



City of Chicago



O2018-2526

Office of the City Clerk Document Tracking Sheet

Meeting Date:	3/28/2018
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental shared data agreement with Illinois Department of Employment Security and AECOM Technical Services, Inc.
Committee(s) Assignment:	Committee on Budget and Government Operations

Budg



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 28, 2018

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a data-sharing agreement with the Illinois Department of Employment Security.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City, acting by and through its Department of Planning and Development, the Illinois Department of Employment Security ("IDES") and AECOM Technical Services, Inc., a California corporation ("Aecom") propose to enter into a Shared Data Agreement ("Agreement") to establish and implement the conditions and procedures that will govern the sharing of data between IDES, the City and Aecom; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution allows and encourages intergovernmental cooperation; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of the Department of Planning and Development ("**Commissioner**") or his or her designee is authorized to: (a) execute and deliver the Agreement in substantially the form attached as Exhibit A; (b) execute and deliver any renewals of this Agreement for successive like terms, not to exceed in the aggregate 10 years from the initial date of this Agreement; (c) make changes to the Agreement or renewals thereof as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement or renewals by the Commissioner or his or her designee constituting conclusive evidence of such approval), and (d) enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement or renewals.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance takes effect upon passage and approval.

Exhibit A
Shared Data Agreement
Attached.

**SHARED DATA AGREEMENT (WITH SUBCONTRACTOR) (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY**

This Agreement is entered into on December 1, 2017 by and among the **Illinois Department of Employment Security (“IDES”)** and the **City of Chicago–Department of Planning and Development (“RECIPIENT”)** and **AECOM Technical Services, Inc. (“SUBCONTRACTOR”)**.

The purpose of this Agreement is to establish and implement the conditions and procedures that will govern the sharing of data between IDES and RECIPIENT and SUBCONTRACTOR, consistent with federal regulations pertaining to recipients of unemployment information (20 CFR 603); the confidentiality requirements of the Illinois Unemployment Insurance Act (820 ILCS 405/1900); the Illinois Identity Protection Act (5 ILCS 179); the Illinois Personal Information Protection Act (815 ILCS 530); and the Illinois Data Processing Confidentiality Act (30 ILCS 585), all incorporated by reference herein.

TERMS AND CONDITIONS

I. GENERAL

- 1) RECIPIENT affirms and acknowledges that it is an agency of this State, as defined by Section 1-20 of the Illinois Administrative Procedure Act [5 ILCS 100/1-1, *et seq.*] or of any other State, a local government of this State, as defined by Section 3(a) of the State Mandates Act [30 ILCS 805/1, *et seq.*] or an agency of the federal government, as defined by 5 USC 551(1) and 5 USC 552(f).
- 2) RECIPIENT and SUBCONTRACTOR affirm and acknowledge that SUBCONTRACTOR is an agent or contractor of RECIPIENT.
- 3) RECIPIENT agrees that as part of the Shared Data Application Process, it submitted to IDES the IDES SDA Purpose Form [“Purpose Form”] and the IDES SDA Internal Controls Questionnaire [“ICQ”] for each entity that shall have access to the shared data. The submitted ICQs are incorporated herein as Attachments B and A, respectively. RECIPIENT certifies that it fully and accurately completed the Purpose Form and ICQ and required SUBCONTRACTOR to do the same. RECIPIENT further agrees that should IDES discover any material misrepresentations or omissions on these forms, IDES retains the right to cancel this Agreement at any time, recover its costs, and require the disposal of all previously disclosed data.
- 4) SUBCONTRACTOR agrees that as part of the Shared Data Application Process, it provided IDES, through RECIPIENT, with a complete and accurate ICQ. SUBCONTRACTOR certifies that it fully and accurately completed the ICQ. SUBCONTRACTOR further agrees that should IDES discover any material misrepresentations or omissions on this form, IDES retains the right to revoke SUBCONTRACTOR’s authority to receive data under this Agreement at any time, recover its costs, and require the disposal of all previously disclosed data in the manner set forth by IDES. SUBCONTRACTOR also agrees to notify

RECIPIENT and IDES of any changes to the systems or procedures detailed in the ICQ within five (5) business days of such a change.

- 5) RECIPIENT shall notify IDES of any change to the systems or procedures listed in the ICQs within five (5) business days of such a change. RECIPIENT acknowledges that if IDES determines that the system or procedure change unreasonably increases the risk of unauthorized disclosure, it may, in its discretion, terminate the Agreement without providing RECIPIENT the notice set forth in paragraph 29.
- 6) Attachment E contains the current relevant contact information of RECIPIENT. RECIPIENT shall notify IDES of any change to RECIPIENT's contact information or contact person within five (5) business days of such a change. RECIPIENT acknowledges that failure to notify IDES of any changes within the specified timeframe constitutes a breach of this Agreement and may subject RECIPIENT to the consequences set forth in Section VI.
- 7) Attachment B, incorporated herein, sets forth the specifications of this Agreement, including a description of the specific data requested, an explanation of how the data will be used, the means by which the data will be provided, the frequency of data transmissions, the number and names of RECIPIENT's and SUBCONTRACTOR's staff who may have access to the data, the location(s) at which the data will be used, and the legal authority for obtaining access to the data. Notwithstanding any request or specification to the contrary, IDES will only provide the requested data in a secure, automated fashion. IDES will not provide the requested data on paper, compact disc, or other similar media.

II. COSTS

- 8) In exchange for IDES's provision of the shared data, and in accordance with 20 CFR 603.8, RECIPIENT agrees to timely pay all costs associated with the processing and handling of RECIPIENT's request for such data. This includes, but is not limited to, the costs associated with monitoring RECIPIENT's and SUBCONTRACTOR's compliance with this Agreement. Prior to the initiation of this contract, IDES provided RECIPIENT with an estimate of costs, incorporated as Attachment C. RECIPIENT acknowledges that IDES provided this estimate based on the information available and that IDES retains the right to modify the amount due based on the actual costs associated with disclosing the shared data. After being presented with an itemized bill or expenditure report, RECIPIENT agrees to pay, on demand, the full costs associated with producing the shared data.

III. CONFIDENTIALITY AND SAFEGUARDS

- 9) All information obtained by IDES from an individual or employing unit during the administration of the Illinois Unemployment Insurance Act is confidential. As such, the records and information provided by IDES to RECIPIENT or SUBCONTRACTOR are confidential and must be protected from unauthorized use and disclosure. RECIPIENT and SUBCONTRACTOR agree to comply with the policy statement on the protection of social security numbers, set forth in Attachment F incorporated by reference herein.

- 10) RECIPIENT and SUBCONTRACTOR agree that they will only use the shared data for the specific purposes described in this Agreement. Any other dissemination or use of the shared data without the express written authority of the IDES Director is specifically prohibited.
- 11) Authority to request, receive, or obtain the information set forth in this Agreement is restricted to the individuals listed in Attachment D, all of whom are officials or employees of RECIPIENT and SUBCONTRACTOR with a need to access such information for the purposes described in this Agreement. RECIPIENT agrees to restrict access to the shared data to these individuals.
- 12) RECIPIENT and SUBCONTRACTOR agree to store the shared data in a place physically secure from access by individuals other than those listed in Attachment D.
- 13) RECIPIENT and SUBCONTRACTOR agree to store and process shared data maintained in electronic format, such as magnetic tapes or discs, in such a way that it cannot be obtained by any means by individuals other than those listed in Attachment D.
- 14) RECIPIENT and SUBCONTRACTOR agree to take the necessary precautions to ensure that only the individuals listed in Attachment D are given access to the shared data stored in computer systems.
- 15) Any online access to IDES information shall be controlled by RACFtm [Resource Access Control Facility]. IDES will provide authorized users with individual unique RACF User IDs. Individuals accessing IDES data through on-line screens protected by RACF, must use their own unique RACF User ID. Common or shared IDs are expressly prohibited and any attempt to access this data using another individual's RACF User ID, or a common or shared RACF User ID, is unauthorized and may subject the user to the consequences set forth in Section VI.
- 16) RECIPIENT and SUBCONTRACTOR agree to secure the shared data received pursuant to this Agreement and further agree that such data are the property of and shall be disposed of in the manner directed by IDES. Data received pursuant to this Agreement shall be disposed of after the purpose of the Agreement is served. Disposal means the return of the data to IDES or destruction of the data, as directed by IDES. The shared data shall not be archived or sent to a records center and shall not be retained with personal identifiers for any period longer than the term of this Agreement.

- 17) As a condition of this Agreement, RECIPIENT certifies that it has instructed all persons having access to the shared data, including SUBCONTRACTOR's personnel, about the confidentiality requirements of this Agreement and the sanctions specified for unauthorized disclosure, including State criminal penalties. RECIPIENT has required all persons who may have access to the data, including SUBCONTRACTOR's personnel, to complete and sign an acknowledgement form provided by IDES, and has reviewed these forms for accuracy. A list of all eligible employees and a sample acknowledgement form are attached to this Agreement as Attachment D. RECIPIENT shall notify IDES in writing if different or additional personnel require access to the data, and upon IDES approval, shall require these new or additional persons to complete and sign an acknowledgment form. Failure to collect the appropriate acknowledgment forms constitutes a breach of this Agreement and may subject RECIPIENT to the consequences set forth in Section VI.
- 18) RECIPIENT and SUBCONTRACTOR agree to promptly report to IDES any violation of this Agreement and any unauthorized disclosure or use of the data. As part of this obligation, RECIPIENT agrees to ensure its personnel and SUBCONTRACTOR's personnel are aware of the anonymous reporting mechanism available through the IDES website.
- 19) Other than as set forth in this Agreement, RECIPIENT shall not subcontract work involving the shared data or disclose the shared data to any agent or contractor without express written permission from the IDES Director and the execution of a new Agreement.
- 20) RECIPIENT and SUBCONTRACTOR further agree to comply with applicable laws, regulations and all other state and federal requirements with respect to the protection of privacy, security and dissemination of the shared data, including: federal regulations pertaining to recipients of unemployment compensation information (20 CFR 603); the Illinois Data Processing Confidentiality Act (30 ILCS 585); the Illinois Identity Protection Act (5 ILCS 179); the Illinois Personal Information Protection Act, (815 ILCS 530); and Section 1900 of the Illinois Unemployment Insurance Act (820 ILCS 405/1900), each of which have been incorporated by reference into this Agreement.

IV. COMPLIANCE MONITORING AND RECORD RETENTION

- 21) RECIPIENT agrees that it is responsible for ensuring that SUBCONTRACTOR complies with the terms of this Agreement and the safeguards incorporated therein. RECIPIENT shall take all necessary steps to protect against SUBCONTRACTOR's breach or its disclosure of the shared data. RECIPIENT and SUBCONTRACTOR acknowledge, however, that this subsection should not be construed as a waiver or limitation of IDES's rights to enforce this Agreement against SUBCONTRACTOR or recover damages as permitted by law.
- 22) RECIPIENT and SUBCONTRACTOR agree to allow IDES to conduct on-site inspections to verify data security and usage while this Agreement is in effect.

- 23) RECIPIENT and SUBCONTRACTOR agree to retain records regarding data access and data use for a period of three (3) years following the termination of this Agreement. In addition, RECIPIENT shall maintain copies of all acknowledgement forms for the length of this Agreement and for three years following the termination of this Agreement. Failure to maintain the appropriate records constitutes a breach of this Agreement and may subject RECIPIENT to the consequences set forth in Section VI. If the records referenced in this subsection shall become the subject of litigation that lasts longer than the three-year retention requirement, RECIPIENT and SUBCONTRACTOR agree to retain the records until the conclusion of that litigation.
- 24) RECIPIENT and SUBCONTRACTOR agree to provide IDES with audit access during the three (3) years following the termination of this Agreement, and longer in the case of litigation.
- 25) RECIPIENT and SUBCONTRACTOR agree to respond to, in writing, and correct any deficiencies noted by IDES as a result of the auditing or monitoring process.
- 26) RECIPIENT agrees that it is responsible for ensuring that SUBCONTRACTOR complies with the terms of this Agreement and the safeguards incorporated herein. RECIPIENT shall take all necessary steps to protect against SUBCONTRACTOR's breach of this Agreement or disclosure of the shared data. RECIPIENT and SUBCONTRACTOR acknowledge, however, that this subsection should not be construed as a waiver or limitation of IDES's rights to enforce this Agreement against SUBCONTRACTOR or recover damages as permitted by law.

V. CONTRACT DATES AND TERMINATION

- 27) RECIPIENT's authority to request, receive or obtain the information set forth in this Agreement shall become **effective December 1, 2017 and shall automatically terminate on November 30, 2018**. SUBCONTRACTOR's authority to request, receive, or obtain the information set forth in this Agreement shall flow from and be dependent on RECIPIENT's authority to request, receive, or obtain the information.
- 28) IDES and RECIPIENT may, upon mutual agreement, renew the authority granted by this Agreement by executing a written renewal Agreement at least thirty (60) days before the termination date of the current Agreement.
- 29) IDES or RECIPIENT may terminate this Agreement before November 30, 2018 by serving thirty (30) days written notice upon the other parties. RECIPIENT remains responsible for any costs associated with disclosure of the shared data. SUBCONTRACTOR may terminate its participation in this Agreement by serving thirty (30) days written notice upon the other parties. Likewise, RECIPIENT may terminate SUBCONTRACTOR's participation in this Agreement by serving thirty (30) days written notice upon the other parties. The termination of SUBCONTRACTOR's participation in this Agreement shall not otherwise affect the rights and responsibilities of IDES and RECIPIENT under this Agreement. Likewise,

RECIPIENT remains responsible for any breach of this Agreement by SUBCONTRACTOR, regardless of when it takes place.

- 30) RECIPIENT's and SUBCONTRACTOR's responsibilities and duties under this Agreement, including but not limited to their obligations regarding confidentiality and data security, shall remain in effect following the termination of the authority or participation referenced in this Section.

VI. CONSEQUENCES FOR BREACH

- 31) In accordance with 20 CFR 603.10, if RECIPIENT or SUBCONTRACTOR fail to comply with any provision of this Agreement, including the timely payment of costs billed to RECIPIENT, IDES is required to suspend the Agreement and cease disclosure of information to RECIPIENT and SUBCONTRACTOR (including any disclosure being processed), until IDES is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, the Agreement will be canceled, and RECIPIENT and SUBCONTRACTOR will be required to dispose of in the manner set forth by IDES, all data (and copies thereof) obtained under the Agreement which has not previously been returned to IDES. In the case of a breach by SUBCONTRACTOR, RECIPIENT must enforce the terms of this Agreement and require SUBCONTRACTOR to take prompt and satisfactory corrective action. If RECIPIENT fails to do so, RECIPIENT is in breach of this Agreement.
- 32) Notwithstanding any other provision to the contrary, IDES may immediately cancel this Agreement if RECIPIENT or SUBCONTRACTOR fail to adhere to any provision set forth in this Agreement. In the case of a termination due to breach, RECIPIENT remains responsible for any costs associated with the disclosure of the data.
- 33) In addition to its right to enforce this Agreement and secure satisfactory corrective action or the disposal of the information, IDES retains the right to take all remedial actions permitted under State or Federal law to effect adherence to the requirements of this Agreement, including seeking damages, penalties, and restitution as permitted under such law for any charges to granted funds and all costs incurred by IDES or the State of Illinois in pursuing the breach of the Agreement and enforcement as required by 20 CFR 603.10.
- 34) Under 820 ILCS 405/1900C, any officer or employee of any entity authorized to obtain information pursuant to [Section 1900], and any agent of this State or of such entity who, except with authority of the Director under this Section, shall disclose information shall be guilty of a Class B misdemeanor and shall be disqualified from holding any appointment or employment by the State.

VII. INDEMNIFICATION/ASSUMPTION OF RISK/RECOVERY AGAINST THIRD PARTIES

35) RECIPIENT agrees to indemnify, assume all risk of loss, and hold harmless the State of Illinois, IDES, their officers, employees, agents, and volunteers, from and against any and all liabilities, demands, claims, suits, actions, causes of action, judgments, losses, damages (including, without limitation, direct, indirect, special, incidental, reliance or consequential damages, even if advised of the possibility of such damages), fines, settlements, costs, and expenses (including, without limitation, witnesses' fees and the reasonable value of the time of attorneys employed by the Attorney General's Office and/or the attorneys' fees of special or other counsel appointed by the Attorney General's Office or retained by IDES to represent and/or defend IDES, and expenses incident thereto) related to or arising in connection with any acts or omissions of RECIPIENT, its officers, employees, agents, volunteers, and/or subcontractors, in connection with this Agreement, including, without limitation, any actual or alleged:

- a) Breach related to data security;
- b) Negligent, intentional or wrongful act or omission;
- c) Performance, attempted performance, and/or non-performance of any duty, obligation, covenant, proviso, requirement, specification, term, or condition of this Agreement;
- d) Failure to comply with the law;
- e) Infringement of and/or other damage or harm to any copyright, trademark, patent, or other intellectual or intangible property right of any person or entity;
- f) Unauthorized disclosure, release, or acquisition of the data, records, and/or information provided to the RECIPIENT under this Agreement, including without limitation any such unauthorized disclosure, release, or acquisition related to a failure to comply with the confidentiality provisions of this Agreement;
- g) Bodily injuries to persons (including death), loss of, damage or harm to, or destruction of real and/or tangible personal property (including property of the State), and/or any other injury or harm.

36) RECIPIENT shall do nothing to prejudice the rights of the State of Illinois and/or IDES to recover against third parties for any loss, including, without limitation, destruction or damage of IDES property, and shall at the request and expense of the State of Illinois and/or IDES furnish to IDES, or any other agency or branch of the State of Illinois, reasonable assistance and cooperation in obtaining recovery against third parties, including, without limitation, assistance in the prosecution of suit and the execution of instruments of assignment in favor of IDES and/or the State of Illinois. Any cost of recovering against SUBCONTRACTOR shall be born jointly and severally by RECIPIENT and SUBCONTRACTOR.

VIII. ENTIRE AGREEMENT

37) This Agreement, including Attachments A, B, B.B, C, D, E and F, and any amendments executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. The Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

IX. SEVERABILITY

38) If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

X. ILLINOIS PERSONAL INFORMATION PROTECTION ACT AND IDENTITY PROTECTION ACT

39) RECIPIENT and SUBCONTRACTOR shall remain in full compliance with the Personal Information Protection Act and Identity Protection Act. In the event that RECIPIENT or SUBCONTRACTOR has violated any part of the Personal Information Protection Act or Identity Protection Act, the violating party shall immediately notify IDES of any violation(s), and immediately initiate and complete all notice and remedial measures required under the Personal Information Protection Act and/or Identity Protection Act.

COMMUNICATIONS AND CONTACTS:

The contact persons for this agreement are:

IDES:

Primary Contact:

Evelina Tainer Loescher
Economic Info & Analysis
Illinois Department of Employment Security
33 S. State Street
Chicago, IL 60603-2802
Phone: (312) 793-5752
Fax: (312) 793-3609
Evelina.Loescher@illinois.gov

Violation Reporting:

Rex Crossland
Internal Audit
Illinois Department of Employment Security
607 E. Adams, 9th Floor
Springfield, IL 62701
Phone: (217) 785-0178
Fax: (217) 785-5117
Rex.Crossland@Illinois.gov

**SHARED DATA AGREEMENT (WITH SUBCONTRACTOR) (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY**

RECIPIENT: CITY OF CHICAGO-DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBCONTRACTOR: AECOM TECHNICAL SERVICES, INC.

APPROVALS:

**City of Chicago – Department of
Planning and Development:**

AECOM Technical Services, Inc.:

By: Authorized Official

By: Authorized Official

Signature/Date

Signature/Date

**Illinois Department of Employment
Security:**

By: Director

Signature/Date

SHARED DATA AGREEMENTS

Internal Controls Questionnaire

Version 1.0

Prepared By:
Department of Planning and Development
121 North LaSalle
Chicago, Illinois 60602

[October 18, 2017]

PRIVATE AND CONFIDENTIAL



The pages are not viewable on the public website or other public reports because they contain personal or sensitive information not suitable for publication. The following pages are considered a redacted portion of the entire legislative document.

SHARED DATA AGREEMENTS

Internal Controls Questionnaire

Version 1.0

Prepared By:

AECOM Technical Services, Inc.
303 E Wacker Drive, Suite 1400
Chicago, IL 60601

[10/5/17]

PRIVATE AND CONFIDENTIAL



The pages are not viewable on the public website or other public reports because they contain personal or sensitive information not suitable for publication. The following pages are considered a redacted portion of the entire legislative document.

Attachment C

Estimate of Costs

QCEW Dataset for Cook County only –
(see Attachment B.B for details)

Total = \$2,000

**ATTACHMENT D
SHARED DATA AGREEMENT (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY**

ACKNOWLEDGEMENT FORM _____ of _____

INDIVIDUAL'S FULL NAME: Kathleen Dickhut

JOB TITLE AND LOCATION: Deputy Commissioner, City Hall, 121 N LaSalle Street, Room 1101,
Chicago, IL 60602

EMPLOYER'S NAME: City of Chicago

IF EMPLOYER IS NOT [RECIPIENT], PLEASE EXPLAIN: _____

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA: To analyze economic and employment data to understand trends and spatial implications of potential land use, economic development and regulatory policy decisions in designated industrial corridors related to the City's Industrial Modernization program.

I Kathleen Dickhut acknowledge that all data received from IDES under 18-SDA-89 is confidential and must be protected from unauthorized disclosure and use. I have been instructed by **RECIPIENT** on the permissible use(s) of the data and will not use the data for any other purpose. **RECIPIENT** has provided me with a list of the individuals with whom I may share the data. I understand that I may not share the data with any other entity or person, including but not limited to other employees, agents, or contractors of **RECIPIENT** who are not authorized to access the data. I have received instruction from **RECIPIENT** on the proper way to store, handle, and protect the confidentiality of the data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of 18-SDA-89 to IDES and may do so by sending an e-mail to DES.SDA@illinois.gov or completing the form on the IDES website www.ides.illinois.gov/Pages/SDA_Violations.aspx. Finally, I understand that if I disclose the data to any unauthorized individual or entity, I shall be guilty of a Class B misdemeanor and may be required to serve up to 6 months in jail and pay a fine of up to \$1,500. I shall also be disqualified from holding any appointment or employment by with state.

INDIVIDUAL:

Signature: _____ Date: _____

FOR RECIPIENT:

Name: _____ Title: _____

Signature: _____ Date: _____

**ATTACHMENT D
SHARED DATA AGREEMENT (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY**

ACKNOWLEDGEMENT FORM _____ of _____

INDIVIDUAL'S FULL NAME: Bradley Roback

JOB TITLE AND LOCATION: Coor. Of Economic Devel., City Hall, 121 N LaSalle Street, Room 1101, Chicago, IL 60602

EMPLOYER'S NAME: City of Chicago

IF EMPLOYER IS NOT [RECIPIENT], PLEASE EXPLAIN: _____

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA: To analyze economic and employment data to understand trends and spatial implications of potential land use, economic development and regulatory policy decisions in designated industrial corridors related to the City's Industrial Modernization program.

I Bradley Roback acknowledge that all data received from IDES under 18-SDA-89 is confidential and must be protected from unauthorized disclosure and use. I have been instructed by **RECIPIENT** on the permissible use(s) of the data and will not use the data for any other purpose. **RECIPIENT** has provided me with a list of the individuals with whom I may share the data. I understand that I may not share the data with any other entity or person, including but not limited to other employees, agents, or contractors of **RECIPIENT** who are not authorized to access the data. I have received instruction from **RECIPIENT** on the proper way to store, handle, and protect the confidentiality of the data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of 18-SDA-89 to IDES and may do so by sending an e-mail to DES.SDA@illinois.gov or completing the form on the IDES website www.ides.illinois.gov/Pages/SDA_Violations.aspx. Finally, I understand that if I disclose the data to any unauthorized individual or entity, I shall be guilty of a Class B misdemeanor and may be required to serve up to 6 months in jail and pay a fine of up to \$1,500. I shall also be disqualified from holding any appointment or employment by with state.

INDIVIDUAL:

Signature: _____ Date: _____

FOR RECIPIENT:

Name: _____ Title: _____

Signature: _____ Date: _____

**ATTACHMENT D
SHARED DATA AGREEMENT (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY**

ACKNOWLEDGEMENT FORM _____ of _____

INDIVIDUAL'S FULL NAME: Sophia Wang Carey

JOB TITLE AND LOCATION: Dir. Ind. Growth Zones, City Hall, 121 N LaSalle Street, Room 1101, Chicago, IL 60602

EMPLOYER'S NAME: City of Chicago

IF EMPLOYER IS NOT [RECIPIENT], PLEASE EXPLAIN: _____

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA: To analyze economic and employment data to understand trends and spatial implications of potential land use, economic development and regulatory policy decisions in designated industrial corridors related to the City's Industrial Modernization program.

I Sophia Wang Carey acknowledge that all data received from IDES under **18-SDA-89** is confidential and must be protected from unauthorized disclosure and use. I have been instructed by **RECIPIENT** on the permissible use(s) of the data and will not use the data for any other purpose. **RECIPIENT** has provided me with a list of the individuals with whom I may share the data. I understand that I may not share the data with any other entity or person, including but not limited to other employees, agents, or contractors of **RECIPIENT** who are not authorized to access the data. I have received instruction from **RECIPIENT** on the proper way to store, handle, and protect the confidentiality of the data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of 18-SDA-89 to IDES and may do so by sending an e-mail to DES.SDA@illinois.gov or completing the form on the IDES website www.ides.illinois.gov/Pages/SDA_Violations.aspx. Finally, I understand that if I disclose the data to any unauthorized individual or entity, I shall be guilty of a Class B misdemeanor and may be required to serve up to 6 months in jail and pay a fine of up to \$1,500. I shall also be disqualified from holding any appointment or employment by with state.

INDIVIDUAL:

Signature: _____ Date: _____

FOR RECIPIENT:

Name: _____ Title: _____

Signature: _____ Date: _____

**ATTACHMENT D
SHARED DATA AGREEMENT (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY**

ACKNOWLEDGEMENT FORM _____ of _____

INDIVIDUAL'S FULL NAME: Erika Sellke

JOB TITLE AND LOCATION: Coordinating Planner, City Hall, 121 N LaSalle Street, Room 1101, Chicago, IL 60602

EMPLOYER'S NAME: City of Chicago

IF EMPLOYER IS NOT [RECIPIENT], PLEASE EXPLAIN: _____

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA: To analyze economic and employment data to understand trends and spatial implications of potential land use, economic development and regulatory policy decisions in designated industrial corridors related to the City's Industrial Modernization program.

I Erika Sellke acknowledge that all data received from IDES under **18-SDA-89** is confidential and must be protected from unauthorized disclosure and use. I have been instructed by **RECIPIENT** on the permissible use(s) of the data and will not use the data for any other purpose. **RECIPIENT** has provided me with a list of the individuals with whom I may share the data. I understand that I may not share the data with any other entity or person, including but not limited to other employees, agents, or contractors of **RECIPIENT** who are not authorized to access the data. I have received instruction from **RECIPIENT** on the proper way to store, handle, and protect the confidentiality of the data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of 18-SDA-89 to IDES and may do so by sending an e-mail to DES.SDA@illinois.gov or completing the form on the IDES website www.ides.illinois.gov/Pages/SDA_Violations.aspx. Finally, I understand that if I disclose the data to any unauthorized individual or entity, I shall be guilty of a Class B misdemeanor and may be required to serve up to 6 months in jail and pay a fine of up to \$1,500. I shall also be disqualified from holding any appointment or employment by with state.

INDIVIDUAL:

Signature: _____ Date: _____

FOR RECIPIENT:

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT D
SHARED DATA AGREEMENT (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY

ACKNOWLEDGEMENT FORM 1 of 4

INDIVIDUAL'S FULL NAME: Christopher Brewer

JOB TITLE AND LOCATION: Vice President, Chicago, IL

EMPLOYER'S NAME: AECOM Technical Services, Inc.

IF EMPLOYER IS NOT CITY OF CHICAGO (**RECIPIENT**), PLEASE EXPLAIN:
AECOM Technical Services, Inc. is a contracted subconsultant to the City of Chicago Department of Planning and Development.

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA:
On behalf of the City of Chicago Department of Planning and Development, designated staff of AECOM Technical Services, Inc. will analyze economic and employment data to understand trends and spatial implications of potential land use, economic development and regulatory policy decisions in designated industrial corridors related to the City's Industrial Modernization program.

I, Christopher Brewer, acknowledge that all data received from IDES under 18-SDA-89 is confidential and must be protected from unauthorized disclosure and use. I have been instructed by **RECIPIENT** on the permissible use(s) of the data and will not use the data for any other purpose. **RECIPIENT** has provided me with a list of the individuals with whom I may share the data. I understand that I may not share the data with any other entity or person, including but not limited to other employees, agents, or contractors of **RECIPIENT** who are not authorized to access the data. I have received instruction from **RECIPIENT** on the proper way to store, handle, and protect the confidentiality of the data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of 18-SDA-89 to IDES and may do so by sending an e-mail to DES.SDA@illinois.gov or completing the form on the IDES website www.ides.illinois.gov/Pages/SDA_Violations.aspx. Finally, I understand that if I disclose the data to any unauthorized individual or entity, I shall be guilty of a Class B misdemeanor and may be required to serve up to 6 months in jail and pay a fine of up to \$1,500. I shall also be disqualified from holding any appointment or employment by with state.

INDIVIDUAL:

Signature: _____ Date: _____

FOR RECIPIENT:

Name: _____ Title: _____

Signature: _____ Date: _____

**ATTACHMENT D
SHARED DATA AGREEMENT (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY**

ACKNOWLEDGEMENT FORM 4 of 4

INDIVIDUAL'S FULL NAME: Kevin Polk

JOB TITLE AND LOCATION: Urban Planner/Designer, Chicago, IL

EMPLOYER'S NAME: AECOM Technical Services, Inc.

IF EMPLOYER IS NOT CITY OF CHICAGO (**RECIPIENT**), PLEASE EXPLAIN:

AECOM Technical Services, Inc. is a contracted subconsultant to the City of Chicago Department of Planning and Development.

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA:

On behalf of the City of Chicago Department of Planning and Development, designated staff of AECOM Technical Services, Inc. will analyze economic and employment data to understand trends and spatial implications of potential land use, economic development and regulatory policy decisions in designated industrial corridors related to the City's Industrial Modernization program.

I, Kevin Polk, acknowledge that all data received from IDES under **18-SDA-89** is confidential and must be protected from unauthorized disclosure and use. I have been instructed by **RECIPIENT** on the permissible use(s) of the data and will not use the data for any other purpose. **RECIPIENT** has provided me with a list of the individuals with whom I may share the data. I understand that I may not share the data with any other entity or person, including but not limited to other employees, agents, or contractors of **RECIPIENT** who are not authorized to access the data. I have received instruction from **RECIPIENT** on the proper way to store, handle, and protect the confidentiality of the data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of 18-SDA-89 to IDES and may do so by sending an e-mail to DES.SDA@illinois.gov or completing the form on the IDES website www.ides.illinois.gov/Pages/SDA_Violations.aspx. Finally, I understand that if I disclose the data to any unauthorized individual or entity, I shall be guilty of a Class B misdemeanor and may be required to serve up to 6 months in jail and pay a fine of up to \$1,500. I shall also be disqualified from holding any appointment or employment by with state.

INDIVIDUAL:

Signature: _____ Date: _____

FOR RECIPIENT:

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT D
SHARED DATA AGREEMENT (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY

ACKNOWLEDGEMENT FORM 2 of 4

INDIVIDUAL'S FULL NAME: Jennifer McNeil Dhadwal

JOB TITLE AND LOCATION: Planning Department Manager, Chicago, IL

EMPLOYER'S NAME: AECOM Technical Services, Inc.

IF EMPLOYER IS NOT CITY OF CHICAGO (**RECIPIENT**), PLEASE EXPLAIN:

AECOM Technical Services, Inc. is a contracted subconsultant to the City of Chicago Department of Planning and Development.

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA:

On behalf of the City of Chicago Department of Planning and Development, designated staff of AECOM Technical Services, Inc. will analyze economic and employment data to understand trends and spatial implications of potential land use, economic development and regulatory policy decisions in designated industrial corridors related to the City's Industrial Modernization program.

I, Jennifer McNeil Dhadwal, acknowledge that all data received from IDES under **18-SDA-89** is confidential and must be protected from unauthorized disclosure and use. I have been instructed by **RECIPIENT** on the permissible use(s) of the data and will not use the data for any other purpose. **RECIPIENT** has provided me with a list of the individuals with whom I may share the data. I understand that I may not share the data with any other entity or person, including but not limited to other employees, agents, or contractors of **RECIPIENT** who are not authorized to access the data. I have received instruction from **RECIPIENT** on the proper way to store, handle, and protect the confidentiality of the data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of 18-SDA-89 to IDES and may do so by sending an e-mail to DES.SDA@illinois.gov or completing the form on the IDES website www.ides.illinois.gov/Pages/SDA_Violations.aspx. Finally, I understand that if I disclose the data to any unauthorized individual or entity, I shall be guilty of a Class B misdemeanor and may be required to serve up to 6 months in jail and pay a fine of up to \$1,500. I shall also be disqualified from holding any appointment or employment by with state.

INDIVIDUAL:

Signature: _____ Date: _____

FOR RECIPIENT:

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT D
SHARED DATA AGREEMENT (18-SDA-89)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY

ACKNOWLEDGEMENT FORM 3 of 4

INDIVIDUAL'S FULL NAME: Andrea Nair

JOB TITLE AND LOCATION: Transportation Planner, Chicago, IL

EMPLOYER'S NAME: AECOM Technical Services, Inc.

IF EMPLOYER IS NOT CITY OF CHICAGO (RECIPIENT), PLEASE EXPLAIN:

AECOM Technical Services, Inc. is a contracted subconsultant to the City of Chicago Department of Planning and Development.

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA:

On behalf of the City of Chicago Department of Planning and Development, designated staff of AECOM Technical Services, Inc. will analyze economic and employment data to understand trends and spatial implications of potential land use, economic development and regulatory policy decisions in designated industrial corridors related to the City's Industrial Modernization program.

I, Andrea Nair, acknowledge that all data received from IDES under **18-SDA-89** is confidential and must be protected from unauthorized disclosure and use. I have been instructed by **RECIPIENT** on the permissible use(s) of the data and will not use the data for any other purpose. **RECIPIENT** has provided me with a list of the individuals with whom I may share the data. I understand that I may not share the data with any other entity or person, including but not limited to other employees, agents, or contractors of **RECIPIENT** who are not authorized to access the data. I have received instruction from **RECIPIENT** on the proper way to store, handle, and protect the confidentiality of the data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of 18-SDA-89 to IDES and may do so by sending an e-mail to DES.SDA@illinois.gov or completing the form on the IDES website www.ides.illinois.gov/Pages/SDA_Violations.aspx. Finally, I understand that if I disclose the data to any unauthorized individual or entity, I shall be guilty of a Class B misdemeanor and may be required to serve up to 6 months in jail and pay a fine of up to \$1,500. I shall also be disqualified from holding any appointment or employment by with state.

INDIVIDUAL:

Signature: _____ Date: _____

FOR RECIPIENT:

Name: _____ Title: _____

Signature: _____ Date: _____



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 124653

Date of This Filing:03/20/2018 09:52 AM

Certificate Printed on: 03/20/2018

Original Filing Date:03/20/2018 09:52 AM

Disclosing Party: AECOM Technical Services, Title:Paralegal
Inc.

Filed by: Ms. Laura J. Westcott

Matter: NON-TARGET MARKET
PLANNING NOW SERVICES: CAT
1: PREPARE URBAN PLANS; CAT 2:
EVALUATE REAL ESTATE, HOUSING
& ECON. DEVEL. PROPOSALS; CAT
3: PREPARE & MANAGE DEVEL.
PROJECTS; CAT 4: ASSIST WITH DEVEL.
& SUSTAINABILITY & RESILIENCY
PLANS

Applicant: AECOM Technical Services, Inc.

Specification #: 131663

Contract #: 51701

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 124653

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

AECOM Technical Services, Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

303 East Wacker Drive
Suite 1400
Chicago, IL 60601
United States

C. Telephone:

312-373-7618

Fax:

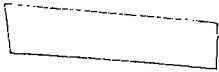
Email:

laura.westcott@aecom.com

D. Name of contact person:

Ms. Laura J. Westcott

E. Federal Employer Identification No. (if you have one):



F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

NON-TARGET MARKET PLANNING NOW SERVICES: CAT 1: PREPARE URBAN PLANS; CAT 2: EVALUATE REAL ESTATE, HOUSING & ECON. DEVEL. PROPOSALS; CAT 3: PREPARE & MANAGE DEVEL. PROJECTS; CAT 4: ASSIST WITH DEVEL. & SUSTAINABILITY & RESILIENCY PLANS

Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

131663

Contract (PO) Number

51701

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

California

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

- Officer/Director: Mr. David Gan
- Title: Director
- Role: Director
-
- Officer/Director: Mr. Preston Hopson
- Title: Director/Secretary
- Role: Director
-
- Officer/Director: Mr. Timothy H. Keener
- Title: CEO, President
- Role: Officer
-
- Officer/Director: Robert S. Ledford
- Title: Chief Operating Officer/Executive Vice President
- Role: Officer
-
- Officer/Director: Mr. Vahid Ownjazayeri
- Title: Chief Growth Officer
- Role: Officer
-
- Officer/Director: Mr. Matthew Riley
- Title: Vice President/Asst. Secretary
- Role: Officer
-
- Officer/Director: Mr. Michael Klerer
- Title: Assistant Secretary
- Role: Officer
-
- Officer/Director: Mr. Keenan E Driscoll

Title: Treasurer
Role: Officer

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- The Earth Technology Corporation (USA) - 100% - EDS 124654
 - URS Global Holdings, Inc. - 100% - EDS 124655
 - URS Holdings, Inc. - 100% - EDS 124656
 - AECOM Global II, LLC - 100% - EDS 124657
 - AECOM - 100% - EDS 124658

Owner Details

Name	Business Address
AECOM	1999 Avenue of the Stars Suite 2600 Los Angeles, CA 90067 United States
AECOM Global II, LLC	1999 Avenue of the Stars Suite 2600 Los Angeles, CA 90067 United States
The Earth Technology Corporation (USA)	303 E. Wacker Dr. Suite 1400

Chicago, IL 60601

United States

URS Global Holdings, Inc. 303 E. Wacker Drive

Suite 1400

Chicago, IL 60601

United States

URS Holdings, Inc. 1999 Avenue of the Stars

Suite 2600

Los Angeles, CA 90067

United States

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party 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

Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name: AREA
Anticipated/Retained: Retained
Business Address: 914 S. Wabash
Chicago, IL 60605 United States
Relationship: Subcontractor - MWDBE
Fees (\$\$ or %): \$37,000
Estimated/Paid: Paid

Name: Goodman Williams Group
Anticipated/Retained: Retained
Business Address: 116 W. Illinois Street, 7th Floor
Chicago, IL 60654 United States
Relationship: Subcontractor - MWDBE
Fees (\$\$ or %): \$20,000
Estimated/Paid: Paid

3. Has the Disclosing Party retained or does it anticipate retaining any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft;

forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the

Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may

make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece

or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 03/20/2018

Ms. Laura J. Westcott

Paralegal

AECOM Technical Services, Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.