PROFESSIONAL SERVICES AGREEMENT

Consulting Services for Rosemont Blue Line Transportation Center Market Analysis

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF REAL ESTATE

MANAGEMENT

AND

KPMG LLP

CONTRACT NO. 2523-12300
PURCHASE ORDER NO. 70000412372

FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3 Schedule of Compensation
Exhibit 4 Electronic Payables Program (“E-Payables”)
Exhibit 5 Minority and Women Owned Business Enterprise Commitment
Exhibit 6 Evidence of Insurance
Exhibit 7 Board Authorization
Exhibit 8 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9 Economic Disclosure Statement

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 KPMG LLP, doing business as a(an) Limited Liability Partnership of the State of Deleware hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on July 16, 2026, as evidenced by Board Authorization letter attached hereto as EXHIBIT "7".

BACKGROUND

The County of Cook issued a Request for Qualifications "RFQ" for Consulting Services for Rosemont Blue Line Transportation Center Market Analysis. Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the submittal 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 Statement of Work
Exhibit 2 Key Personnel / Organization Chart
Exhibit 3 Schedule of Compensation
Exhibit 4 Electronic Payables Program ("E-Payables")
Exhibit 5 Minority and Women Owned Business Enterprise Commitment
Exhibit 6 Evidence of Insurance
Exhibit 7 Board Authorization
Exhibit 8 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9 Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1 Statement of Work
Exhibit 2 Key Personnel / Organization Chart
Exhibit 3 Schedule of Compensation
Exhibit 4 Electronic Payables Program ("E-Payables")
Exhibit 5 Minority and Women Owned Business Enterprise Commitment
Exhibit 6 Evidence of Insurance
Exhibit 7 Board Authorization
Exhibit 8 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9 Economic Disclosure Statement

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, Statement of Work 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 and specified in the Statement of Work.

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.

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 1, Scope of Services.

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 3. 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

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.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant
except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

Coverages

(a) **Workers Compensation Insurance**
Workers Compensation 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:

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

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

Each Occurrence	$1,000,000

General Aggregate	$1,000,000
Completed Operations Aggregate	$2,000,000

The General Liability policy shall include the following coverages:

(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

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

(d) **Excess/Umbrella Liability**

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

Each Occurrence: $1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than $1,000,000 per claim.

If any such policy is written on a claims-made form:

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

(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation, and Professional Liability (Errors & Omissions), shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an

additional insured even if they exceed the minimum insurance requirements specified herein.

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

(b) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The 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 the Consultant commences performance of its part of the work, the 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 Contract 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 the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies, except for Professional Liability, 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 or indirectly from or attributable to any claims arising out of or incident to the negligent or willful performance or nonperformance of the Contract by the Consultant, or the negligent or willful acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or

invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

Upon full and final payment of fees owed to Consultant under the contract, Consultant (i) assigns to the County all right, title and interest in and to the Deliverables except to the extent any Consultant Property is contained therein, and (ii) grants the County a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Consultant Property solely in connection with the County's intended use of the Deliverables. Consultant Property means Consultant, or its licensors', technology, methodologies, works of authorship and other materials created prior to or independently of the Services and all improvements, modifications and derivative works thereto, including all intellectual property rights appurtenant thereto.

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.

The County agrees that nothing in this Contract prevents Consultant from using any generalized knowledge retained in unaided memory for other client engagements such as experience, know-how, or any general ideas or concepts derived from or discovered during the provision of the services and does not contain the County's Information.

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 claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

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

j) Examination of Records and Audits

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

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

l) Professional Social Services

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

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

m) Limitation of Liability

Notwithstanding anything else in this Agreement to the contrary, including all attachments, the liability of the Consultant on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Agreement or the services performed under the Agreement shall be limited to three (3) times the total amount of fees payable to the Consultant over the entire term of this Agreement, excluding any extensions or renewals The provisions of this paragraph shall survive contract expiration or

termination.

n) Consultant Resources

Consultant may engage County-approved member firms of the KPMG network of independent firms and/or affiliated third-party providers ("Consultant Resources"), which are located within the United States, to assist in the performance of the services. Consultant remains responsible to the County for the performance of such Services, and adherence to obligations of confidentiality, by any Consultant Resources to the same extent Consultant is obligated under the terms of this Agreement.

o) Third Party Service Providers

Consultant will not disclose any information to third parties, except to its partners, principals, employees, subcontractors, and vendors on a business need-to-know basis under nondisclosure obligations at least as protective as those in this Agreement. Consultant is authorized to use infrastructure support services (e.g., Microsoft, Oracle, ServiceNow, etc.) to process, store, or transmit the County's data in connection with the performance of this Agreement.

p) Export Control

Consultant and the County acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Agreement. The County shall not provide Consultant, or grant Consultant access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.

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 August 1, 2026 ("**Effective Date**") and continue until July 31, 2027 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 0 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

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 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 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 as soon as practical 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 their 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.

Nothing herein shall preclude Consultant from filing a timely formal claim in accordance with applicable Illinois law. provided.

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 applicable 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 to the best of its knowledge:

(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 the total cost of all such amendments does not increase the total amount of the Contract beyond $200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond $200,000, 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 Section10.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, riots, pandemic, or terrorism(each a “Condition”). The delayed party shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the delayed party shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed promptly with the performance of their obligations under this Contract whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, the parties can jointly reconsider terminating or extending this Agreement.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following, as applicable.

1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims
(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents
(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the

Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within

the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and

Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which

implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective

Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

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12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the “Copyright Act”), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this

Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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
60 W. Washington Street, Floor 31
Chiago, IL 60602
Attention: James Essex

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: KPMG LLP
200 E. Randolph Street
Chicago, IL 60601
Attention: Ted Hamer, Principal

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

Statement of Work

Project: Cook County Consulting Services for Rosemont Blue Line Transportation Center Market Analysis
KPMG Draft Proposed Statement of Work
Submitted on: 4/3/26

The Consultant's responsibilities will include:

1. **Project Initiation and Management**: Facilitate a kickoff meeting with Cook County to confirm project goals, objectives, and a detailed work plan. Provide ongoing project management and progress reporting throughout the engagement.
2. **Site and Context Analysis**: Conduct a comprehensive analysis of the 11-acre site, including a review of existing documentation (e.g., environmental reports, surveys), zoning, and physical attributes. Perform a site visit to evaluate existing conditions, access, and visibility to establish a baseline understanding for all subsequent tasks.
3. **Stakeholder Engagement**: In coordination with the County, conduct interviews with key public and private stakeholders to gain insight into regional priorities, development plans, and market-related interests that may influence the redevelopment of the site.
4. **Market and Demand Analysis**: Perform a detailed real estate market analysis to identify unmet or underserved demand. This analysis will assess competitive supply, demographic trends, and market conditions for relevant uses, including residential, office, medical, retail, and hospitality.
5. **Development Scenario Planning**: Develop three (3) distinct, market-feasible development scenarios for the site. Each scenario will feature a different mix of land uses and will be accompanied by conceptual site plans, visual representations, and a preliminary assessment of financial feasibility.
6. **Financial and Economic Analysis**: For each of the three development scenarios, create a detailed financing plan that includes an economic and tax impact analysis, an exploration of commercial structuring options (e.g., ground leases, public-private partnerships), and the development of pro forma financial models to identify potential funding and financing pathways.
7. **Final Reporting**: Prepare and deliver a final presentation and a comprehensive report summarizing the project's findings, including the site analysis, market

conditions, development scenarios, and the detailed financing plan for each scenario.

EXHIBIT 2

Key Personnel / Organization Chart

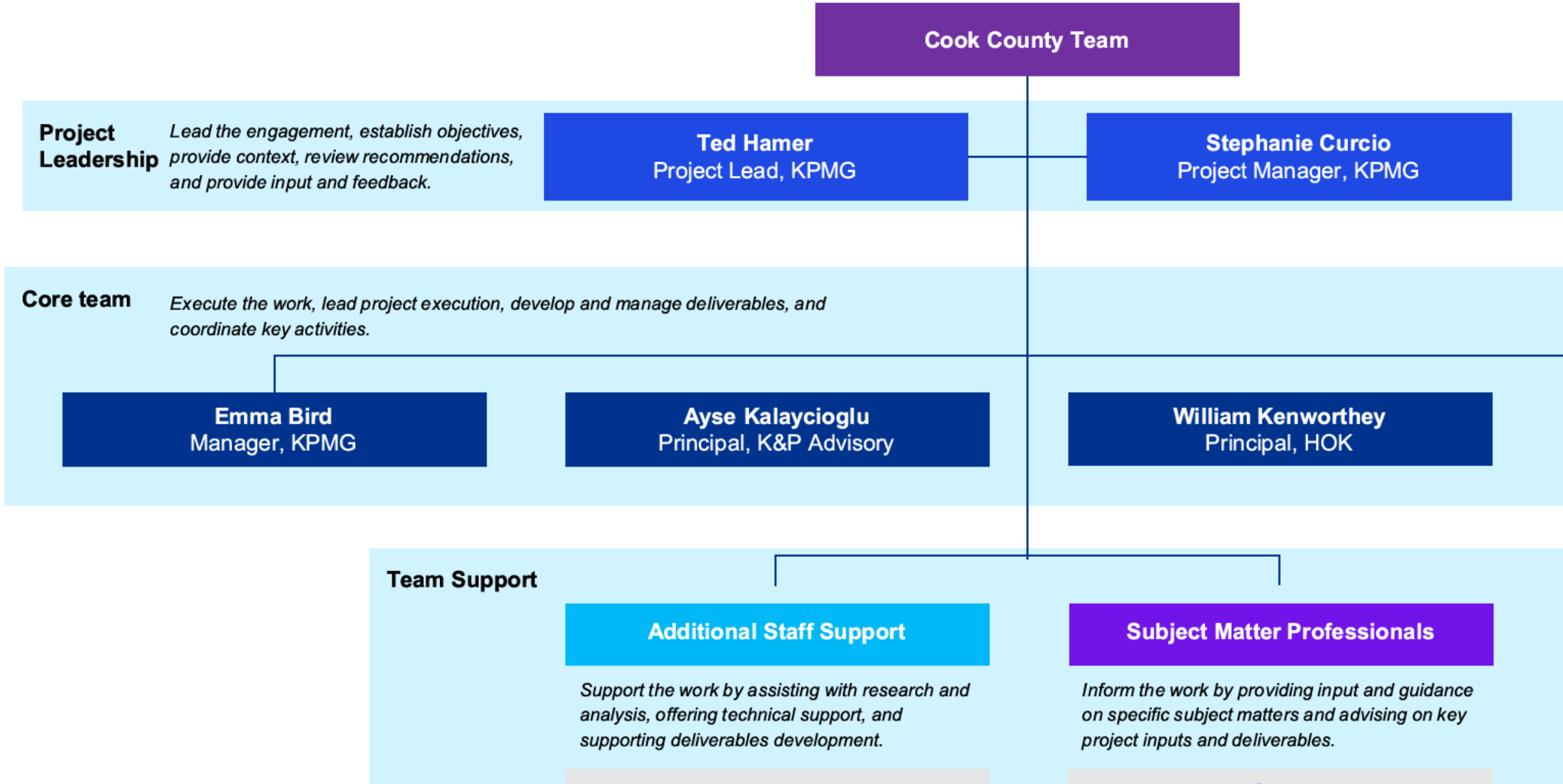
Cook County Rosemont Blue Line Market Analysis

KPMG Team Business Structure

Introduction to Our Project Team:

- **KPMG LLP (Prime Contractor):** Provides advisory services in real estate and infrastructure, including stakeholder coordination, financial planning for transit-oriented developments.
- **HOK, Inc. (Subcontractor):** Provides design and urban planning services, translating market insights into practical development concepts
- **K&P Advisory, LLC (Subcontractor):** Focuses on economic development and policy strategy, supporting implementation for regional gro

The team organizational structure is categorized into four main groups, each with a distinct role in the engagement.



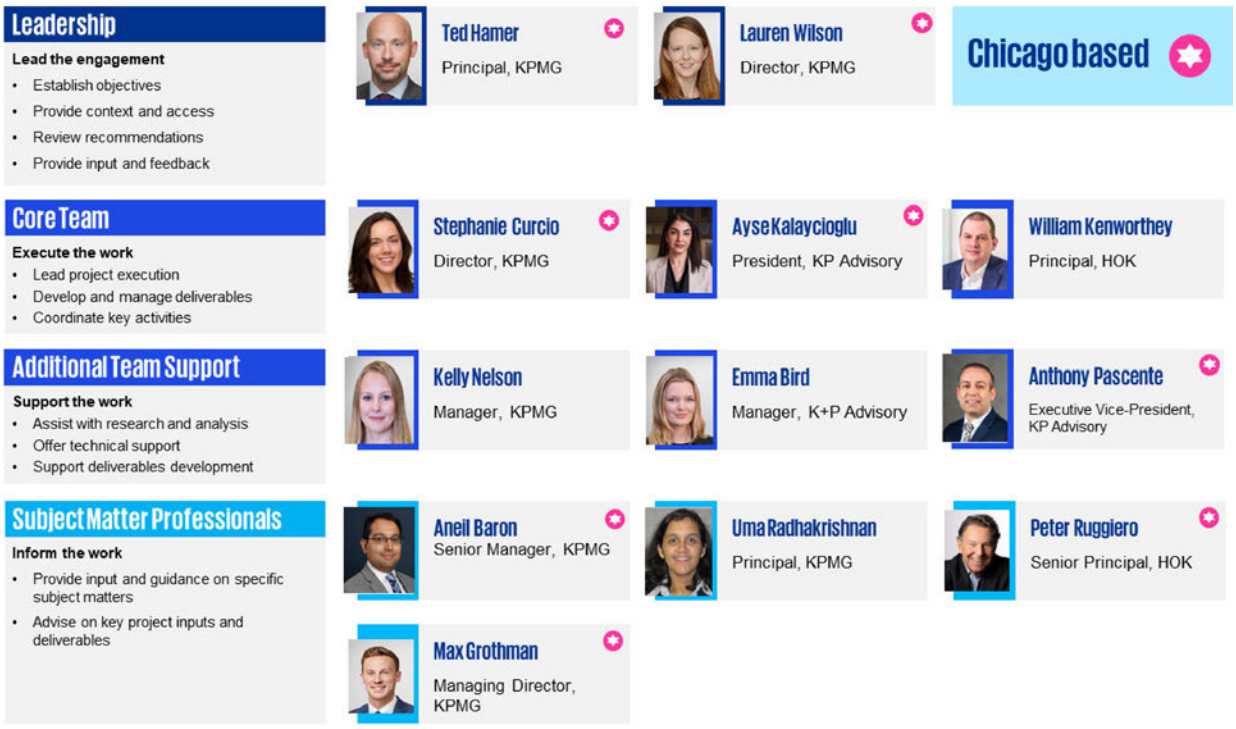
Key Personnel

The success of the Rosemont Blue Line Transportation Center Market Analysis hinges on the quality, experience, and dedication of the team leading the engagement. We have specifically selected the following team to provide the highest level of service to Cook County. This team has the direct experience needed to deliver a market analysis, identify viable land uses, quantify demand, and outline financing pathways that reflect the realities of the Chicagoland market.

Led by Ted Hamer and Lauren Wilson as Project Lead and Project Manager, the spectrum of experience represented in our proposed team reflects our careful review of the service expectations and technical requirements of the scope, as well as our understanding the priorities and challenges associated with market analysis and developing successful TOD opportunities.

Ted and Lauren will work closely with the Core Team, including Stephanie Curcio, Ayse Kalaycioglu and William Kenworthey, on the day-to-day execution of the project. The Core Team will lead the hands-on analysis and development of all key deliverables outlined in the RFQ, from the site context study to the final financing scenarios. We confirm our commitment to making these individuals available for the duration of the project, as detailed in the time commitments below.

Additional support for the day-to-day analysis and execution will be provided to the Core Team by the Additional Team members. Finally, will leverage a group of senior specialists (Subject Matter Professionals) to provide targeted insights on specific technical matters, validate assumptions, and bring national leading practices to the project as needed.



Please note that further details regarding key personnel's experience and education can also be found Appendix A - Resumes.

Key Personnel	
Ted Hamer  **Principal** **Firm:** KPMG LLP **Years of experience:** 24+ years	Ted is a Chicago-based Principal who will serve as the Engagement Lead, providing senior oversight and strategic direction for Cook County. He lives in Hyde Park/Kenwood and brings over 24 years of experience supporting clients in the Chicago market and nationally on complex real estate and infrastructure projects. He is currently leading KPMG's efforts with DCEO on the feasibility assessment for One Central, for Cook County on the Harrison Square redevelopment, and for IDOT. Ted led the redevelopment of Chicago's Union Station with Amtrak, which included the new BMO Tower, and has extensive experience with major real estate and project development efforts, including securing financing through methods such as TIFIA and RRIF. He has worked with numerous local entities including the City of Chicago, CTA, and RTA. Beyond Illinois, his clients include Amtrak, where he led the redevelopment of Philadelphia's 30th Street Station, and the states of Michigan, Indiana, and Ohio, where he provides support related to infrastructure strategy and project development services. **Time Commitment to Cook County:** 20% **Level of Commitment to Other Projects:** 80% **Key reference:** • Gia Biagi, Secretary, Illinois Department of Transportation | 69 W. Washington St., Chicago, IL 60602 | 312-285-69931 | Gia.Biagi@Illinois.gov • Ryan Mitchell, Administrator, Office of Major Projects, Michigan Department of Transportation | 425 W Ottawa St, Lansing, MI 48933 | 517-614-7025 | mitchellr13@michigan.gov • John O'Connor, Policy and Program Development Manager, Illinois Department of Commerce & Economic Opportunity | 555 West Monroe, 12th Floor, Chicago IL 60661 | 217-782-6022 | john.oconne@illnois.gov

Key Personnel

Lauren Wilson



Director
Firm: KPMG LLP
Years of experience: 14+ years

Lauren is a Chicago-based Director who will serve as the overall Project Manager and day-to-day point of contact for the County. A frequent Red and Brown Line CTA commuter, Lauren has first-hand experience with the TOD in Chicagoland. Lauren brings the County over a 14-years of experience advising the public sector on complex infrastructure and real estate projects, with a focus on TOD and affordable housing. Lauren has advised clients on over $6.0 billion of TOD transactions and currently leads the KPMG team advising the County on the redevelopment options for Harrison Square. She is also currently advising RDA on its TOD program and development opportunities in Northwest Indiana, and Illinois DCEO on the feasibility of the One Central Project.

Time Commitment to Cook County: 50%

Level of Commitment to Other Projects: 50%

Key references:

- Jason Dudich, CFO, Indiana University | University Hall 5035, 301 University Blvd. Indianapolis, IN 46202 | 317-443-9440 | jdudich@iu.edu
- Sherri Ziller, President, Northwest Indiana Regional Development Authority | 9800 Connecticut Drive, Crown Point, IN 46307 | 219-644-3500 |sziller@rda.in.gov
- John O'Connor, Policy and Program Development Manager, Illinois Department of Commerce & Economic Opportunity | 555 West Monroe, 12th Floor, Chicago IL 60661 | 217-782-6022 | john.oconner@illnois.gov

Stephanie Curcio



Director
Firm: KPMG LLP
Years of experience: 10+ years

Stephanie is a Director in KPMG's Infrastructure Advisory practice with deep roots in the Rosemont community, having grown up in the area. For the Cook County project team, Stephanie will be instrumental in developing the market analysis, economic impact assessments, and financial proformas for the three development scenarios. She brings 10 years of experience advising public sector clients on the economic and financial feasibility of large-scale, transit-oriented redevelopment projects. Her experience includes structuring public-private partnerships and navigating federal financing options, both components for this project. Prior to joining KPMG, Stephanie was an economist at AECOM, where she focused on infrastructure investment analysis.

Time Commitment to Cook County: 50%

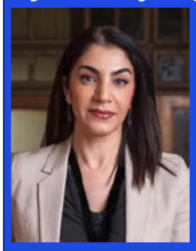
Level of Commitment to Other Projects: 50%

Key reference:

- Daniel Johnson, Secretary, North Carolina Department of Transportation | 1 S Wilmington St, Raleigh, NC 27601 | 919-733-9150 | dhjohnson4@ncdot.gov
- Julie White, Deputy Secretary for Multimodal Transportation, North Carolina Department of Transportation | 1 S Wilmington St, Raleigh, NC 27601 | 919-707-2816 | juliewhite@ncdot.gov
- Piper Darlington, Director, Colorado Transportation Investment Office | 2829 W. Howard Place, Denver, CO 80204 | 541-499-8166 | piper.darlington@state.co.us

Key Personnel

Ayse Kalaycioglu



President
Firm: K&P Advisory LLC
Years of experience: 25+ years

Ayse brings over 25 years of dedicated experience in architecture, construction, and project management to the Cook County team. She will lead the stakeholder interviews and support the development of the three potential site plans, drawing upon her extensive background in facility assessments and capital improvement planning for government clients. Ayse is known for her disciplined approach to schedule and budget management and has a proven track record of devising creative contracting solutions for critical infrastructure challenges. Her ability to develop sound implementation strategies will be instrumental in formulating the financing plans for each development scenario. She was recently featured in American Builders Quarterly, which named her a "Chicago All Star" for her contributions to the region's built environment.

Time Commitment to Cook County: 50%

Level of Commitment to Other Projects: 50%

Key reference:

- Robin Varnado | Chief Operating Officer at Erie Family Health Centers | 312.432.7373 | rvarnado@eriefamilyhealth.org
- Simone Mitchell-Peterson | Chief Executive Officer at Little Brothers – Friends of the Elderly | 312.455.1000 | smp@lbfechicago.org
- Janel Forde | Senior Vice Chancellor for Operations at University of Colorado | 917.971.3576 | jlforde@gmail.com

William Kenworthey



Principal, Regional Leader of Planning
Firm: HOK
Years of experience: 27 years

William leads HOK's urban design projects across the Northeast region. He has been responsible for leading high-profile projects throughout his 27 years in the field, and his work includes efforts for government agencies, private developers, institutions and Fortune 500 Companies. Bill has successfully navigated the approvals and public engagement processes for projects in cities including New York, Philadelphia, Arlington, VA and Hartford, CT. His current work includes the New York City Football Club Stadium at Willets Point, Cook County, and the Royal Caribbean Headquarters in Miami. Bill has published and lectured internationally on public realm, waterfront development and resiliency.

Time Commitment to Cook County: 50%

Level of Commitment to Other Projects: 50%

Key reference:

- Jamie Brätt, AICP, LEED AP, Business Line Leader for Community Development, Fuss & O'Neill | 860-646-2469 x610 | JBratt@fando.com
- Reggie Thomas, Director, Edgemoor Infrastructure & Real Estate LLC | 301-272-2910 | reggie.thomas@edgemoor.com
- Andrew Arel, Executive Director, Operations and Design & Delivery, Disney Corporate Real Estate | andrew.arel@disney.com



Ted Hamer

Principal

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Education, Licenses & Certifications

- M.B.A. Finance and Strategy, DePaul University
- B.Sc., University of Wisconsin-La Crosse
- FINRA Licenses: Series 24, 63, 79, and 82

Transit and Transportation Clients

- Central Ohio Transit Authority
- Chicago Skyway Concession Company
- Chicago Transit Authority
- Dallas Area Rapid Transit
- Hyundai North America
- Illinois DOT
- Indiana DOT
- Los Angeles Country Metropolitan Transportation Authority
- Jacksonville Transportation Authority
- Massachusetts Bay Transit Authority
- Michigan DOT
- North Carolina DOT
- Ohio DOT
- RTA of Chicago

Project Leadership

Background

Ted is a Chicago-based Principal who will serve as the Engagement Lead, providing senior oversight and strategic direction for Cook County. He lives in Hyde Park/Kenwood and brings over 24 years of experience supporting clients in the Chicago market and nationally on complex real estate and infrastructure projects.

He is currently leading KPMG's efforts with DCEO on the feasibility assessment for One Central, for Cook County on the Harrison Square redevelopment, and for IDOT. Ted led the redevelopment of Chicago's Union Station with Amtrak, which included the new BMO Tower, and has extensive experience with major real estate and project development efforts, including securing financing through methods such as TIFIA and RRIF. He has worked with numerous local entities including the City of Chicago, CTA, and RTA. Beyond Illinois, his clients include Amtrak, where he led the redevelopment of Philadelphia's 30th Street Station, and the states of Michigan, Indiana, and Ohio, where he provides support related to infrastructure strategy and project development services.

Professional and Industry Experience

- **ONE Central Feasibility Study – Illinois Department of Commerce and Economic Opportunity (DCEO):** Ted is leading KPMG's feasibility assessment of a developer's proposal for ONE Central, in Chicago – a significant, multi-billion-dollar transit-oriented development (TOD) with potential benefits associated with activating under-developed real estate, connecting various modes of transit, building communities, and invigorating the adjacent precinct.
- **Regional Transportation Authority of Chicago (RTA) – ONE Central Project Analysis**: Ted led an analysis of the proposed ONE Central project. ONE Central would be one of the largest real-estate developments in Chicago using air rights and a new platform overbuild of existing rail tracks. KPMG reviewed the proposed terms and conditions and helped the RTA evaluate value capture scenarios to support financing of the project.
- **Cook County– Redevelopment of Illinois Medical District:** Ted is leading the KPMG team providing financial advisory and market analysis services to Cook County and Cook County Health on its long-term redevelopment plan for real estate assets in the Illinois Medical District. KPMG is assisting Cook County to identify development opportunities, in evaluate development and financing options, analyze commercial structures, and procure development partners.
- **Regional Transportation Authority of Chicago (RTA):** Ted was the overall program manager for KPMG innovative finance and P3 mandate for RTA. Ted led a study of transit options as part of the I-90 rehabilitation with RTA and Illinois Toll Highway Authority, including assessment of potential private delivery opportunities for both commuter rail and bus rapid transit.



- **Amtrak – Philadelphia 30th Street Station:** Ted led KPMG's analysis – advising Amtrak on the procurement of a master developer for the Philadelphia 30th Street Station. The project includes a unique commercial structure that combines an availability payment with commercial revenue risk on concessions revenue at the Station. Ted led the project team advising Amtrak on the development of the RFP, including key commercial and financial terms, financial model review and assisting Amtrak in negotiations with the preferred proposer and commercial and financial close support.
- **Illinois Department of Transportation (IDOT):** Ted is currently leading KPMG's assistance in understanding the range of possible financial analysis for airport and non-airport uses at a confidential site to assess current advanced manufacturing opportunities around mega-site development. The project is a major transportation hub located outside Chicago.
- **Amtrak Chicago Union Station Redevelopment:** Ted led KPMG team that worked with Amtrak to redevelop Union Station. In 2017 Amtrak selected a preferred master developer after KPMG team helped craft a marketable, financeable, and deliverable redevelopment of this landmark facility. This effort required close coordination with the City of Chicago, RTA, Metra, IDOT and the FRA.
- **Dallas Area Rapid Transit (DART) MaaS Development:** Ted is leading a multi-disciplinary team to help DART explore the feasibility of making its current GoPass / UP3 trip-planning and payment processing application available as a Mobility-as-a-Service (MaaS) for use by transit agencies and cities. This work includes a market demand analysis, a review of organizational capacity and capabilities and a technology assessment.
- **Central Ohio Transit Authority (COTA) Strategic Plan Development:** Ted is the lead partner for KPMG efforts to help COTA develop a 5-year strategic plan, with a particular focus on defining the agency as the leading mobility provider in the greater Columbus, Ohio metropolitan area.
- **Drive Ohio/Ohio Department of Transportation (ODOT) Strategic Plan:** Ted is leading KPMG work with Drive Ohio, which was formed by Executive Order as a component of ODOT to be the central clearinghouse for future mobility in Ohio. KPMG has worked with Drive Ohio on the development of a thorough strategy around the adoption of autonomous vehicles, mobility-as-a-service (MaaS) and electrification. This strategy will assess how ODOT approaches its planning, funding and service delivery approaches.
- **Massachusetts Bay Transit Authority (MBTA) AFC 2.0:** Ted is a senior leader on the KPMG team assisting MBTA with the implementation of AFC 2.0 involving a public-private partnership (P3) with Cubic and John Liang. Ted has led the efforts to deliver a risk assessment and overall governance and operating model for MBTA.
- **Los Angeles County Metropolitan Transportation Authority (LA Metro) On-Demand Transit Development:** Ted is leading KPMG efforts helping LA Metro introduce and expand "micro-transit" service as part of Metro's overall transit offering. This has included helping establish the commercial and operational framework for three pilot



projects involving teams represented by Transportation Network Companies (TNCs), transportation planners, and data scientists.

- **Jacksonville Transportation Authority (JTA):** KPMG has been engaged to help JTA conduct a risk analysis of the deployment of autonomous fleet technology for the Ultimate Urban Corridor project to replace the current skyway system and infrastructure. Ted is leading a multidisciplinary team focused on the full use and risks including (but not limited to) cyber, deployment, lifecycle, funding and perceptive risks of autonomous fleets.



Lauren Wilson

Director, Advisory

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Education, Licenses & Certifications

- MBA, Georgetown University
- B.A., Economics and International Relations, University of St Andrews

Project Leadership

Background

Lauren is a Director in KPMG Infrastructure Advisory Services practice with 14 years of experience providing commercial and financial advisory services to government clients on complex infrastructure and real estate projects. Lauren is focused on the nexus of infrastructure, real estate and economic development, and brings a detailed understanding of a spectrum of delivery options, including public-private partnerships and alternative project delivery. She has advised clients on over $6 billion of transactions in the TOD, real estate and transit sectors.

Professional and Industry Experience

- **ONE Central Feasibility Study – Illinois Department of Commerce and Economic Opportunity (DCEO):** Lauren is the project manager on KPMG's feasibility assessment of a developer's proposal for ONE Central, in Chicago – a significant, multi-billion-dollar transit-oriented development (TOD) with potential benefits associated with activating under-developed real estate, connecting various modes of transit, building communities, and invigorating the adjacent precinct.
- **Cook County– Redevelopment of Illinois Medical District:** Lauren is the project manager for the KPMG team providing financial advisory and market analysis services to Cook County and Cook County Health on its long-term redevelopment plan for real estate assets in the Illinois Medical District. KPMG is assisting Cook County to identify development opportunities, in evaluate development and financing options, analyze commercial structures, and procure development partners.
- **Illinois Department of Transportation (IDOT):** Lauren is currently leading KPMG's assistance of the State of Illinois in understanding the range of possible financial analysis for airport and non-airport uses at confidential site to assess current advanced manufacturing opportunities around mega-site development. The project is a major transportation hub located outside Chicago.
- **Northwest Indiana Regional Development Authority (RDA):** Lauren is currently leading a team advising the RDA on TOD strategies within tax-increment finance districts ("TDDs"). Lauren is currently leading the development of program policies and procedures to assist the RDA in establishing the TDDs. She is also advising the RDA on TOD planning efforts in two member communities and on joint development impacts for TOD opportunities in the newly established TDDs.
- **Amtrak – Philadelphia 30th Street Station:** Lauren was the project manager advising Amtrak on the procurement of a master developer for the Philadelphia 30th Street Station. The project includes a unique commercial structure that combines an availability payment with commercial revenue risk on concessions revenue at the Station. Lauren was the day-to-day point of contact for project and is advising Amtrak on the development of the RFP, including key commercial and financial terms, financial model review and scenario analysis. Her work also included assisting Amtrak in negotiations with the preferred proposer and commercial and financial close support.



- **Florida Atlantic University (FAU):** Lauren advised FAU on the redevelopment of a university-owned parcel in downtown Fort Lauderdale. Her work included identifying redevelopment options, conducting financial feasibility analysis, collecting market feedback, and developing a procurement strategy for the University.
- **Florida Atlantic University (FAU):** Lauren advised FAU on the redevelopment of a university-owned parcel for workforce housing. Her work included conducting financial feasibility analysis, analyzing financial and commercial structures, conducting risk analysis, and developing a procurement strategy for the University.
- **Northwest Indiana Regional Development Authority (RDA):** Lauren is currently advising the RDA on the development and implementation of two regional rail projects consisting of a new commuter rail extension ($850+ million), double tracking of an existing commuter rail line ($640+ million), upgrade of four existing stations. She recently supported the RDA on two RRIF financings for the rail projects, and has advised on the application and implementation of the Capital Improvement Grants for both projects.



Stephanie Curcio

Director

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Education, Licenses & Certifications

- MS, Economics and Sustainable Management, DePaul University
- BS, Economics and Environmental Science, DePaul University
- Project Management Professional (PMP)
- Project Finance & Infrastructure Modeling Certification (Pivotal180)
- Executive Certificate in Advancing Sustainability NYU Stern School of Business
- Envision Sustainable Infrastructure Professional
- Certified Geographic Information Systems Professional (GISP)

Core Team

Background

With 10 years of experience providing financial and economic advisory services to state and local governments, Stephanie will co-lead the market analysis and financing plan development for the Rosemont Blue Line Transportation Center. She brings a unique local perspective, having grown up in the Rosemont area.

Stephanie's work focuses on developing funding strategies for complex capital programs, a critical function for this federally grant-funded project. As co-lead of KPMG's Infrastructure Funding Center of Excellence, she advises clients on securing and leveraging federal investments. She will apply her background in financial structuring and commercial feasibility to create the three development scenarios and their corresponding proformas. Her experience supporting public-private partnership (P3) procurements and commercial negotiations will directly inform the multi-year action plans for Cook County.

Prior to KPMG, Stephanie was an Economist at AECOM, where she evaluated the economic impacts of large-scale capital programs, a skill she will apply to the economic impact analysis required in the scope of work.

Professional and Industry Experience

- **Cook County – Redevelopment of Illinois Medical District**: Provided market analysis and redevelopment planning for Cook County, including financial analyses, economic impact summaries, and ongoing collaboration with stakeholders.
- **Chicago Metropolitan Mayors Caucus (MMC):** Engaged with the MMC on the Greenest Region Compact to convert the sustainability plans of 273 Chicago municipalities into implemented projects, focusing on electric vehicles, charging infrastructure, and distributed solar.
- **100 Resilient Cities (Chicago) – Rockefeller Foundation**: Developed socioeconomic forecasting tools to analyze complex transportation equity issues and recommended strategic community, workforce, and transit-oriented development investments within Chicago.
- **NCDOT Charlotte Gateway Real Estate and Funding Advisory**: Led a team providing financial analysis and strategic guidance for NCDOT in the land valuation assessment for the Charlotte Gateway Project. Negotiated lease rates and supported the successful award of a discretionary federal grant.
- **Illinois Department of Transportation (IDOT) Bridge Bundling**: Engaged with IDOT in developing a detailed quantitative delivery options analysis to support the advancement of the procurement process for statewide bridge bundling partnership.
- **Commonwealth Edison (ComEd):** Developed a utility-led strategy for low carbon communities to meet the goals of innovation, connectivity, reduced carbon, and improved equality. Engaged in the assessment of energy grid modernization and efficiency plans and smart city pilot initiatives.



- **Central Ohio Transit Authority (COTA) Strategic Plan**: Developed COTA's first organizational strategic and operational plan, focusing on future mobility services and data analytics diversification within the Central Ohio region.
- **Colorado Department of Transportation (CDOT) Mountain Rail Development**: Provided financial, economic, and commercial advisory services for the Colorado Mountain Rail Project. Developed thorough funding and financing strategies, commercial feasibility assessments, and public-private partnership strategies.
- **Colorado Transportation Investment Office (CTIO)**: Developed a thorough grant strategy and Multimodal Strategic Capital Plan for CTIO, aligned with capital improvements and compliance with funding standards.
- **NCDOT Grant Office and Federal Funding Strategic Support**: Established NCDOT's first formal Grant Office, developed project readiness and prioritization tools, and provided strategic support in assessing project needs and priorities for federal funding opportunities.
- **Marquette University Real Estate P3 Support**: Engaged in financial and commercial analysis for Marquette University's project development efforts, including RFP and procurement document development, and evaluation of proposals.
- **Port of Kansas City (Port KC) Intermodal Facility P3 Support**: Advised Port KC on financial, risk, and qualitative analysis for the Missouri River Terminal project. Secured significant funding to advance project development.
- **Broward County, Florida Campus Redevelopment P3 Support**: Advised on structuring the partnership transaction for the Joint Government Center Campus with a focus on procurement planning and financial viability.



Kelly A. Nelson

Manager

KPMG LLP

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Education, Licenses & Certifications

- B.S., Indiana University, Real Estate and Finance, Kelley School of Business
- Certified General Trainee Real Estate Appraiser in Illinois
- Certified General Appraiser in Colorado
- Candidate for Designation, Appraisal Institute

Additional Team Support

Background

Kelly is a Manager in KPMG's Economic and Valuation Services practice with over six years of experience in commercial real estate strategy. She will lead the technical analysis for the Rosemont project, including the competitive supply and demand trend analyses outlined in the scope of work. Kelly will apply her data-driven and financial modeling skills to perform the market feasibility study and help determine the highest and best use for the 11-acre site. Her findings will form the analytical foundation for the three potential development plans and their associated financial proformas. She has a demonstrated history of leading market and feasibility studies for a range of clients, including government agencies, public institutions, and private developers.

Professional and Industry Experience

- **State of Colorado Department of Personnel and Administration - Burnham Yard**: Assisted the State of Colorado with development planning for Burnham Yard, a large, transit-oriented, urban parcel of land located in Denver, Colorado. Lead an in-depth market study to inform the site's redevelopment vision, site plan, and the economic considerations for ongoing and future transportation and planning-related projects. The analysis included thorough supply and demand analysis, forecasted site supply capture, density analysis, and financial feasibility studies. Provided the state with scenarios that present the most financially feasible development structures while maintaining equitable goals of the city and state.
- **Lakewood Complex**: Kelly led the real estate market analysis by performing a review of competitive supply and impacts on affordable, attainable and market rate housing demand. She also provided strategic input on planning for subsidy gaps or low-income tax abatement financing and provided a developer lens on the procurement planning, including review of the RFQ/RFP.
- **Northwest Indiana Regional Development Authority (RDA)**: Currently working on transit-oriented development (TOD) opportunities associated with the planned commuter rail expansion and double tracking in the region. This includes leading regional and local market studies, highest and best use valuations, and attending various community meetings for the implementation of Transit Development Districts (TDD). Specifically, Kelly has assisted the RDA with evaluating development options to attract affordable and mixed-rate housing developments. This analysis allows the RDA to have meaningful discussions with communities regarding their affordable housing needs, and addressing key aspects such as financial capacity, developer interest, market feedback, zoning, density, and development permissibility. Examples of this work include a submarket analysis of Gary, Indiana's entire housing market, as well as a more focused multifamily station development in Hammond, Indiana.
- **ExchangeRight**: Leading quarterly and annual fund valuations of up to 1,300+ properties. Responsible for developing a process to efficiently handle the review of 1,000+ lease documents and accurate cashflow



modeling within ARGUS. Gained significant efficiencies by creating a quarterly update model to automate and populate KPMG's cashflow analysis with ExchangeRight's newly acquired and recently disposed properties. The quarterly analysis incorporates data-driven, researched backed market support for inflation uncertainties, property investment trends, tenant credit risk, and more.

- **Sterling Bay**: Leading an annual workstream that provides Sterling Bay with valuation reports used for investor fund reporting. The funds include a diverse mix of 50+ assets located throughout the United States (e.g., office, life science, multifamily, hospitality and retail). The valuations require review of operating budgets, market analysis, complex ARGUS and excel cashflow modeling, and a keen eye to detail.
- **Washington DC Deputy Mayor for Planning and Economic Development (DMPED)**: Evaluated developer proposals, performed developer proposal benchmarking, and prepared valuation sensitivities for several proposed developments in Washington DC.



Emma Bird

Manager

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Education, Licenses & Certifications

- Master of Urban Planning (Real Estate Development), Harvard University Graduate School of Design
- BA in Urban Studies, Vassar College

Additional Team Support

Background

Emma is a 6-year real estate industry professional with experience managing public-private real estate partnerships, including assisting public sector agencies with development concepts, feasibility analyses, portfolio management decisions, and the structuring and execution of real estate transactions. Prior to KPMG, she served as Senior Advisor for Real Estate Strategy at the Boston Planning & Development Agency, and as a Senior Associate on the New York City Economic Development Corporation's Real Estate Transaction Services team.

Professional and Industry Experience

- **Cook County– Redevelopment of Illinois Medical District**: KPMG is providing financial advisory and market analysis services to Cook County Health (CCH) for its Long-Term Plan for its real estate assets in the Illinois Medical District. Emma is assisting in evaluating development and financing options, analyzing commercial structures, conducting stakeholder interviews, and gathering market feedback.
- **Massachusetts Department of Transportation – Service Plazas**: Emma is currently supporting the MassDOT Service Plaza financial advisory project. This entails supporting MassDOT as they evaluate and select an operator to revitalize all 18 state-run service plazas across the Mass Pike and other key highways. Critical elements of the project include balancing revenue generation with the need to deploy capital in order to modernize amenities, build out EV charging for passenger and heavy-duty vehicle, and provide world class service to customers.
- **One Central Feasibility Study – Illinois Department of Commerce and Economic Opportunity (DCEO)**: KPMG is engaged to evaluate a developer proposal for the One Central site in Chicago and provide a detailed assessment of the proposed projects economic viability. Emma assisted in the financial model analysis and commercial structuring workstreams, including reviewing the developer's cashflow model, preparing sensitivity analysis, quantifying potential costs and benefits to the State, and assessing the proposed public-private partnership structure.
- **Charlotte Gateway Station Project – North Carolina Department of Transportation (NCDOT)**: KPMG is engaged to evaluate a developer proposal for the Charlotte Gateway Station Project – a proposed multi-modal transportation hub and mixed-use development in Charlotte, North Carolina. Emma assisted in the commercial structure review, term sheet development, negotiation and project management support, and review of project financials proposed by the developer.
- **12th and Imperial Project – San Diego Foundation**: KPMG is engaged as the lead financial, commercial, and strategic advisor for the Foundation. The team is helping the Foundation run a national developer competition to identify a developer team to redevelop a vacant site on land owned by the San Diego Metropolitan Transit System. Emma assisted in the financial analysis and commercial structuring of the public-private partnership.



- **Boston Site Feasibility Analyses**: While in a prior role at the Boston Planning and Development Agency (BPDA), Emma led numerous feasibility analysis to identify redevelopment scenarios, funding sources, and public-private partnership structuring opportunities for publicly-owned sites in Boston, including: a site in Downtown Boston to be redeveloped for non-profit use and for housing, and an MBTA-owned site to be transferred to the City for a mixed-use redevelopment.
- **Public-Private Partnership and Real Estate Disposition**: While in prior roles at the Boston Planning and Development Agency (BPDA) and at New York City Economic Development Corporation (NYCEDC), Emma led numerous procurements for private real estate developers to redevelop publicly-owned land, including:
  - Parcel U at 7 Channel Street in the Raymond L. Flynn Marine Park, which is located on BPDA-owned land and will be redeveloped, under a ground lease with a private developer, as lab space and a new Boston Fire Department station. Emma assisted in the review of developer proposals, and negotiation of the term sheet for the transaction.
  - Parcel P-12C and Parcel R-1, both in Chinatown in Boston, which are located on BPDA-owned land will both be redeveloped as affordable housing underground leases with private developers. The R-1 project will also include a new Boston Public Library branch. Emma led RFP drafting, term sheet negotiation, and ground lease negotiation for both projects.
  - Bus Depot on 126th Street, which is a block-long New York City-owned site of a former bus depot, is undergoing redevelopment into a mixed-use project with housing, commercial uses, a museum, and open space. Emma assisted in RFP drafting, stakeholder outreach, and overall commercial structuring.



Uma Radhakrishnan

Principal

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Education, Licenses & Certifications

- Ph.D in Economics, University of Virginia
- M.A., Economics, University of Virginia
- B.A., Economics & Mathematics, Adelphi University

Subject Matter Professional

Background

Dr. Uma Radhakrishnan is a Principal and economist in KPMG's Economic and Valuation Services practice. She will lead the economic impact and demand trend analyses for the Rosemont Transportation Center redevelopment. Uma will be responsible for developing the input-output model required to estimate the construction jobs, permanent jobs, and overall economic impact the development would have on Cook County. She specializes in creating predictive data models to forecast future outcomes, a function she will apply directly to the unmet/underserved demand analysis.

She has led numerous economic impact projects for public sector clients, assessing the direct, indirect, and induced contributions of major real estate and transportation projects on local and state economies. Uma leverages advanced data analytics and visualization techniques to inform strategic decision-making. She received her Ph.D. in economics from the University of Virginia.

Professional and Industry Experience

- Led a study from a US state office of management and budget in evaluating a multi-billion dollar proposed real estate development and transit hub. The analysis included an in-depth review of ridership projections, network effects, and the economic and tax benefits to the community and the state.
- Led a workstream assisting a US state transit agency commission in analyzing historical and future contractor spend, conducting a market capacity study for the availability of labor and contractors for a large proposed increase in capital expenditure.
- Led a project conducting an economic impact analysis for a state's hospital industry using an input-output model, quantifying the economic effects of revenue decrease due to the end of the state's CMS waiver; assessed impacts on employment, labor income, economic output, and tax revenues across the state.
- Led a study for a large not-for-profit hospital system in determining the economic contributions of one of its hospitals and related facilities on the local economy as driven by its capital expenditures, operating expenditures, and patient and visitor spending.
- Estimated the economic impacts of a health insurance company on local and state economies, and separately estimated the economic impacts associated with its diverse supplier spend.
- Led a cross-functional team to help a large technology company assess and understand the local environment across several locations using publicly available data, propriety data, and stakeholder interviews to assess local profiles and perceptions in the context of the economic, workforce, social, and environmental background. This entailed developing insights leveraging human-centric and data-centric lens to assess risks and opportunities focusing on specific social equity and inclusion factors for purposes of site selection and community program development.



- Led the development of econometric models to assess the social and economic impacts due to broadband infrastructure enhancement and digital connectivity on various economic, health, and educational outcomes.
- Conducted an independent economic contribution assessment of multi-billion-dollar energy project on the city, county and state economies across the development, build, and operations phase of the project.
- Involved in conducting fiscal policy analysis for a State Department of Treasury using computational macroeconomic modeling techniques. Conducted fiscal policy and macroeconomic analyses to quantify the economic impact of alternative tax policies (i.e., changes in individual income tax, corporate income tax, and consumption tax) on tax revenues, as well as the effect on the state's economy.
- Led a study for a large technology company in assessing the economic contributions of its U.S based data centers on the state and local economies.
- Led a study for a large venture capital company quantify state-level economic impacts of its investments and that of its industry peers as associated with a state tax incentive program. Involved in estimating the economic contributions of over 500 investments associated with state tax credit incentive program across multiple states.
- Estimated the economic impacts for a 40-year period under three proposed theme park and hotel construction scenarios on the local economy.
- Estimated the economic contributions of a sports stadium's operations, capital expenditure and associated visitor spending on the state, county and city Used a regional economic impact modeling system, IMPLAN, to measure the impacts of the stadium's economic activities.
- Estimated the employment, income, and fiscal contributions of an internet retail company in Illinois on the state economy.
- Quantified the employment, income, and fiscal contributions of a music center and its resident companies on the county economy.
- Estimated the economic contributions of a proposed launch pad and supporting infrastructure on the state economy.
- Estimated the economic contributions of proposed $100 million construction and repair projects for a company engaged in manufacturing and distribution of specialty metals.
- Estimated the economic impact of a large transit capital spending program under various funding scenarios on the state economy.
- Estimated the economic impact of a large capital program on the state economy and various regions within the state.
- Conducted an independent economic contribution assessment of multi-billion-dollar energy project on the city, county and state economies across the development, build, and operations phase of the project.
- Involved in estimating the economic contributions of a hospital association on the state economy.



- Involved in assisting a life sciences industry association with developing an economic and social impacts of the industry, including attracting science research funding, venture capital and academic and research contributions in addition to generating jobs and economic output.
- Led the study to estimate the economic impacts of a hydrogen ecosystem on a state economy.
- Led an economic assessment to estimate the impacts of the construction and operations of an electric vehicle (EV) manufacturing plant in 4 states. Also, assessed the economic contributions from related investment and operational spending of the EV automotive manufacturing supply chain including affiliates, other local suppliers of automotive parts and components, and a battery plant.



Aneil Baron

Senior Manager

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Education, Licenses & Certifications

- PhD in Agricultural, Development, and Environmental Economics, The Ohio State University
- MSc in Economic History from The London School of Economics and Political Science
- BA in Economics from the University of Chicago
- Lean Six Sigma Yellow Belt

Technical Skills

- Econometrics, Statistical Analysis, Time Series Analysis

Subject Matter Professional

Background

Aneil is an economist with 10 years of professional experience in statistical modeling, econometrics, and data analytics. He will perform the quantitative analysis for the Rosemont redevelopment, including the demand trend analysis and transit ridership modeling.

His doctoral work, which focused specifically on real estate, urban, and transportation economics, provides the ideal analytical framework for this transit-oriented development study. Aneil will apply his background in macroeconomic forecasting to assess market feasibility and support the creation of the three development scenarios. His work in economic and social justice analysis will also bring a critical community-focused perspective to the project's outcomes.

Professional and Industry Experience

- Assisted a US state office of management and budget in evaluating a multi-billion dollar proposed real estate development and transit hub. The analysis included an in-depth review of ridership projections, network effects, and the economic and tax benefits to the community and the state.
- Assisted a US state transit agency commission in analyzing historical and future contractor spend, conducting a market capacity study for the availability of labor and contractors for a large, proposed increase in capital expenditure.
- Assisted a US state in evaluating the ridership, farebox recovery, and economic impact of a proposed multi-billion-dollar transit hub and real estate development, utilizing the STOPS model, IMPLAN, and other econometric techniques.
- Modeled the expected transit demand for a large skyscraper in a major US city, identifying ridership mode, additional daily trips, and determining whether existing transit infrastructure was sufficient to deal with the projected increase in ridership.
- Modeled the expected ridership of a regional rail network with uncertain return-to-office forecasts post-pandemic.
- Global Product Manager for KPMG Climate IQ, responsible for managing the interests of various stakeholders and KPMG member firms in the continued development and deployment of this industry-leading Computable General Equilibrium Climate Risk model.
- Assisting a US state in application for and future implementation of funds from the EPA's Climate Pollution Reduction Grant Program, identifying key pollutants and conducting a geospatial analysis of disadvantaged communities to help identify the most impactful mitigation vectors and strategies to improve air quality. This analysis was conducted using Justice40 criteria employing both the Climate and Economic Justice Screening Tool (CEJST) and EPA's Environmental Justice Screening and Mapping Tool (EJScreen).
- Assisted a different US State in drafting and determining review criteria for a statewide industrial decarbonization grant program funded through



the EPA's Climate Pollution Reduction Grant Program, conducting a mock analysis for a representative applicant employing Justice40 criteria employing both CEJST EJScreen in the analysis to identify low-income and disadvantaged communities and quantify the potential health and economic benefits from emissions reductions and reduction in co-pollutants.

- Assisted clients in agriculture, medical device, personal transportation and delivery, logistics, and professional services with quantification of climate risks for TCFD reporting and CDP disclosures utilizing KPMG's Climate IQ and NGFS data sources.
- Manages a team assisting an ongoing engagement regarding Medicaid Financial Oversight Analysis. The project entails analyzing quarterly Medicaid and CHIP financial data reporting on the CMS-64 and CMS-21. Data is downloaded through the MBES, cleaned and collated in Python, before potential anomalies are identified and analyzed in STATA. Results from the CMS-64 MAP, CMS-64 ADM, and CMS-21 are analyzed separately and compared against the prior quarter and historical trend. In addition to a host of written deliverables, KPMG also prepares a data dashboard in Amazon Quicksight.
- Assisted a US state in identifying the most at-risk individuals for financial assistance with their water bills, utilizing demographic and geospatial analysis to match the populations with the relevant water vendors and support networks.
- Assisted a branch of the US Department of Defense in designing and tracking a series of metrics to analyze the role, participation, and challenges faced by women in the US military and partner nations.
- Created a macroeconomic forecast for a US territory, utilizing a time-series model to predict population, employment, and wages.
- Assisted a private equity firm in forecasting granular future labor and materials costs when considering an acquisition.
- Investigated the impact of water quality and park amenities along Lake Erie on coastal communities, combining housing transactional data with environmental measures and spatial analysis.
- Studied how commuting distance impacted vehicle choice in Columbus, Ohio by matching vehicle registration to residential sales data, employing econometric techniques to use housing characteristics as control variables.
- Utilized the NLSY79 and 97 to study various topics, including the interplay between marriage and homeownership, as well as the economic benefits of apprenticeships and on-the-job training.
- Assisted a movie theater company in modeling the cost/benefit of replacing stadium seats to recliners in their European subsidiaries and determining the appropriate intercompany fee for such a benefit.



Ayse Kalaycioglu

President

K+P Advisory

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Education, Licenses & Certifications

- Yildiz Technical University, B.A. Architecture, 1992
- (Istanbul, Turkey)
- Parkland College, Champaign, IL
- LEED ™ AP BD+C, United
- States Green Building

Core Team

Background

With over 20 years of experience in architecture, construction, and project management, Ayse will lead the creation of the three potential development plans for the Rosemont site. She has a long history of conducting feasibility assessments and developing capital improvement plans for government, non-profit, and private sector clients.

Ayse will apply her background in space programming and cost-benefit analysis to support scenario analysis and develop a practical, financially sound, and responsive to the market analysis findings. Her demonstrated ability to manage project schedules, budgets, and multi-disciplinary teams will be critical to the successful and timely delivery of this engagement.

Professional and Industry Experience

- **President and Chief Executive Officer at K+P Advisory, LLC Chicago, IL:** Establish business strategies, accounting procedures, and other practices to make informed business decisions. Develop a strategic vision for the firm and develop both short- and long-term goals.
- **Chief Operating Officer at Illinois Department of Central Management Services (CMS)**
- Oversee the agency's physical infrastructure bureaus to implement high-priority projects within Property Management,
- Agency Services, Emergency Management and Environmental, Health, and Safety; comprising a $350M budget and over 450 employees to support 670 owned and leased facilities and approx. 12,000 state vehicles.
- Lead Gubernatorial initiative to review the State's Chicago real estate portfolio to identify opportunities for efficiency improvements, space consolidation, and other strategies that produce real savings while maintaining a productive workforce. Recognized for this effort through the National Association of State Chief Administrators' Innovation in Government award.
- Lead team of employees and consultants tasked with disposing the James R. Thompson Center, a concept that was discussed for nearly 20 years. Helped remove the three perceived challenges to selling the property by: 1) Rezoning the property to DC-16; 2) Executing a Memorandum of Understanding with the Chicago Transit Authority; 3) Executing a Memorandum of Agreement with the Illinois Department of Natural Resources.
- Negotiated a complex transaction with State's occupancy and ownership. Terminated 6 private leases and lowered operating costs in owned assets in downtown Chicago which resulted in net present value of $300+ million savings over 30 years. Combined with avoided deferred maintenance costs of half a billion dollars, the realignment of the real estate portfolio resulted in $800+ million dollars in savings to taxpayers.



William Kenworthey, AIA

Principal

HOK

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Tel: 212-981-7303

Education, Licenses & Certifications

- Master of Science in Architecture and Urban Design, Columbia University
- Bachelor of Architecture, Wentworth Institute of Technology
- Registered Architect: New York, Connecticut
- American Institute of Architects
- Urban Design Forum, Fellow
- Urban Land Institute (ULI), Full Member and Vice Chair, Public Development & Infrastructure Product Council

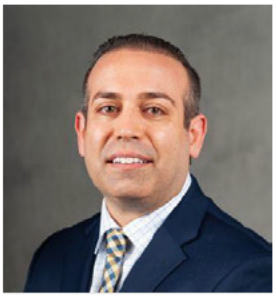
Core Team

Background

Bill leads HOK's urban design projects across the Northeast region. With more than 27+ years of experience, he is renowned for managing high-profile projects for government agencies, private developers, and Fortune 500 companies. Bill excels in navigating approvals and public engagement processes for urban projects in cities like New York, Philadelphia, Arlington, and Hartford. His current ventures include major projects such as the New York City Football Club Stadium at Willets Point, Cook County Health System in Chicago, and Royal Caribbean Headquarters in Miami. Additionally, he has published and lectured internationally on topics related to the public realm, waterfront development, and resilience.

Professional and Industry Experience

- **Hartford Capital Gateway Master Plan:** Led the development of a plan to connect city sections divided by highway construction, including new transit corridors and open spaces.
- **NYC 2100 Research Study:** Explored how NYC can protect its residents from climate change through transit and housing infrastructure.
- **Potomac Yards Small Area Plan:** Focused on the reconfiguration of an ex rail power center into a mixed-use transit-oriented development near a new Metro station.
- **Harbor Point Master Plan:** Master plan for a $6M sq. ft. mixed-use redevelopment on an 80-acre site, integrating residential, office, hotel, and retail with walking distance of commuter rail stations.
- **The New LaGuardia Airport Master Plan & AirTrain:** Led the long-range master plan for LaGuardia Airport's $4.2 billion transformation.
  Chester Waterfront Development: Master plan for the redevelopment of a 147-acre area, focusing on improved waterfront access and public realm connections.



Anthony A. Pascente

Executive Vice President

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Education, Licenses & Certifications

Roosevelt University, MBA, Summa Cum Laude, 2010

Loyola University, B.A. Business Administration, Magna Cum Laude, 2003

Additional Team Support

Background

Anthony is a highly accomplished management executive with 20+ years of diverse government and private sector experience. Recognized for consistent success in budgetary and fiscal management, procurement of goods and services, strategic planning, organizational analysis, and legislative analysis. Strengths include budget preparation and development of key performance indicators, program management, and infrastructure.

Professional and Industry Experience

- **EXECUTIVE VICE PRESIDENT at K + P Advisory, LLC ▪ Chicago, IL ▪ January 2023 – Present**
  Develop and execut long-term strategic plans for the company by analyzing market trends and industry conditions. Determine the allocation of company resources to effectively achieve these strategic goals. Continuously assess current business performance against set objectives to identify and implement necessary adjustments.
- **ACTING DIRECTOR/CHIEF OF STAFF, DEPARTMENT OF CENTRAL MANAGEMENT SERVICES at State of Illinois ▪ Chicago, IL ▪ April 2019 – January 2023**
  He led an $8 billion state agency with over 800 full-time employees, responsible for essential services such as personnel management, facility operations, benefits management, and procurement, impacting more than 45,000 employees and 400,000 retirees. He directed the creation of the annual budget request, prioritizing programmatic needs and strategic fund allocation. He initiated and led quarterly review meetings with division leadership to evaluate progress and resource optimization in alignment with the agency's strategic goals and key performance indicators (KPIs). Additionally, he developed a strong data infrastructure team to support informed decision-making. He was also appointed by Governor Pritzker to the Budgeting for Results Commission.
- **DEPUTY CHIEF OPERATING OFFICER, OFFICE OF THE MAYOR at City of Chicago ▪ Chicago, IL ▪ 2016 – 2019**
  Under the leadership of Mayor Emanuel and the general direction of the Chief Operating Officer, he oversaw the implementation of high-priority infrastructure projects across the Departments of Streets & Sanitation, Transportation, Water Management, Fleet and Facility Management, and Buildings. He was responsible for managing the capital program for city departments and sister agencies. He established a monthly infrastructure meeting and reporting tool, coordinating efforts with city departments and sister agencies such as Aviation, the Park District, the Transit Authority, Public Schools, and the Public Building Commission.
- **DEPUTY COMMISSIONER, DEPARTMENT OF FLEET AND FACILITY MANAGEMENT at City of Chicago ▪ Chicago, IL ▪ 2014 to 2016**



He managed a team of over 20 finance, contracts, and technology staff within the Bureau of Finance & Administration. He prepared, executed, and oversaw the department's $350 million annual operating budget. Additionally, he directed the efficient procurement of equipment, materials, products, and services, which included developing bid specifications, awarding contracts, and monitoring contract performance. Notably, he improved the on-time procurement process by 29%, awarding more than 100 contracts over two years. He also exceeded the city's contractual participation goals by achieving an average of 30% participation from Minority Business Enterprises (MBE) and 10% from Women-Owned Business Enterprises (WBE), surpassing the targets of 25% and 5% respectively.

- **BUDGET AND BUSINESS ANALYST, CHICAGO DEPARTMENT OF WATER MANAGEMENT'S CAPITAL IMPROVEMENT PROGRAM at Arcadis U.S. ▪ Chicago, IL ▪ 2012 to 2014:**
  He implemented effective financial program controls to analyze performance and monitor the cash flow of city-issued bonds totaling nearly $600 million. He spearheaded the development of a strategic plan designed to track and enhance the program's progress toward its 10-year goals. Additionally, he developed five- and ten-year cost projections in collaboration with the project team, providing senior staff with the necessary data to make informed decisions.



Peter Ruggiero, AIA

Senior Principal

HOK

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Tel: 312-782-1000

Education, Licenses & Certifications

- Master of Architecture and Urban Design, Harvard University, Graduate School of Design
- Bachelor of Architecture, New York Institute of Technology
- Registered Architect: New York, Illinois, Colorado, North Carolina, Utah
- American Institute of Architects (AIA)
- Architectural League of New York
- Art Institute of Chicago, Patron, Architecture & Design Society

Subject Matter Professional

Background

Peter is a design Principal of HOK's Chicago Studio, he is dedicated to creating environments that seamlessly blend efficiency with architectural beauty. His methodical approach results in solutions that are both innovative and functional. Peter's work is defined by an unwavering pursuit of quality, where each design is thoroughly researched to meet the needs of its users while maintaining aesthetic integrity.

Professional and Industry Experience

- **Confidential Mixed-Use Master Plan Study:** Developed a TOD mixed-use project including retail, residential, and entertainment spaces integrated with the Houston Metro Light Rail System.
- **The New LaGuardia Airport Master Plan & AirTrain:** Led the master plan for LaGuardia Airport's $4.2 billion transformation, integrating a modern transit gateway with New York.
- **8080 Lakeshore Drive Master Plan:** Planned a sustainable mixed-use neighborhood that leverages lakeside sites to create vibrant communities.
- **Terminal 5 East Extension:** A $300,000 sq. ft. expansion to enhance passenger experience with new lounges and amenities, creating a hospitality hub.
- **North Michigan Avenue Commercial Mixed-Use Project:** Conducted a feasibility study to envision a high-rise, mixed-use building at the site of the Tribune Tower.
- **Beijing Lize Mixed-Use Collection:** Designed a multifunctional complex combining residential, office, and commercial spaces to enhance urban living.

EXHIBIT 3

Schedule of Compensation

Cook County Proposal to serve Rosemont Blue Line Transportation Center Market Analysis RFQ No.: 2523-12300
Submitted by: KPMG LLP
7/17/2026

The cost proposal presented below is based on fully loaded labor rates and does not include separate overhead or profit line items. Other Direct Costs include subcontractor support, which is similarly reflected using fully loaded rates.

	Period Start Date		05-01-26	06-01-26	07-01-26	08-01-26	09-01-26	10-01-26	11-01-26
	Period End Date	Sum Totals	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26

Summary

Total Project Budget		Total Hours	Total Fees
(Prime)	KPMG	1,525	565,650
Other Direct Costs (Subcontractors)			
(Subcontractor 1)	K&P Advisory	106	$ 30,000
(Subcontractor 2)	HOK	83	$ 29,400
	Total Project Budget	**1,714**	**$ 625,050**

Summary by Resource Type

Total Budget by Resource		Hourly Rate	Total Hours	Total Fees
	Partner	$550	47	$ 25,850
	Director	$500	80	$ 40,050
	Manager	$450	212	$ 95,400
	Senior Associate	$350	971	$ 339,850
	Associate	$300	215	$ 64,500
	KPMG Subtotal		**1,525**	**$ 565,650**

Other Direct Costs (Subcontractors)

Subcontractor 1: K&P Advisory		Hourly Rate	Total Hours	Total Fees
	Principal	$288	62	$ 17,856
	Consultant	$276	44	$ 12,144
	K&P Advisory Subtotal		**106**	**$ 30,000**

Subcontractor 2: HOK		Hourly Rate	Total Hours	Total Fees
	Principal	$475	23	$ 10,925
	Senior Consultant	$340	25	$ 8,500
	Consultant	$285	35	$ 9,975
	HOK Subtotal		**83**	**$ 29,400**

Hourly Breakdown by Task

	Task 1: Background Review & Kickoff								
KPMG	Partner	3	3	-	-	-	-	-	-
KPMG	Director	4	4	-	-	-	-	-	-
KPMG	Manager	8	8	-	-	-	-	-	-
KPMG	Senior Associate	10	10	-	-	-	-	-	-
KPMG	Associate	1	1	-	-	-	-	-	-
K&P Advisory	Principal	1	1	-	-	-	-	-	-
K&P Advisory	Consultant	1	1	-	-	-	-	-	-
HOK	Principal	1	1	-	-	-	-	-	-
HOK	Senior Consultant	1	1	-	-	-	-	-	-
HOK	Consultant	1	1	-	-	-	-	-	-
	Task 1: Background Review & Kickoff	**31**	**31**	**-**	**-**	**-**	**-**	**-**	**-**
	Task 2: Data Gathering & Site Context								
KPMG	Partner	6	3	3	-	-	-	-	-
KPMG	Director	8	4	4	-	-	-	-	-
KPMG	Manager	16	8	8	-	-	-	-	-
KPMG	Senior Associate	40	20	20	-	-	-	-	-
KPMG	Associate	8	4	4	-	-	-	-	-
K&P Advisory	Principal	4	2	2	-	-	-	-	-
K&P Advisory	Consultant	4	2	2	-	-	-	-	-
HOK	Principal	2	1	1	-	-	-	-	-
HOK	Senior Consultant	2	1	1	-	-	-	-	-
HOK	Consultant	4	2	2	-	-	-	-	-
	Task 2: Data Gathering & Site Context	**94**	**47**	**47**	**-**	**-**	**-**	**-**	**-**
	Task 3: Stakeholder Interviews								
KPMG	Partner	9	-	3	3	3	-	-	-
KPMG	Director	14	-	5	5	4	-	-	-
KPMG	Manager	18	-	6	6	6	-	-	-
KPMG	Senior Associate	36	-	12	12	12	-	-	-
KPMG	Associate	24	-	8	8	8	-	-	-
K&P Advisory	Principal	24	-	8	8	8	-	-	-
K&P Advisory	Consultant	24	-	8	8	8	-	-	-
HOK	Principal	3	-	1	1	1	-	-	-
HOK	Senior Consultant	3	-	1	1	1	-	-	-
HOK	Consultant	3	-	1	1	1	-	-	-
	Task 3: Stakeholder Interviews	**158**	**-**	**53**	**53**	**52**	**-**	**-**	**-**
	Task 4: Market Conditions Analysis								
KPMG	Partner	9	-	3	3	3	-	-	-
KPMG	Director	12	-	4	4	4	-	-	-
KPMG	Manager	45	-	15	15	15	-	-	-
KPMG	Senior Associate	300	-	100	100	100	-	-	-
KPMG	Associate	12	-	4	4	4	-	-	-
K&P Advisory	Principal	3	-	1	1	1	-	-	-
K&P Advisory	Consultant	3	-	1	1	1	-	-	-
HOK	Principal	3	-	1	1	1	-	-	-
HOK	Senior Consultant	3	-	1	1	1	-	-	-
HOK	Consultant	3	-	1	1	1	-	-	-
	Task 4: Market Conditions Analysis	**393**	**-**	**131**	**131**	**131**	**-**	**-**	**-**

	Task 5: Develop 3 Development Plans								
KPMG	Partner	8	-	-	-	4	4	-	-
KPMG	Director	16	-	-	-	8	8	-	-
KPMG	Manager	50	-	-	-	25	25	-	-
KPMG	Senior Associate	220	-	-	-	110	110	-	-
KPMG	Associate	20	-	-	-	10	10	-	-
K&P Advisory	Principal	8	-	-	-	4	4	-	-
K&P Advisory	Consultant	8	-	-	-	4	4	-	-
HOK	Principal	10	-	-	-	5	5	-	-
HOK	Senior Consultant	12	-	-	-	6	6	-	-
HOK	Consultant	20	-	-	-	10	10	-	-
	Task 5: Develop 3 Development Plans	**372**	**-**	**-**	**-**	**186**	**186**	**-**	**-**
	Task 6: Develop Financing Scenarios								
KPMG	Partner	8	-	-	-	-	4	4	-
KPMG	Director	20	-	-	-	-	10	10	-
KPMG	Manager	60	-	-	-	-	30	30	-
KPMG	Senior Associate	250	-	-	-	-	125	125	-
KPMG	Associate	100	-	-	-	-	50	50	-
K&P Advisory	Principal	20	-	-	-	-	10	10	-
K&P Advisory	Consultant	2	-	-	-	-	1	1	-
HOK	Principal	2	-	-	-	-	1	1	-
HOK	Senior Consultant	2	-	-	-	-	1	1	-
HOK	Consultant	2	-	-	-	-	1	1	-
	Task 6: Develop Financing Scenarios	**466**	**-**	**-**	**-**	**-**	**233**	**233**	**-**
	Task 7: Reporting & Final Deliverables								
KPMG	Partner	4	-	-	-	-	-	-	4
KPMG	Director	6	-	-	-	-	-	-	6
KPMG	Manager	15	-	-	-	-	-	-	15
KPMG	Senior Associate	115	-	-	-	-	-	-	115
KPMG	Associate	50	-	-	-	-	-	-	50
K&P Advisory	Principal	2	-	-	-	-	-	-	2
K&P Advisory	Consultant	2	-	-	-	-	-	-	2
HOK	Principal	2	-	-	-	-	-	-	2
HOK	Senior Consultant	2	-	-	-	-	-	-	2
HOK	Consultant	2	-	-	-	-	-	-	2
	Task 7: Reporting & Final Deliverables	**200**	**-**	**-**	**-**	**-**	**-**	**-**	**200**

Total Hours

KPMG	Partner	47	6	9	6	10	8	4	4
KPMG	Director	80	8	13	9	16	18	10	6
KPMG	Manager	212	16	29	21	46	55	30	15
KPMG	Senior Associate	971	30	132	112	222	235	125	115
KPMG	Associate	215	5	16	12	22	60	50	50
K&P Advisory	Principal	62	3	11	9	13	14	10	2
K&P Advisory	Consultant	44	3	11	9	13	5	1	2
HOK	Principal	23	2	3	2	7	6	1	2
HOK	Senior Consultant	25	2	3	2	8	7	1	2
HOK	Consultant	35	3	4	2	12	11	1	2
	Total Hours	**1,714**	**78**	**231**	**184**	**369**	**419**	**233**	**200**

Fees Breakdown by Task

	Task 1: Background Review & Kickoff								
KPMG	Partner	$ 1,650	$ 1,650	$ -	$ -	$ -	$ -	$ -	$ -
KPMG	Director	$ 2,050	$ 2,050	$ -	$ -	$ -	$ -	$ -	$ -
KPMG	Manager	$ 3,600	$ 3,600	$ -	$ -	$ -	$ -	$ -	$ -
KPMG	Senior Associate	$ 3,500	$ 3,500	$ -	$ -	$ -	$ -	$ -	$ -
KPMG	Associate	$ 300	$ 300	$ -	$ -	$ -	$ -	$ -	$ -
K&P Advisory	Principal	$ 288	$ 288	$ -	$ -	$ -	$ -	$ -	$ -
K&P Advisory	Consultant	$ 276	$ 276	$ -	$ -	$ -	$ -	$ -	$ -
HOK	Principal	$ 475	$ 475	$ -	$ -	$ -	$ -	$ -	$ -
HOK	Senior Consultant	$ 340	$ 340	$ -	$ -	$ -	$ -	$ -	$ -
HOK	Consultant	$ 285	$ 285	$ -	$ -	$ -	$ -	$ -	$ -
	Task 1: Background Review & Kickoff	**$ 12,764**	**$ 12,764**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Task 2: Data Gathering & Site Context								
KPMG	Partner	$ 3,300	$ 1,650	$ 1,650	$ -	$ -	$ -	$ -	$ -
KPMG	Director	$ 4,000	$ 2,000	$ 2,000	$ -	$ -	$ -	$ -	$ -
KPMG	Manager	$ 7,200	$ 3,600	$ 3,600	$ -	$ -	$ -	$ -	$ -
KPMG	Senior Associate	$ 14,000	$ 7,000	$ 7,000	$ -	$ -	$ -	$ -	$ -
KPMG	Associate	$ 2,400	$ 1,200	$ 1,200	$ -	$ -	$ -	$ -	$ -
K&P Advisory	Principal	$ 1,152	$ 576	$ 576	$ -	$ -	$ -	$ -	$ -
K&P Advisory	Consultant	$ 1,104	$ 552	$ 552	$ -	$ -	$ -	$ -	$ -
HOK	Principal	$ 950	$ 475	$ 475	$ -	$ -	$ -	$ -	$ -
HOK	Senior Consultant	$ 680	$ 340	$ 340	$ -	$ -	$ -	$ -	$ -
HOK	Consultant	$ 1,140	$ 570	$ 570	$ -	$ -	$ -	$ -	$ -
	Task 2: Data Gathering & Site Context	**$ 35,926**	**$ 17,963**	**$ 17,963**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Task 3: Stakeholder Interviews								
KPMG	Partner	$ 4,950	$ -	$ 1,650	$ 1,650	$ 1,650	$ -	$ -	$ -
KPMG	Director	$ 7,000	$ -	$ 2,500	$ 2,500	$ 2,000	$ -	$ -	$ -
KPMG	Manager	$ 8,100	$ -	$ 2,700	$ 2,700	$ 2,700	$ -	$ -	$ -
KPMG	Senior Associate	$ 12,600	$ -	$ 4,200	$ 4,200	$ 4,200	$ -	$ -	$ -
KPMG	Associate	$ 7,200	$ -	$ 2,400	$ 2,400	$ 2,400	$ -	$ -	$ -
K&P Advisory	Principal	$ 6,912	$ -	$ 2,304	$ 2,304	$ 2,304	$ -	$ -	$ -
K&P Advisory	Consultant	$ 6,624	$ -	$ 2,208	$ 2,208	$ 2,208	$ -	$ -	$ -
HOK	Principal	$ 1,425	$ -	$ 475	$ 475	$ 475	$ -	$ -	$ -
HOK	Senior Consultant	$ 1,020	$ -	$ 340	$ 340	$ 340	$ -	$ -	$ -
HOK	Consultant	$ 855	$ -	$ 285	$ 285	$ 285	$ -	$ -	$ -
	Task 3: Stakeholder Interviews	**$ 56,686**	**$ -**	**$ 19,062**	**$ 19,062**	**$ 18,562**	**$ -**	**$ -**	**$ -**

	Task 4: Market Conditions Analysis									
KPMG	Partner	$ 4,950	$ -	$ 1,650	$ 1,650	$ 1,650	$ -	$ -	$ -	
KPMG	Director	$ 6,000	$ -	$ 2,000	$ 2,000	$ 2,000	$ -	$ -	$ -	
KPMG	Manager	$ 20,250	$ -	$ 6,750	$ 6,750	$ 6,750	$ -	$ -	$ -	
KPMG	Senior Associate	$ 105,000	$ -	$ 35,000	$ 35,000	$ 35,000	$ -	$ -	$ -	
KPMG	Associate	$ 3,600	$ -	$ 1,200	$ 1,200	$ 1,200	$ -	$ -	$ -	
K&P Advisory	Principal	$ 864	$ -	$ 288	$ 288	$ 288	$ -	$ -	$ -	
K&P Advisory	Consultant	$ 828	$ -	$ 276	$ 276	$ 276	$ -	$ -	$ -	
HOK	Principal	$ 1,425	$ -	$ 475	$ 475	$ 475	$ -	$ -	$ -	
HOK	Senior Consultant	$ 1,020	$ -	$ 340	$ 340	$ 340	$ -	$ -	$ -	
HOK	Consultant	$ 855	$ -	$ 285	$ 285	$ 285	$ -	$ -	$ -	
	Task 4: Market Conditions Analysis	**$ 144,792**	**$ -**	**$ 48,264**	**$ 48,264**	**$ 48,264**	**$ -**	**$ -**	**$ -**	
	Task 5: Develop 3 Development Plans									
KPMG	Partner	$ 4,400	$ -	$ -	$ -	$ 2,200	$ 2,200	$ -	$ -	
KPMG	Director	$ 8,000	$ -	$ -	$ -	$ 4,000	$ 4,000	$ -	$ -	
KPMG	Manager	$ 22,500	$ -	$ -	$ -	$ 11,250	$ 11,250	$ -	$ -	
KPMG	Senior Associate	$ 77,000	$ -	$ -	$ -	$ 38,500	$ 38,500	$ -	$ -	
KPMG	Associate	$ 6,000	$ -	$ -	$ -	$ 3,000	$ 3,000	$ -	$ -	
K&P Advisory	Principal	$ 2,304	$ -	$ -	$ -	$ 1,152	$ 1,152	$ -	$ -	
K&P Advisory	Consultant	$ 2,208	$ -	$ -	$ -	$ 1,104	$ 1,104	$ -	$ -	
HOK	Principal	$ 4,750	$ -	$ -	$ -	$ 2,375	$ 2,375	$ -	$ -	
HOK	Senior Consultant	$ 4,080	$ -	$ -	$ -	$ 2,040	$ 2,040	$ -	$ -	
HOK	Consultant	$ 5,700	$ -	$ -	$ -	$ 2,850	$ 2,850	$ -	$ -	
	Task 5: Develop 3 Development Plans	**$ 136,942**	**$ -**	**$ -**	**$ -**	**$ 68,471**	**$ 68,471**	**$ -**	**$ -**	
	Task 6: Develop Financing Scenarios									
KPMG	Partner	$ 4,400	$ -	$ -	$ -	$ -	$ 2,200	$ 2,200	$ -	
KPMG	Director	$ 10,000	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000	$ -	
KPMG	Manager	$ 27,000	$ -	$ -	$ -	$ -	$ 13,500	$ 13,500	$ -	
KPMG	Senior Associate	$ 87,500	$ -	$ -	$ -	$ -	$ 43,750	$ 43,750	$ -	
KPMG	Associate	$ 30,000	$ -	$ -	$ -	$ -	$ 15,000	$ 15,000	$ -	
K&P Advisory	Principal	$ 5,760	$ -	$ -	$ -	$ -	$ 2,880	$ 2,880	$ -	
K&P Advisory	Consultant	$ 552	$ -	$ -	$ -	$ -	$ 276	$ 276	$ -	
HOK	Principal	$ 950	$ -	$ -	$ -	$ -	$ 475	$ 475	$ -	
HOK	Senior Consultant	$ 680	$ -	$ -	$ -	$ -	$ 340	$ 340	$ -	
HOK	Consultant	$ 570	$ -	$ -	$ -	$ -	$ 285	$ 285	$ -	
	Task 6: Develop Financing Scenarios	**$ 167,412**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 83,706**	**$ 83,706**	**$ -**	
	Task 7: Reporting & Final Deliverables									
KPMG	Partner	$ 2,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,200	
KPMG	Director	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	
KPMG	Manager	$ 6,750	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,750	
KPMG	Senior Associate	$ 40,250	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,250	
KPMG	Associate	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000	
K&P Advisory	Principal	$ 576	$ -	$ -	$ -	$ -	$ -	$ -	$ 576	
K&P Advisory	Consultant	$ 552	$ -	$ -	$ -	$ -	$ -	$ -	$ 552	
HOK	Principal	$ 950	$ -	$ -	$ -	$ -	$ -	$ -	$ 950	
HOK	Senior Consultant	$ 680	$ -	$ -	$ -	$ -	$ -	$ -	$ 680	
HOK	Consultant	$ 570	$ -	$ -	$ -	$ -	$ -	$ -	$ 570	
	Task 7: Reporting & Final Deliverables	**$ 70,528**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 70,528**	
Total Fees										
KPMG	Partner	$ 25,850	$ 3,300	$ 4,950	$ 3,300	$ 5,500	$ 4,400	$ 2,200	$ 2,200	
KPMG	Director	$ 40,050	$ 4,050	$ 6,500	$ 4,500	$ 8,000	$ 9,000	$ 5,000	$ 3,000	
KPMG	Manager	$ 95,400	$ 7,200	$ 13,050	$ 9,450	$ 20,700	$ 24,750	$ 13,500	$ 6,750	
KPMG	Senior Associate	$ 339,850	$ 10,500	$ 46,200	$ 39,200	$ 77,700	$ 82,250	$ 43,750	$ 40,250	
KPMG	Associate	$ 64,500	$ 1,500	$ 4,800	$ 3,600	$ 6,600	$ 18,000	$ 15,000	$ 15,000	
K&P Advisory	Principal	$ 17,856	$ 864	$ 3,168	$ 2,592	$ 3,744	$ 4,032	$ 2,880	$ 576	
K&P Advisory	Consultant	$ 12,144	$ 828	$ 3,036	$ 2,484	$ 3,588	$ 1,380	$ 276	$ 552	
HOK	Principal	$ 10,925	$ 950	$ 1,425	$ 950	$ 3,325	$ 2,850	$ 475	$ 950	
HOK	Senior Consultant	$ 8,500	$ 680	$ 1,020	$ 680	$ 2,720	$ 2,380	$ 340	$ 680	
HOK	Consultant	$ 9,975	$ 855	$ 1,140	$ 570	$ 3,420	$ 3,135	$ 285	$ 570	
	Total Hours	**$ 625,050**	**$ 30,727**	**$ 85,289**	**$ 67,326**	**$ 135,297**	**$ 152,177**	**$ 83,706**	**$ 70,528**	

End of sheet

Cook County Hourly Rate Card
Submitted by: KPMG LLP

Firm	Resource Type	Hourly Rate
KPMG	Partner	$550
KPMG	Director	$500
KPMG	Manager	$450
KPMG	Senior Associate	$350
KPMG	Associate	$300
K&P Advisory	Principal	$288
K&P Advisory	Consultant	$276
HOK	Principal	$475
HOK	Senior Consultant	$340
HOK	Consultant	$285

EXHIBIT 4

Electronic Payables Program (“E-Payables”)

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION
To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:
- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. **Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. **One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

MEMORANDUM

Date: June 1, 2026

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No.: 2523-12300 **(REVISED)**
Consulting Services for Rosemont Blue Line Transportation Center Market Analysis
Bureau of Asset Management - Real Estate Management
RFQ: Professional Services
Contractor: KPMG, LLP
Contract Value: $625,050.00
Contract Term: 6 Months - Renewal Options TBD
Participation Goal: 0% MBE, 0% WBE

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-referenced contract for goods and services and has determined a participation goal was not recommended, as the contract is federally funded by a grant, and as such and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

JC/aj

CC: YaZeed Knaan, (OCPO)
Lawrence Brozek (Real Estate Management)

COOK COUNTY

OFFICE OF THE
Chief Procurement
Officer

BIDDER/PROPOSER HEREBY STATES that
Conditions – Section 19.

I. **BIDDER/PROPOSER MBE/WBE S**

☐ Bidder/Proposer is a cer

☐ Bidder/Proposer is a Jo
Certification, a copy of
Venture and a complete

☑ Bidder/Proposer is not
directly or indirectly in th

II. ☑ **Direct Participation of**

NOTE: Where goals have not been ach

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: K + P Advisory, LLC

Certifying Agency: City of Chicago

Contact Person: K + P Advisory, LLC Aysegul Kalaycioglu

Certification Expiration Date: December 15, 2026

Address: 811 S. Lytle St; Unit 506

Ethnicity: Caucasian

City/State: Chicago, IL Zip: 60607

Bid/Proposal/Contract #: RFQ: 2523-12300

Phone: 847-323-8708 Fax: _____

FEIN #: 88-1878812

Email: ayse@kpadvisoryservices.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)*

Support overall delivery of scope of work, including lead stakeholder interviews and coordination; provide inputs into market analysis; provide inputs into development options analysis and support revisions to options analysis based on feedback from client. K+P will participate in regular coordination and update meetings with the County pertaining to this engagement.

Indicate the **Dollar Amount, Percentage,** and the **Terms of Payment** for the above-described Commodities/ Services:
Dollar amount and percentage will be determined following selection. Terms of payment are within 45 days of KPMG's receipt of subcontractor invoice or thirty days after receipt of payment from the client, whichever is later.

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

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Aysegul Kalaycioglu	TED HAMER
Print Name	Print Name
K+P Advisory, LLC	KPMG LLP
Firm Name	Firm Name
November 3, 2025	November 4, 2025
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this 3 day of November, 2025	this 4 day of November, 2025
Notary Public Monica Pescente	Notary Public By – C Munaretto Exp 6/21/28
SEAL	SEAL
Notary Public, State of Illinois Official Seal Monica Pescente Commission # 1006802 My Commission Expires 3/19/2029	Official Seal BENJAMIN C MUNARETTO Notary Public, State of Illinois Commission No. 992627 My Commission Expires June 21, 2028

Cook County M

Firm Name K + F

Address 811 S. L

County Cook

Phone (847) 323-

I Aysegul

(Authorized

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

October 28, 2025

Aysegul Kalaycioglu
K + P Advisory, LLC
811 S LYTLE ST
Unit 506
Chicago, IL 60607

Re: Change in Address

Dear Aysegul Kalaycioglu:

We are pleased to inform you that we have updated your certification to reflect your firm's change in address. K + P Advisory, LLC continues to be certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of December 15, 2026**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of December 15, 2026.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a Women-Owned Business Enterprise ("WBE") if you fail to:

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

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

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

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

NAICS Code(s):
NAICS 531390: REAL ESTATE CONSULTANTS' (EXCEPT AGENTS, APPRAISERS) OFFICES
NAICS 541512: COMPUTER SYSTEMS INTEGRATION DESIGN CONSULTING SERVICES
NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
NAICS 541611: BUSINESS MANAGEMENT CONSULTING SERVICES
NAICS 541611: STRATEGIC PLANNING CONSULTING SERVICES
NAICS 541612: ORGANIZATION DEVELOPMENT CONSULTING SERVICES
NAICS 541618: TELECOMMUNICATIONS MANAGEMENT CONSULTING SERVICES
NAICS 541720: BUSINESS RESEARCH AND DEVELOPMENT SERVICES
NAICS 541720: ECONOMIC RESEARCH AND DEVELOPMENT SERVICES
NAICS 541820: PUBLIC RELATIONS SERVICES
NAICS 541990: CONSTRUCTION ESTIMATION SERVICES
NAICS 561210: FACILITIES SUPPORT SERVICES
NAICS 561920: EVENT AND MEETING PLANNING SERVICES

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

The Office of Contracting Equity

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:

Contract Type	Goals	
	MBE	**WBE**
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 [seventeen and one-half percent (0%).** 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.

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. 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 that 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
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 6

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/06/2026

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).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Guarantee & Liability Ins Co	26247
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Hartford Accident & Indemnity Company	22357
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
KPMG LLP
Three Chestnut Ridge Road
Montvale NJ 07645 USA

COVERAGES **CERTIFICATE NUMBER:** 570119286201 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	10CSER22026	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $1,000,000 $10,000 $3,000,000 $6,000,000 $3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	10 AB R22023	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION	Y		AUC930490723	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	10WNR22021	10/01/2025	10/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

Certificate No : 570119286201

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

Re: Contract: Contract No. 2523-123000; Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. Cook County, its officials, employees, and agents are included as Additional Insured in accordance with the policy provisions of the Automobile Liability, Excess Liability and General Liability policies. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers Compensation, Automobile Liability, Excess Liability and General Liability policies.

CERTIFICATE HOLDER

Cook County Government
161 N Clark Street, Suite 2300
Chicago IL 60601-3240 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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The ACORD name and logo are registered marks of ACORD



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT	ALL PROJECTS OR LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

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(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TC FURNISH THIS WAIVER.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 10 WN R22021 **Endorsement Number:**
Effective Date: 10/01/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: KPMG' LLP
3 CHESTNUT RIDGE ROAD
MONTVALE, NJ 07645

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by Susan L. Castaneda
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

EXHIBIT 7

Board Authorization

Board of Commissioners of Cook County

Master

118 North Clark Street
Chicago, IL

File Number: 26-1525

File ID:	26-1525	**Type:**	Contract	**Status:**	Approved
Version:	1	**Presenters:**	James Essex	**Agency:**	Asset Management Committee
				File Created:	05/12/2026
File Name:	KPMG LLP, Chicago, Illinois			**Final Action:**	07/16/2026

genda Item: **PROPOSED CONTRACT**

Department(s): Department of Real Estate Management

Vendor: KPMG LLP, Chicago, Illinois

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

Good(s) or Service(s): Consulting Services for the Rosemont Blue Line Transportation Center Market Analysis

Contract Value: $625,050.00

Contract period: ~~9/1/2026 - 3/1/2027~~ 08/01/2026 - 07/31/2027

Contract Utilization: The Contract-Specific goal set on this contract is Zero.

Potential Fiscal Year Budget Impact: FY 2026 $300,000.00 FY 2027 $325,050.00

Accounts: FY 2026, 11900.1031.TBD.520830; FY 2027 11000.1031.33930.520830

Contract Number(s): 2523-12300

Summary: This contract will allow the Department of Real Estate Management to receive Consulting Services for the Rosemont Blue Line Transportation Center Market Analysis.

The consultant study conducted by the vendor will assist the County in determining the potential redevelopment possibilities for this underperforming real estate asset that would better serve the County's economic and social needs.

The vendor was selected pursuant to a publicly advertised Request for Qualifications (RFQ) in accordance with the Cook County Procurement Code. KPMG LLP was selected based on established evaluation criteria.

Notes:

Sponsors:

Enactment Date:

Attachments: Rosemont Blue Line_Grant Agreement
B-22-CP-IL-0334, Grant Award Budget
Setup_HUD_DREM 300k, Blue Line_FY 2022 CPF
Fully Executed Award Documents Letter
B-22-CP-IL-0334

Enactment Number:

Contact:

Hearing Date:

Drafter: Michael.McMullin@cookcountyil.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Commissioners	06/11/2026	refer	Asset Management Committee			Pass
1	Asset Management Committee	07/16/2026	recommend for approval as amended				Pass
1	Board of Commissioners	07/16/2026	approve as amended in the errata				Pass

Text of Legislative File 26-1525

EXHIBIT 8

Identification of Subcontractors/Supplier/Subconsultant Form

Contract #: 2523-12300

OCPO ONLY:	
	Disqualification
X	Check Complete

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

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.: 2523-12300	Date: 11/3/2025
Total Bid or Proposal Amount: N/A	Contract Title: Consult. Srvcs. Rosemont Blue Line Trans. Center
Contractor: KPMG LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: HOK
Authorized Contact for Contractor: Ted Hamer	Authorized Contact for Subcontractor/Supplier/ Subconsultant: William Kenworthey
Email Address (Contractor): thamer@kpmg.com	Email Address (Subcontractor): william.kenworthey@hok.com
Company Address (Contractor): 200 E Randolph St Suite 5500	Company Address (Subcontractor): 333 South Wabash Avenue 14th Floor
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): Chicago, IL 60604
Telephone and Fax (Contractor): 4642069343	Telephone and Fax (Subcontractor): 312-782-1000
Estimated Start and Completion Dates (Contractor): 12/15/2025 - 6/15/2026	Estimated Start and Completion Dates (Subcontractor): 12/15/2025 - 6/15/2026

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Support overall delivery of scope of work, including lead stakeholder interviews and coord	N/A

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.**

KPMG LLP
Contractor

Ted Hamer
Name

Principal
Title



11/4/2025
Prime Contractor Signature — Date

Contract #: 2523-12300

OCPO ONLY:	
	Disqualification
X	Check Complete

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

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.: 2523-12300	Date: 11/3/2025
Total Bid or Proposal Amount: N/A	Contract Title: Consult. Srvcs. Rosemont Blue Line Trans. Center
Contractor: KPMG LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: K + P Advisory LLC
Authorized Contact for Contractor: Ted Hamer	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Anthony Pascente
Email Address (Contractor): thamer@kpmg.com	Email Address (Subcontractor): anthony@kpadvisoryservices.com
Company Address (Contractor): 200 E Randolph St Suite 5500	Company Address (Subcontractor): 811 S. Lytle St., Unit 506
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): Chicago, IL 60607
Telephone and Fax (Contractor): 4642069343	Telephone and Fax (Subcontractor): 312-515-1666
Estimated Start and Completion Dates (Contractor): 12/15/2025 - 6/15/2026	Estimated Start and Completion Dates (Subcontractor): 12/15/2025 - 6/15/2026

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Support overall delivery of scope of work, including lead stakeholder interviews and coord	N/A

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.**

KPMG LLP
Contractor

Ted Hamer
Name

Principal
Title

Prime Contractor Signature

11/4/2025
Date

EXHIBIT 9

Economic Disclosure Statement

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State**,** of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

N/A

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

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

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

Yes: ☑ No: ☐

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

200 E Randolph St, Chicago IL 60601

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): KPMG LLP – Chicago Office

Aon Center, 200 E Randolph St #5500, Chicago, IL 60601

(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:

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 KPMG LLP

D/B/A: _____ FEIN # Only: 13-5565207

Street Address: Aon Center, 200 E Randolph St #5500

City: Chicago State: IL Zip Code: 60601

Phone No.: 312-665-1000 Fax Number: _____ Email: thamer@kpmg.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) Limited Liability Partnership

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
No individual partner at KPMG LLP owns a 5 percent or greater interest in our firm.		

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
KPMG has over 2,400 partners serving clients in all 50 states.			

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.

CONTRACT #: 2523-12300

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Ted Hamer
Name of Authorized A[illegible]epresentative (please print or type)

Principal
Title

Signature

11/4/2025 6/5/2026
Date

thamer@kpmg.com
E-mail address

464-206-9343
Phone Number

Subscribed to and sworn before me
this 5 day of 6, 2026

My commission expires: 6/21/28

6-12-28

X by- C Munaretto
Notary Public Signature

Notary Seal

Edward Hernandez

Official Seal
EDWARD HERNANDEZ
Notary Public, State of Illinois
Commission No. 992250
My Commission Expires June 12, 2028

Official Seal
BENJAMIN C MUNARETTO
Notary Public, State of Illinois
Commission No. 992627
My Commission Expires June 21, 2028

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:

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

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: KPMG LLP

Address of Person Doing Business with the County: 200 E Randolph St, Chicago IL 60601

Phone number of Person Doing Business with the County: 312-665-1000

Email address of Person Doing Business with the County: thamer@kpmg.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:
Ted Hamer, Principal | thamer@kpmg.com | 464-206-9343

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 proceeding 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: 2523-12300

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 625,050

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: YaZeed Knaan, Lead Contract Negotiator, OCPO (312) 603-6825

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: Larry Brozek, Development Manager, Cook County Dept. of Real Estate Mgmt., 312-603-2435

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

Check the box that applies and provide related information where needed

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

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*

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*

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*

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 inacc ete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

6/5/2026
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: 2523-12300

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

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): KPMG LLP

Substantial Owner Complete Name: _____

FEIN# 13-5565207

[redacted]

E-mail address: _____

Street Address: Aon Center, 200 E Randolph St #5500

City: Chicago State: IL Zip: 60601

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

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

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction 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. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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 C[illegible]hat all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 11/4/2025 6/5/2026

Name of Person signing (Print): Ted Hamer Title: Principal

Subscribed and sworn to before me this 25 day of ~~April~~ June 20 26

X By- C Munaretto — Exp 6/21/28 6-12-28

Notary Public Signature **Notary Seal**

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

Edward Hernandez

Official Seal
EDWARD HERNANDEZ
Notary Public, State of Illinois
Commission No. 992250
My Commission Expires June 12, 2028

Official Seal
BENJAMIN C MUNARETTO
Notary Public, State of Illinois
Commission No. 992627
My Commission Expires June 21, 2028

CONTRACT #: 2523-12300

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

N/A
Corporation's Name

N/A
President's Printed Name and Signature

N/A
Telephone

N/A
Email

N/A
Secretary Signature

N/A
Date

Execution by LLC

N/A
LLC Name

N/A
*Member/Manager Printed Name and Signature

N/A
Date

N/A
Telephone and Email

Execution by Partnership/Joint Venture

KPMG LLP
Partnership/Joint Venture Name

Ted Hamer
*Partner/Joint Venturer Printed Name and Signature

~~November 4~~, 2025 June 5, 2026
Date

(464)206-9343 thamer@kpmg.com
Telephone and Email

Execution by Sole Proprietorship

N/A
Printed Name Signature

N/A
Assumed Name (if applicable)

N/A
Date

N/A
Telephone and Email

Subscribed and sworn to before me this 5 day of ~~November~~ June, 2025

My commission expires: ~~6/12/28~~ 6-12-28

Benjamin Munaretto

Notary Public Signature

Notary Seal

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

Official Seal
EDWARD HERNANDEZ
Notary Public, State of Illinois
Commission No. 992250
My Commission Expires June 12, 2028

Official Seal
BENJAMIN C MUNARETTO
Notary Public, State of Illinois
Commission No. 992627
My Commission Expires June 21, 2028

Chad E. Miller
Associate General Counsel

KPMG LLP
Office of General Counsel
Suite 12000
1801 K Street, NW
Washington, DC 20006

Telephone +1 202 533 5004
Fax +1 202 478 5184
e-Mail cemiller@kpmg.com

March 31, 2026

YaZeed Knaan, Lead Contract Negotiator
Cook County Government
Office of the Chief Procurement Officer
161 N Clark Street, Suite 2300
Chicago IL 60601-3240
Email: Yazeed.Knaan@cookcountyil.gov

RE: KPMG LLP – Contract No. 2523-12300

Dear Mr. Knaan:

I am a Principal and Associate General Counsel of KPMG LLP, a Delaware registered limited liability partnership (the "Firm"), and I am writing with respect to Contract No. 2523-12300 – Consulting Services for Rosemont Blue Line Transportation Center Market Analysis.

As a limited liability partnership, the Firm does not have the business structure to provide articles, bylaws, or resolutions to demonstrate signatory authority. However, I am familiar with the Firm's Partnership Agreement and the Firm's policies related thereto. I can certify that Ted Hamer is a Principal of the Firm, and, as such, is authorized to execute any contractual documents on behalf of the Firm, including, without limitation, this proposal and any resulting contract.

Sincerely,



Chad E. Miller
Principal & Associate General Counsel
KPMG LLP

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent firms affiliated with KMPG International Cooperative ("KPMG International"), a Swiss entity.

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

Digitally signed by Raffi Sarrafian
Date: 2026.07.30 13:47:21 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

N/A

Assistant State's Attorney
(Required on contracts over $1,000,000

Date

CONTRACT TERM & AMOUNT

2523-12300

Contract #

August 1, 2026 through July 31, 2027

Original Contract Term

Renewal Options (If Applicable)

$625,050.00

Contract Amount

July 16, 2026

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
JULY 16 2026
COM _____