
Telephone and Fax (Contractor): <b>T: (312) 935-1400 F: (312) 935-1880</b>	Telephone and Fax (Subcontractor): <b>T: (847) 518-9990</b>
Estimated Start and Completion Dates (Contractor): <b>Start: February 1, 2020 Completion: January 31, 2022</b>	Estimated Start and Completion Dates (Subcontractor): <b>Start: February 1, 2020 Completion: January 31, 2022</b>

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Access and traffic evaluation.	\$15,000.00

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

CBRE, Inc.  
 \_\_\_\_\_  
 Contractor  
 Jamie Georgas  
 \_\_\_\_\_  
 Name  
 Managing Director  
 \_\_\_\_\_  
 Title

  
 \_\_\_\_\_  
 Prime Contractor Signature  
 June 27, 2018  
 \_\_\_\_\_  
 Date  
 Updated December 20, 2019



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

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

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

Bid/RFP/RFQ No.: 1823-17224	Date: June 27, 2018
Total Bid or Proposal Amount: \$537,851.00	Contract Title: <b>Property Redevelopment Strategic Planning and Feasibility Analysis Consulting Services</b>
Contractor: <b>CBRE, Inc.</b>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <b>KOO LLC</b>
Authorized Contact for Contractor: <b>Jamie Georgas</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <b>Jah-Hee Koo</b>
Email Address (Contractor): <b>jamie.georgas@cbre.com</b>	Email Address (Subcontractor): <b>jkoo@kooarchitecture.com</b>
Company Address (Contractor): <b>321 North Clark Street Suite 3400</b>	Company Address (Subcontractor): <b>53 West Jackson Boulevard Suite 215</b>
City, State and Zip (Contractor): <b>Chicago, Illinois 60654</b>	City, State and Zip (Subcontractor): <b>Chicago, Illinois 60604</b>
Telephone and Fax (Contractor): <b>T: (312) 935-1400 F: (312) 935-1880</b>	Telephone and Fax (Subcontractor): <b>T: (312) 235-0920 F: (312) 276-8459</b>
Estimated Start and Completion Dates (Contractor): <b>Start: February 1, 2020 Completion: January 31, 2022</b>	Estimated Start and Completion Dates (Subcontractor): <b>Start: February 1, 2020 Completion: January 31, 2022</b>

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Community engagement, charrette process, evaluate physical conditions, prepare Conceptual Redevelopment Framework study, analyze sustainable redevelopment opportunities and challenges.	\$79,349.00

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

CBRE, Inc.  
Contractor

Jamie Georgas  
Name

Managing Director  
Title

  
Prime Contractor Signature

June 27, 2018  
Date

Updated December 20, 2019

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

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

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

Bid/RFP/RFQ No.: 1823-17224	Date: June 27, 2018
Total Bid or Proposal Amount: \$537,851.00	Contract Title: Property Redevelopment Strategic Planning and Feasibility Analysis Consulting Services
Contractor: CBRE, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: McKissack & McKissack Midwest, Inc.
Authorized Contact for Contractor: Jamie Georgas	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Matt MacRitchie
Email Address (Contractor): jamie.georgas@cbre.com	Email Address (Subcontractor): Matt.MacRitchie@mckinc.com
Company Address (Contractor): 321 North Clark Street Suite 3400	Company Address (Subcontractor): 205 North Michigan Avenue Suite 1930
City, State and Zip (Contractor): Chicago, Illinois 60654	City, State and Zip (Subcontractor): Chicago, Illinois 60602
Telephone and Fax (Contractor): T: (312) 935-1400 F: (312) 935-1880	Telephone and Fax (Subcontractor): T: (312) 751-9800
Estimated Start and Completion Dates (Contractor): Start: February 1, 2020 Completion: January 31, 2022	Estimated Start and Completion Dates (Subcontractor): Start: February 1, 2020 Completion: January 31, 2022

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


<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Order of magnitude budgeting and cost estimating.	\$68,345.00

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

CBRE, Inc.  
 \_\_\_\_\_  
 Contractor

Jamie Georgas  
 \_\_\_\_\_  
 Name

Managing Director  
 \_\_\_\_\_  
 Title

  
 \_\_\_\_\_  
 Prime Contractor Signature

June 27, 2018  
 \_\_\_\_\_  
 Date

Updated 12/20/2019

EXHIBIT 7

Board Authorization



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 20-0981      **Version:** 1      **Name:** CBRE, Inc., Chicago, Illinois Contract for Strategic Planner for Oak Forest Campus  
**Type:** Contract      **Status:** Approved  
**File created:** 1/2/2020      **In control:** Asset Management Committee  
**On agenda:** 2/27/2020      **Final action:** 6/18/2020  
**Title:** PROPOSED CONTRACT

Department(s): Department of Real Estate Management

Vendor: CBRE, Inc., Chicago, Illinois

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

Good(s) or Service(s): Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services

Contract Value: \$537,851.00

Contract period: 4/1/2020 - 3/31/2022 with two, one-year renewal options

Potential Fiscal Year Budget Impact: FY2020 \$482,101.00; FY2021 \$55,750.00

Accounts: Capital Improvement Program

Contract Number(s): 1823-17224

Concurrences:

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

The Chief Procurement Officer concurs.

Summary: This contract will allow the County to maximize the value of County assets, determine the highest and best use of the Oak Forest Campus and provide the County with a source of revenue while preserving flexibility for future County needs. This contract was awarded through a competitive Request for Proposals (RFP) process in accordance with the Cook County Procurement Code. CBRE, Inc. was selected based on established evaluation criteria.

**Sponsors:**

**Indexes:** JESSICA CAFFREY, Director, Real Estate Management Division

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/18/2020	1	Board of Commissioners		
6/18/2020	1	Board of Commissioners		
2/27/2020	1	Board of Commissioners	refer	Pass

**PROPOSED CONTRACT**



**Department(s):** Department of Real Estate Management

**Vendor:** CBRE, Inc., Chicago, Illinois

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

**Good(s) or Service(s):** Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services

**Contract Value:** \$537,851.00

**Contract period:** 4/1/2020 - 3/31/2022 with two, one-year renewal options

**Potential Fiscal Year Budget Impact:** FY2020 \$482,101.00; FY2021 \$55,750.00

**Accounts:** Capital Improvement Program

**Contract Number(s):** 1823-17224

**Concurrences:**

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

The Chief Procurement Officer concurs.

**Summary:** This contract will allow the County to maximize the value of County assets, determine the highest and best use of the Oak Forest Campus and provide the County with a source of revenue while preserving flexibility for future County needs. This contract was awarded through a competitive Request for Proposals (RFP) process in accordance with the Cook County Procurement Code. CBRE, Inc. was selected based on established evaluation criteria.

EXHIBIT 8

Economic Disclosure Statement and Execution Documents

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2**

**CERTIFICATIONS**

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

**B. BID-RIGGING OR BID ROTATING**

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

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes:  No:

b) If yes, list business addresses within Cook County:  
CBRE Inc., 321 North Clark Street, Suite 3400, Chicago, Illinois 60654  
CBRE Inc., 20 North Michigan Avenue, Suite 400, Chicago, Illinois 60654

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes:  No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): None

\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

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

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

None

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name CBRE, Inc.

D/B/A: CBRE, Inc. FEIN # Only: 95-2743174

Street Address: 321 North Clark Street, 34th Floor

City: Chicago State: Illinois Zip Code: 60654

Phone No.: (312) 935-1400 Fax Number: (312) 935-1880 Email: jamie.georgas@cbre.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 50812731

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

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

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
CBRE Group, Inc.	400 South Hope Street, Los Angeles, California 90071	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see attached.			

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Jamie Georgas

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

*Jamie Georgas*

Signature

jamie.georgas@cbre.com

E-mail address

Managing Director

Title

6/25/18

Date

(312) 935-1455

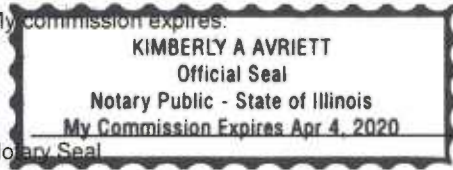
Phone Number

Subscribed to and sworn before me  
this 25 day of JUNE, 2018.

x *Kimberly Avriett*

Notary Public Signature

My commission expires:



Notary Seal

**CBRE, INC.**  
**As of June 1, 2018**

Term: officers are elected annually in June.

**ADMINISTRATIVE OFFICERS:**

Names and Addresses

Title

**Robert E. Sulentic**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**President and Chief Executive Officer**

**James R. Groch**  
2929 Arch Street  
Suite 1500  
Philadelphia, PA 19104

**Chief Financial Officer and Global Director of Corporate Development**

**Laurence H. Midler**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Executive Vice President, General Counsel and Secretary**

**Dara A. Bazzano**  
100 North Pacific Coast Highway  
Suite 1100  
El Segundo, CA 90245

**Senior Vice President, Global Finance and Chief Accounting Officer**

**Debbie Fan**  
100 North Pacific Coast Highway  
Suite 1100  
El Segundo, CA 90245

**Senior Vice President and Treasurer**

**Madeleine Barber**  
2929 Arch Street  
Suite 1500  
Philadelphia, PA 19104

**Senior Vice President and Chief Tax Officer**

**Pasha Zargarof**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Senior Vice President, Deputy General Counsel and Assistant Secretary**

**Judy Curry**  
2929 Arch Street  
Suite 1500  
Philadelphia, PA 19104

**Vice President, Global Tax**

**Valarie Gonzales**  
2100 Ross Avenue  
Suite 1500  
Dallas, TX 75201

**Vice President, Global Tax**

**CBRE, INC.**  
**As of June 1, 2018**

**ADMINISTRATIVE OFFICERS (continued):**

Names and Addresses

Title

**Christopher R. Oster**  
2929 Arch Street  
Suite 1500  
Philadelphia, PA 19104

**Vice President, Global Tax**

**Cuong Dang**  
2321 Rosecrans Avenue  
Suite 2200  
El Segundo, CA 90245

**Director, Tax Accounting**

**Cindy Kee**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Vice President and Assistant Secretary**

**Marie Ly**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Vice President and Assistant Secretary**

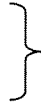
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**CALIFORNIA JURAT**

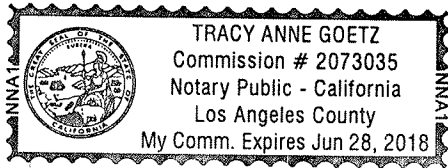
See Attached Document

State of California

County of Los Angeles



Subscribed and sworn to before me on this 25<sup>th</sup>  
day of June, 2018, by  
Cindy Kee, proved to me on the  
basis of satisfactory evidence to be the person who  
appeared before me.



(Seal)

Signature

Notary Public

**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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name CBRE Group, Inc.

D/B/A: \_\_\_\_\_ FEIN # Only: 94-3391143

Street Address: 400 South Hope Street, 25th Floor

City: Los Angeles State: California Zip Code: 90071

Phone No.: (213) 613-3333 Fax Number: (213) 613-3735 Email: talia.reed@cbre.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

- Sole Proprietor     Partnership     Corporation     Trustee of Land Trust
- Business Trust     Estate     Association     Joint Venture
- Other (describe) \_\_\_\_\_



**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Publicly traded company.		

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see attached.			

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

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

**CBRE GROUP, INC.**

**As of June 1, 2018**

Term: officers are elected annually in May.

**OFFICERS:**

Names and Addresses

Title

**Robert E. Sulentic**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**President and Chief Executive Officer**

**James R. Groch**  
2929 Arch Street  
Suite 1500  
Philadelphia, PA 19104

**Chief Financial Officer and Global Director of Corporate Development**

**William F. Concannon**  
200 Park Avenue  
17th Floor  
New York, NY 10166

**Global Group President and CEO, Global Workplace Solutions**

**Calvin W. Frese, Jr.**  
321 North Clark Street  
Suite 3400  
Chicago, IL, 60654

**Global Group President**

**Michael J. Lafitte**  
2100 McKinney Avenue  
Suite 900  
Dallas, TX 75201

**Global Group President**

**Jennifer Ashley**  
200 Park Avenue  
17th Floor  
New York, NY 10166

**Executive Vice President and Global Director—Human Resources**

**J. Christopher Kirk**  
2100 McKinney Avenue  
Suite 900  
Dallas, TX 75201

**Executive Vice President and Chief Administrative Officer**

**Laurence H. Midler**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Executive Vice President, General Counsel and Secretary**

**Elizabeth A. Atlee**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Senior Vice President and Deputy General Counsel**

**Tyson M. Avery**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Senior Vice President and Chief Ethics and Compliance Officer**

**CBRE GROUP, INC.**  
**As of June 1, 2018**

**OFFICERS (continued):**

Names and Addresses

Title

**Madeleine Barber**  
2929 Arch Street  
Suite 1500  
Philadelphia, PA 19104

**Senior Vice President and Chief Tax Officer**

**Dara A. Bazzano**  
100 North Pacific Coast Highway  
Suite 1100  
El Segundo, CA 90245

**Senior Vice President, Global Finance and Chief Accounting Officer**

**Timothy J. Bunt**  
301 Merritt 7  
2nd Floor  
Norwalk, CT 06851

**Senior Vice President and Chief Risk Officer**

**Debbie Fan**  
100 North Pacific Coast Highway  
Suite 1100  
El Segundo, CA 90245

**Senior Vice President and Treasurer**

**Arlin E. Gaffner**  
2100 McKinney Avenue  
Suite 900  
Dallas, TX 75201

**Senior Vice President, Americas**

**Nancy R. Westphal**  
2100 McKinney Avenue  
Suite 900  
Dallas, TX 75201

**Senior Vice President and Deputy General Counsel**

**Pasha Zargarof**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Senior Vice President, Deputy General Counsel and Assistant Secretary**

**Judy Curry**  
2929 Arch Street  
Suite 1500  
Philadelphia, PA 19104

**Vice President—Global Tax Reporting**

**Valarie Gonzales**  
2100 Ross Avenue  
Suite 1500  
Dallas, TX 75201

**Vice President—Global Tax**

**CBRE GROUP, INC.**  
**As of June 1, 2018**

**OFFICERS (continued):**

Names and Addresses

Title

**Christopher R. Oster**  
2929 Arch Street  
Suite 1500  
Philadelphia, PA 19104

**Vice President—Global Tax**

**Cuong Dang**  
2321 Rosecrans Avenue  
Suite 2200  
El Segundo, CA 90245

**Director, Tax Accounting**

**Cindy Kee**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Vice President and Assistant Secretary**

**Marie Ly**  
400 South Hope Street  
25th Floor  
Los Angeles, CA 90071

**Vice President and Assistant Secretary**



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: CBRE, Inc.

Address of Person Doing Business with the County: 321 North Clark Street, Suite 3400, Chicago, Illinois 60654

Phone number of Person Doing Business with the County: (312) 935-1455

Email address of Person Doing Business with the County: jamie.georgas@cbre.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Jamie Georgas, Managing Director, CBRE, Inc., 321 North Clark Street, Suite 3400, Chicago, Illinois 60654

(312) 935-1455 jamie.georgas@cbre.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1823-17224

Property Redevelopment Strategic Planning and Feasibility Analysis Consultant Services for Cook County's Oak Forest Campus

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 537,851.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Edmund Rendon, Senior Contract Negotiator, Office of the Chief Procurement Officer

118 North Clark Street, Room 1018, Chicago, Illinois 60602 (312) 603-6824 edmund.rendon@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Jessica Caffrey, Director, Bureau of Asset Management, Department of Real Estate

69 West Washington Street, Suite 3000, Chicago, IL 60602 (312) 603-0329 jessica.caffrey@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

[ ] The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

[x] The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County **is an individual and there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

The Person Doing Business with the County **is a business entity and there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

N/A

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

N/A

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

N/A

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
 \_\_\_\_\_  
 Signature of Recipient

6/25/18  
 \_\_\_\_\_  
 Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.



SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 1823-17224  
County Using Agency (requesting Procurement): Department of Real Estate Management

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): CBRE, Inc.  
Substantial Owner Complete Name: CBRE Group, Inc.  
FEIN# 95-2743174  
E-mail address: jamie.georgas@cbre.com  
Street Address: 400 South Hope Street, 25th Floor  
City: Los Angeles State: California Zip: 90071  
Home Phone: [REDACTED]

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

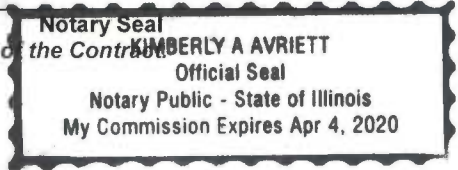
Signature: *Jamie Georgas* Date: *6/25/18*

Name of Person signing (Print): Jamie Georgas Title: Managing Director

Subscribed and sworn to before me this *25* day of *June*, 20 *18*

*Kimberly A Avriett*  
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

Cindy Kee

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

Signature

cindy.kee@cbre.com

E-mail address

Vice President and Assistant Secretary

Title

Date

(213) 613-3743

Phone Number

Subscribed to and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*See attached*

My commission expires:

X

Notary Public Signature

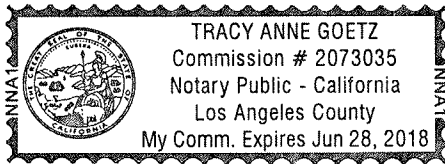
Notary Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**CALIFORNIA JURAT**

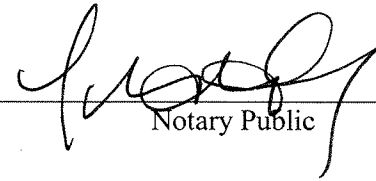
See Attached Document

State of California }  
County of Los Angeles }



(Seal)

Subscribed and sworn to before me on this 25<sup>th</sup>  
day of June, 2018 by  
Cindy Kee, proved to me on the  
basis of satisfactory evidence to be the person who  
appeared before me.

Signature   
Notary Public

**SECTION 4**

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**I. Contract Information:**

Contract Number: 1823-17224

County Using Agency (requesting Procurement): Department of Real Estate Management

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): CBRE Group, Inc.

Substantial Owner Complete Name: Publicly traded company

FEIN# 94-3391143

E-mail address: talia.reed@cbre.com

Street Address: 400 South Hope Street, 25th Floor

City: Los Angeles State: California Zip: 90071

Home Phone: [REDACTED]

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

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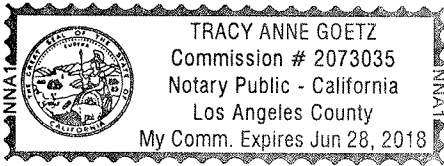


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**CALIFORNIA JURAT**

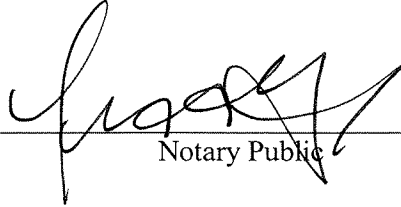
See Attached Document

State of California }  
County of Los Angeles }



(Seal)

Subscribed and sworn to before me on this 25<sup>th</sup>  
day of June, 2018, by  
Cindy Kee, proved to me on the  
basis of satisfactory evidence to be the person who  
appeared before me.

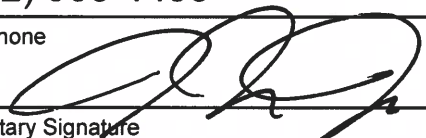
Signature   
Notary Public

SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Execution by Corporation

CBRE, Inc.  
Corporation's Name  
(312) 935-1455  
Telephone  
  
Secretary Signature

Jamie Georgas  
Managing Director's Printed Name and Signature *6/25/18*  
jamie.georgas@cbre.com  
Email  
*6/25/2018*  
Date

Execution by LLC

\_\_\_\_\_  
LLC Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Assumed Name (if applicable)  
\_\_\_\_\_  
Telephone and Email

Subscribed and sworn to before me this  
*25th* day of *June*, 2018.

  
Notary Public Signature

My commission expires:  
*7/12/2020*  
Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.





**SECTION 6  
COOK COUNTY SIGNATURE PAGE**

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

*Raffi Sarrafian*

COOK COUNTY CHIEF PROCURMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 9th DAY OF July, 2020

APPROVED AS TO FORM:

N/A  
ASSISTANT STATES ATTORNEY  
(Required on contracts over \$1,000,000.00)

**CONTRACT TERM & AMOUNT**

1823-17224  
CONTRACT #

APRIL 1, 2020 THROUGH MARCH 31, 2022 WITH TWO, ONE-YEAR RENEWAL OPTIONS  
ORIGINAL CONTRACT TERM RENEWAL OPTIONS (If Applicable)

\$537,851.00  
CONTRACT AMOUNT

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUN 18 2020**

**COM \_\_\_\_\_**