

CONTRACT FOR SERVICE
CONTRACT NO. 11-88-040A



REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN
PROFESSIONAL SERVICES
FOR
REAL ESTATE MANAGEMENT DIVISION and
OFFICE OF CAPITAL PLANNING AND POLICY

WITH: U. S. EQUITIES REALTY, LLC

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER

REQ#(s) 07 103306, 07 103308, 07 103309

PROFESSIONAL SERVICES AGREEMENT

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF COOK, ILLINOIS
AND THE
CONSULTANT**

THIS AGREEMENT (“**Agreement**” or “**Contract**”) is made between the **COUNTY OF COOK, ILLINOIS**, a body politic and corporate of the State of Illinois (the “**COUNTY**,” “**County**” or “**Owner**”), and U. S. Equities Realty, LLC an Illinois Limited Liability Company (herein referred to as the “**Consultant**”) and authorized by the Cook County Board of Commissioners on May 1, 2012, as evidenced by the Board authorization letter attached hereto as Exhibit A.

The County and the Consultant agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS

1.1 DEFINITIONS

Capitalized terms used in this Agreement and not defined in context shall have the meanings set forth below.

- 1.1.1 “**Agreement**” means this Agreement between the County and the Consultant for architectural/engineering services as herein stated in connection with the Project.
- 1.1.2 “**Cost Loaded Schedule**” means a schedule of payments to be made to the Consultant for all activities required pursuant to this Agreement, which schedule shall identify and itemize, in reasonable detail, all such activities and assign a dollar amount to each of such activities, the sum of which shall aggregate the compensation for Basic Services as set forth in Section 6.1.
- 1.1.3 “**COUNTY**,” “**County**” or “**Owner**” means the County of Cook, a body politic and corporate of the State of Illinois. When approval or other actions are required of the County, the County shall mean the “Project Director” unless otherwise indicated in this Agreement.
- 1.1.4 “**Day(s)**” shall mean calendar day(s) unless otherwise specified herein.
- 1.1.5 “**Deliverables**” means all submissions and deliverables prepared by or on behalf of the Consultant, described in this Agreement and required to be provided by Consultant; provided that the software and materials that are proprietary to Consultant and any of its subcontractors under this Agreement shall not constitute “Deliverables,” but are addressed in Section 1.4.7.
- 1.1.6 “**Electronic Deliverables**” shall mean Project Documents to be delivered in electronic format as further described in Section 2.1. Electronic Deliverables shall include, but not be limited to all architectural, design and other similar drawings and data bases to be prepared or provided by the Consultant pursuant to Section 2.1, Exhibit B or elsewhere in this Agreement.
- 1.1.7 “**Notice to Proceed**” or “**NTP**” means a notice issued by the Office of Capital Planning and Policy to the Consultant to begin its Services.
- 1.1.8 “**Notice to Proceed Date**” or “**NTP Date**” means the date noted in the NTP issued by the Office of Capital Planning and Policy to the Consultant to begin their Services. The Services will be deemed to begin on this date.

- 1.1.9 **"Printed Deliverables"** shall mean text-based Project Documents such as reports, interim reports, progress reports, meeting minutes and similar materials required or requested to be provided in hard copy pursuant to Section 2.1, Exhibit B or elsewhere in this Agreement.
- 1.1.10 **"Project"** means the project described on **Exhibit B**.
- 1.1.11 **"Project Director"** means a representative designated by the Director of Capital Planning and Policy.
- 1.1.12 **"Project Documents"** means all data, studies, meeting minutes, schedules, notices, logs, supplemental information and reports, and any revisions or additions to any of the foregoing prepared, developed, gathered or received by the Consultant, its subcontractors, agents and employees pursuant to this Agreement, and shall include Deliverables.
- 1.1.13 **"Project Schedule"** means the schedule attached as Exhibit E.
- 1.1.14 **"Chief Procurement Officer"** means the County's Chief Procurement Officer, whose duties and responsibilities are more particularly described in the Cook County Code, Chapter 34, Article IV.
- 1.1.15 **"Services"** shall mean the Basic Services, Additional Services and any other services to be provided by the Consultant under this Agreement.
- 1.1.16 **"Standard of Care"** shall have the meaning set forth in Section 1.4.1.

1.2 EFFECTIVE DATE; TERM

This Agreement shall commence on the date that the County's Board of Commissioners authorizes execution of this Agreement (**"Effective Date"**) and shall terminate on the day before the second anniversary of the Effective Date.

1.3 SCOPE OF SERVICES

Exhibit B sets forth a scope of the Services to be provided under this Agreement, detailing the specific tasks to be performed by Consultant. **Exhibit B** is intended to describe the Services in detail and not to limit the Services in any way. Therefore, if a service or task is described in this Agreement but not included in **Exhibit B**, Consultant shall be obligated to provide the service or task. If a service or task is described in **Exhibit B** and not in this Agreement, Consultant shall be obligated to perform the service or task. In the event of a conflict between the terms set forth in this Agreement and specific items described in **Exhibit B**, Consultant shall perform the service or task in the manner most beneficial to the County, as determined by the Project Director.

1.4 CONSULTANT'S GENERAL AGREEMENTS

- 1.4.1 **Standard of Care.** The Consultant represents, covenants and agrees that all of its services shall conform to the standard of care and quality (the **"Standard of Care"**) which prevails among professionals of knowledge and skill providing services of the nature of the Services provided under this Agreement throughout the United States, in conformity with any and all professional standards applicable to such Services and in compliance with all applicable laws, codes, ordinances and industry standards. The Consultant shall be responsible for all services performed by subcontractors, agents and employees hired, retained or engaged by the Consultant. Consultant represents, covenants and agrees that Consultant shall cause all of its sub-consultants to conform to the Standard of Care.

- 1.4.2 Cooperation with Other Consultants.** The Consultant covenants and agrees to cooperate, and to cause its sub-consultants to cooperate, with other consultants who may be retained by the County to perform services related to but outside of the scope of the Project.
- 1.4.3 Qualified Staff; Sufficient Personnel.** The Consultant shall assign and maintain, at all times during the term of this Agreement, a staff of competent personnel who are fully qualified to perform the services required by this Agreement, and shall provide a sufficient number of personnel as is necessary for the timely completion of the Project.
- 1.4.4 Key Personnel.** The Consultant has provided to the County a list of individuals whom it shall use on the Project, a copy of which is attached as **Exhibit C ("Key Personnel")**. The Consultant shall set forth on **Exhibit C** a description, in reasonable detail, of the assignment, current hourly rate, qualifications, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. **Exhibit C** shall also identify those Key Personnel who are employees or principals of sub-consultants identified pursuant to Section 1.4.5 below, setting forth the same information as required of its own employees and identifying the sub-consultant with which such individual is affiliated. The Consultant shall not make any change or reassignment of Key Personnel and shall not make any change to the hourly rates for such personnel, without prior notice to and prior acceptance by the County. In the case that any of the Key Personnel shall not at any time be able to perform his or her assigned function as described in this Agreement or is no longer employed by the Consultant, the Consultant shall promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual shall be acceptable to the County and shall thereafter be subject, as one of the Key Personnel, to the provisions of this Section 1.4.4. The County may, at any time, give written notice to the Consultant requesting the removal of any of the Key Personnel or any of the Consultant's other assigned personnel from the Project. Upon receipt of such notice, the Consultant shall forthwith remove such Key Personnel or other assigned personnel and furnish to the County other acceptable personnel, which personnel shall thereafter be subject to the provisions of this Section.
- 1.4.5 Subcontracts.** The Consultant proposes to enter into subcontracts with the sub-consultants it has identified in **Exhibit D** for services to be provided pursuant to this Agreement. No other sub-consultants may be retained by the Consultant without prior notice to and prior acceptance by the County and no change in any of the Key Personnel identified in attached **Exhibit C** affiliated with the sub-consultants therein identified or other sub-consultants hereafter accepted shall be made without prior written notice to and prior acceptance by the County. The Consultant shall provide copies of each of its subcontracts and any and all changes thereto to the **Chief Procurement Officer** promptly after the formation or execution thereof, and shall provide an updated **Exhibit D** to the Project Director within 30 days after the Effective Date and from time to time thereafter, as subcontracts are executed, setting forth the agreed upon compensation to be paid to each sub-consultant. The terms of all such subcontracts and changes thereto shall conform to the terms of this Agreement in all material respects. Notwithstanding any of the foregoing, the provisions of this Section 1.4.5 shall not apply to employment agreements between the Consultant and its employees.
- 1.4.6 Copyright; Ownership; Project Documents and Deliverables.** The Consultant and the County agree that, to the extent permitted by law, the Project Documents and all Deliverables shall, upon the preparation thereof and at all times and in all events thereafter, be conclusively deemed "works for hire" within the meaning and purview of the copyright laws of the United States. To the extent any such Deliverables do not qualify as a "work made for hire", Consultant hereby irrevocably grants, assigns and transfers all rights title and interest in such

Deliverables to the County. The County will be the sole owner of the Project Documents, including all components and elements in which copyrights can subsist and of all rights to apply for copyright registration or to prosecute any claims for infringement. To the extent necessary to transfer property rights in Project Documents to the County, this Agreement constitutes a Bill of Sale from the Consultant and all of its Subcontractors in favor of the County for the Project Documents. The Consultant, for itself and for and on behalf of its subcontractors, agents and employees, does hereby sell, assign and transfer to the County absolutely free and clear of all liens, interests, claims and encumbrances, all such Project Documents and other Deliverables as and when prepared or received, subject only to a license in favor of the Consultant, its subcontractors, agents and employees to use the same in the performance of their duties and obligations under this Agreement. During the performance of the Agreement, the Consultant shall be responsible of any loss or damage to the Deliverables 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 Deliverables and the work at all times.

- 1.4.7 License for Software.** To the extent the Project or any Project Documents involve the use of software or materials which are proprietary to the Consultant (which for purposes of this Section shall include all subcontractors of Consultant under this Agreement), Consultant grants the County a license for the County to operate the systems as intended after the completion of the Project (provided, however, that County is in compliance with an optional Hosting Agreement, including payment by the County of applicable hosting fees after the completion of the Project). Consultant shall provide for automatic updating and shall offer upgrades of such software and propriety materials for so long as such hosting fees are paid, as provided in Exhibit B, and for so long as the software is made available to customers. Additional provisions regarding use of proprietary software both during and after the Project completion are contained in Exhibit B. If any equipment, hardware or software, including any licensed third party software, is used by the Consultant in the performance of its services and any injunction is entered restraining the Consultant, the County or any of their respective commissioners, officials, officers, employees, agents or representatives from using such equipment, hardware or software or any part thereof, then the Consultant will, at its expense without reimbursement from or compensation by the County, promptly provide or otherwise secure for the County, at the Consultant's election, one of the following: the right to continue using the equipment, hardware or software; an equivalent system; or a modified system or modified component parts which perform in a substantially similar manner to the original system, but do not infringe on any patents, copyrights, licenses or other intellectual property rights.
- 1.4.8 Time Limitations.** The Consultant acknowledges that it is familiar with the time limitations and requirements as they pertain to the Services. The Consultant agrees to perform all of its services and obligations under this Agreement in a timely manner.
- 1.4.9 Conflict Of Interest.** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Consultant agrees to inform the County on a timely basis of all of the Consultant's interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant shall not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development,

medical, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors and subcontractors in advance of official announcement. The Consultant agrees to familiarize itself with County rules and regulations and inform its employees of all County policies respecting contraband and other matters. 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 County's Ethics Ordinance (Cook County Code, Chapter 2, Article VII). No payment, gratuity or offer of employment has been made or will be accepted in connection with this Agreement by or on behalf of any Subcontractors to the Consultant or anyone associated with them, as an inducement for the award of a subcontract or order. 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.

- 1.4.10 Confidentiality.** The Consultant acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by the Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the Consultant's performance of services hereunder, or under compulsion of law. The Consultant shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party, other than its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. The Consultant shall not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from the County without the prior written approval of County, other than to its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Consultant shall be furnished to the County without charge.
- 1.4.11 Compliance with Laws.** The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by the Consultant's employees, agents and subcontractors shall be the responsibility of the Consultant.
- 1.4.12 Lobbyist Ordinance.** The Consultant shall take notice of the County Lobbyist Registration Ordinance and shall comply with all the provisions therein. The Consultant shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Consultant is doing business or proposing to do business, in accomplishing the services under this Agreement.
- 1.4.13 Use of Premises.** The Consultant shall confer with the County to ascertain full knowledge of all rules and regulations of the County facilities relative to this Agreement and shall comply therewith. The Consultant shall confine the operations of its employees, agents and subcontractors to the limits indicated by laws, ordinances, permits and/or direction of the Project Director and shall not unreasonably or unnecessarily encumber the premises with materials or debris. The County reserves the right to prohibit any person from entering a County facility for any reason. All contractors and subcontractors of the Consultant shall be

accountable to the Project Director while on the County's property and shall abide by all security regulations imposed by the County. The Consultant shall not load or permit any part of the structure to be loaded with weight that will endanger the structure's safety.

1.4.14 Cook County Living Wage Ordinance. To the extent applicable, Consultant shall comply with, and shall require its Subcontractors to comply with Section 34-160 of the Cook County Code which requires contractors using full-time non County employees providing services or labor to pay not less than the "Living Wage" to such employees, unless such wages are governed by federal or State law, the contractor is a not for profit organization, or the contract is funded with federal grants or loans. The current "Living Wage" is posted and available as described in Section 34-160.

ARTICLE 2 BASIC SERVICES

2 BASIC SERVICES

The Consultant's Basic Services consist of all the Services described in Exhibit B and in this Article 2.

2.1 DELIVERABLES

As part of the Basic Services and not as Reimbursable Expenses, all Electronic Deliverables shall be delivered or emailed to the **Project Director** and the Oversight Committee referred to in Section 2.7 of Exhibit B attached here. When required by file size, "delivery" shall mean the physical delivery of a CD, "flash drive" or other agreed to electronic medium readable by the County in such quantities as the County may request. In addition, one reproducible copy of all Electronic Deliverables shall be provided. The Consultant shall, as a part of its Basic Services and not as Reimbursable Expenses submit Printed Deliverables as follows: (i) multiple hard copies of Interim Reports and the Plan (as described in Exhibit B) and other presentation materials, and drafts of such materials, in such numbers as the Project Director may require for purposes of presentation to the County Board and other decision making bodies and (ii) up to six (6) hard copies of reports, interim reports progress reports, meeting minutes and similar materials which are requested by the Project Director to be submitted in hard copy. Consultant acknowledges that Printed Deliverables may include drawings, plans and similar material that are otherwise considered Electronic Deliverables. Copying and printing of Printed Deliverables and other similar deliverables shall be printed on both sides of the paper. Paper utilized for submissions and deliverables shall be recycled paper containing at least 30 percent post-consumer content, unless use of such recycled paper is not practicable. The County reserves the right to revise these procedures, as it deems necessary. Any such revisions shall be effective upon receipt of written notice thereof from the County to the Consultant. Details as to what is included in the Deliverables are further described in Exhibit B.

2.2 PROJECT SCHEDULE AND IMPLEMENTATION PLAN

The Consultant has prepared, and the County has agreed to, a Preliminary Project Schedule (the "Preliminary Schedule") attached to this Agreement as Exhibit E-1. Within thirty (30) days after the Effective Date, the Consultant will provide the Project Schedule, which sets forth the schedule of completion of major milestones for the Project and the manner in which the Consultant intends to perform the Project, for approval by the Project Director. The Consultant will inform the Project Director as soon as possible of any events which would cause delay in the Project and the Consultant's proposed solution to such delay.

2.3 COST LOADED SCHEDULE

The Consultant will prepare a Cost Loaded Schedule for activities related to the Consultant's services required pursuant to this Agreement, such Cost Loaded Schedule to be provided to the Project Director within thirty (30) days after the Effective Date. The Cost Loaded Schedule will be in a format reasonably satisfactory to the Project Director and will identify the Project activities to be performed by the Consultant under this Agreement and assigns a dollar value to each activity which aggregates to the compensation amount for Basic Services as set forth in Section 6.1. The County reserves the right to require reasonable revisions to any such Cost Loaded Schedule in the interests of clarity or to better reflect the nature of the Project. The Consultant shall update the Cost Loaded Schedule quarterly or when requested by the County; provided, however, that any changes in the Cost Loaded Schedule shown in such update shall not become effective unless and until such changes are first approved by the County.

2.4 PRESENTATIONS

The Consultant shall be responsible for attending and making presentations at various meetings, including County Board, County committee and community group meetings, in order to inform and advise County officials and the public on the status of the Project. Formal presentations (which shall mean presentations to a decision-making body such as the Cook County Board of Commissioners, the Cook County Health and Hospitals System, other decision-making bodies, and committees of such bodies) will also be required and are included in the Basic Services, so long as the number of such formal presentations does not exceed 12. Formal presentations will be required at least at the time the Plan is completed. Formal presentations will be made to the Cook County Board of Commissioners and the Cook County Health and Hospitals System Board, and committees thereof. In addition to formal presentations, the Consultant will meet, as requested by the Project Director, with community groups, elected and appointed officials such as the Cook County Board President, the Sheriff of Cook County, executive staff of the County and of the Cook County Health and Hospitals System and similar elected and appointed officials.

2.5 SITE VISITS; INVESTIGATIONS

2.5.1 Site Visits. The Consultant shall have the appropriate personnel perform such site visits to the Project site as are necessary such that the Consultant and Subcontractors become thoroughly familiar with the Project site and its surroundings and make all reasonable efforts to verify the accuracy of any County "as-built" drawings related to the Consultant's work. In the event such "as-built" drawings do not exist, the Consultant shall make all reasonable efforts to determine existing site conditions. Invasive investigations (above and beyond any such investigations included in Basic Services pursuant to Exhibit B) shall not be required unless recommended by the Consultant and accepted by the County as Additional Services.

2.5.2 Additional Studies. In connection with such site visits, the Consultant shall correlate its observations with all the requirements of this Agreement and consult with the County regarding any additional studies that would be beneficial to the Project or implementation thereof.

2.5.3 Consultant Responsible for Adequate Investigation. Notwithstanding anything to the contrary contained in this Agreement and without limitation on any other rights and remedies of the County, the Consultant shall be obligated at its cost and expense to revise any document prepared by the Consultant, its subcontractors, agents or employees for the Project if the matters covered by such revisions could and should reasonably have been discovered by the Consultant in the performance and observance of its services under this Agreement.

2.6 PROJECT MEETINGS. The Consultant shall schedule and conduct Project meetings with the County and such of the County's consultants as appropriate, and shall provide minutes of all such meetings to all participants within five days of each meeting. Such meetings shall be

scheduled weekly, or at greater intervals if deemed appropriate by the Project Director. Times, dates and locations of meetings shall be subject to approval by the County.

- 2.7 **RETENTION OF OTHER SERVICES.** When requested by the County, the Consultant shall assist the County in selecting and retaining the professional services of surveyors, special consultants, testing laboratories and other services not included in the Basic Services.

ARTICLE 3

ADDITIONAL SERVICES

3 AUTHORIZATION AND COMPENSATION

Additional services, if any, described in Exhibit B are not included in Basic Services. The Consultant shall furnish any such services and shall be paid for such services in accordance with Section 6.2, provided such services have been authorized by the Project Director in writing and in advance. Once so authorized, such services shall constitute "Additional Services."

3.1 OTHER SERVICES

When requested by the County, the Consultant will provide as Additional Services any other services not otherwise included in this Agreement which are within the expertise of Consultant as established by Consultant's Statement of Qualifications.

ARTICLE 4

COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS

4 COUNTY'S RESPONSIBILITIES AND RIGHTS

The County shall have the following specific responsibilities and rights under this Agreement.

4.1 COUNTY'S RESPONSIBILITIES

- 4.1.1 **Cooperation with Consultant.** The County shall cooperate with the Consultant in order to enable the Consultant to perform its work hereunder and shall direct its employees, agents, Contractors and consultants to reasonably cooperate with the Consultant.
- 4.1.2 **Approvals; Acceptances; Decisions.** The County shall render approvals, acceptances and decisions required by the Consultant in a reasonably expeditious manner for the orderly progress of the Consultant's services and the Project.
- 4.1.3 **Information to Be Provided by County.** The County shall provide the Consultant with the relevant documentation and information pertaining to the Project that the County has in its possession to facilitate the Consultant's review of Project needs and requirements and will reasonably cooperate with the Consultant with respect to such review.
- 4.1.4 **Point Of Contact.** The Project Director shall, on behalf of the County, act as the primary point of contact for the Consultant with the County and render decisions in a timely manner where such decisions do not result in any change or modification of this Agreement or of the Project. The Consultant's communications with the County, including but not limited to all reports, should be directed through the Project Director to the greatest extent possible, except for written notices, which shall be made in accordance with Section 11.1.
- 4.1.5 **Modifications and Amendments.** The parties may from time to time during the term of the Agreement make modifications and amendments to the Contract which in the case of the

County, may be executed by the Chief Procurement Officer, except as hereinafter set forth. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively increase the total cost ("Additional Costs") of all amendments to more than ten percent (10%) of the original "not to exceed" amount of the Agreement, as approved by the Board of Commissioners of the County (the "Board") or which extend the term of the Agreement by more than one (1) year from the termination date of the Agreement shall not be deemed as authorized without the approval of the Board. In addition to such mutually agreed to modifications and amendments, the Chief Procurement Officer may, by written order, amend this Agreement as permitted in Section 4.2 of this Agreement, provided that any such changes shall not increase the Agreement price or the time required for performance beyond the limits above described. The Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 4.1.5, no County department or employee thereof has authority to make any modification or amendment to this Contract. The concept of "cumulative" above, takes into account (i) all prior modifications and amendments resulting in an extension of the scheduled completion date, as well as the current request for such extensions and (ii) all prior modifications and amendments resulting in Additional Costs, as well as the current request. The thresholds for changes requiring Board approval described above in (a) above are currently in the Cook County Procurement Code and if such thresholds shall be amended by action of the Board, such new thresholds shall be deemed to apply to this Agreement from the effective date of such amendment.

- 4.1.6 Authorization to Issue Written Notices.** The Director of the Office of Capital Planning and Policy, or his authorized representative, is authorized to issue all written notices to the Consultant which the County may find necessary or appropriate in connection with this Agreement, except where otherwise provided.

4.2 ADDITIONAL RIGHTS OF COUNTY

- 4.2.1 Reduction of Professional Services.** The County reserves the right to reduce the scope of services set forth in this Agreement. In the event the County reduces the scope of services, the Consultant shall be entitled to compensation for services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with Articles 6 and 7. Except as provided in Exhibit B as Additional Services, the County may not unilaterally increase the scope of Services under this Agreement.
- 4.2.2 Project Suspension.** The County shall have the absolute right to suspend the Project. Where the County suspends the Project any work performed by the Consultant during such suspension period shall be at the Consultant's sole risk and the County shall not be responsible for any compensation or delay damages on account of such suspension period. The Consultant agrees to keep such Key Personnel available during all suspension periods which do not exceed ninety (90) days.
- 4.2.3 Termination for Convenience.** The County may terminate this Agreement, terminate a portion of the Consultant's services under this Agreement, or reduce the scope of the Project, the Consultant's services or both, at any time by notice in writing from the County to the Consultant. If the Agreement is terminated by the County (i) all services under this Agreement will cease except for the completion of any reports, analyses or other tasks previously begun as requested and approved by the Project Director in the notice of termination or thereafter in writing and (ii) the Consultant shall deliver to the County all finished or unfinished documents, data, studies and reports prepared by or on behalf of the Consultant under this Agreement within 10 days after the date the notice of termination is considered to be delivered or from the effective date of the

termination given in the notice, and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the Consultant shall be full settlement for services actually and satisfactorily rendered under this Agreement and Consultant's sole remedy. If the County terminates a portion of the Consultant's services under this Agreement or reduces the scope of the Project or the Consultant's services, the County and Consultant will negotiate in good faith a reduction in the Consultant's compensation to reflect the value of the services performed and to be performed. No amount of compensation, however, is permitted for anticipated profits or on unperformed services. The Consultant will include in its contracts with its subcontractors a provision in form and substance equivalent to this termination provision to prevent claims against the County arising from termination of subcontracts in the event of a termination for convenience. The Consultant waives any claims against the County resulting from any subcontractor's claims due to termination for convenience. If the County's election to terminate this Agreement for default under Section 10.2.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be termination for convenience under this Section 4. 2.3.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

The Consultant agrees to pay and reimburse and defend, indemnify, keep and hold harmless the County, its commissioners, officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and experts' fees and expenses at trial and on appeal and litigation expenses, arising out of or connected with: (a) the Consultant's negligent performance or nonperformance of this Agreement; (b) any negligent or intentional misstatement contained in any representation made by the Consultant in or pursuant to this Agreement; (c) any breach of any warranty made by the Consultant in this Agreement or in any documents or certifications required by this Agreement; or (d) any negligent errors, omissions or acts of the Consultant, its subcontractors, agents or employees ("Losses"). The Consultant expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit its responsibilities or liabilities or serve as a limit in recovery under this Section 5.1. The provisions of this Section 5.1 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable. The provisions of this Section 5.1 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable. At the option of the County, the Consultant will defend all suits related to Losses and which involve the County and will pay the expenses and costs incidental to them, but the County has the right, at its option, to participate at its cost in defense of any suit, without relieving the Consultant of any of its obligations under this Agreement. Any settlement will be made only with the prior written consent of the County, if the settlement requires any action on the part of the County. To the extent permissible by law, the Consultant waives any limits to its obligations to defend, indemnify, hold harmless or contribute any sums due under any Losses, including any claims by any employee of the Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decisions (such as *Kotecki v. Cyclops Welding Corporation*,

146 Ill.2d 155 (1991)). The County, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision. The indemnities in this Section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Consultant's performance of services under this Agreement beyond the term of this Agreement.

5.2 INSURANCE REQUIREMENTS

The Consultant shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure the Consultant against claims and liabilities which could arise in connection with this Agreement. The forms of coverage, limits of liability, deductibles or self-insured portions, insurance provider and premium for such insurance coverage is subject to the County's prior review and approval. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County. The insurance coverage required is as follows:

- 5.2.1 **Worker's Compensation Insurance** covering any and all claims which may arise because of the Worker's Compensation and Occupational Disease Acts of the State of Illinois. The employer's liability section of the Worker's Compensation policy shall have a limit of not less than \$500,000.00 each Accident, \$500,000.00 each Employee, \$500,000.00 policy limit for disease and Broad form all states coverage.
- 5.2.2 **Commercial General Liability Insurance** protecting against public liability claims which may arise in the course of performance of this Agreement with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall include, without limitation, the following coverages: (a) all premises and operations; (b) Contractual Liability; (c) Products/Completed Operations; (d) Property Damage Liability.
- 5.2.3 **Commercial Automobile Liability Insurance**, including employers non-ownership and hired car coverage, protecting against automobile claims whether on or off the County's premises with bodily injury limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000 per occurrence. The uninsured motorists insurance shall be in accordance with Illinois requirements.
- 5.2.4 **Valuable Papers Insurance** in an amount not less than \$500,000 to cover any loss occasioned by fire, theft or any other cause.
- 5.2.5 **Umbrella Excess Liability Insurance** with limits of not less than \$3,000,000.00 for each occurrence for all liability and \$3,000,000.00 in the aggregate per policy year.

5.3 WAIVER OF CLAIMS

The County and the Consultant waive all rights against each other and against the other's contractors and subcontractors, consultants, partners, agents or employees for damages caused by fire or other perils to the extent that such damages are covered by property insurance. To the extent that the County self-insures, all loss or damage from risks for which the County self-insures shall be deemed "insured" claims for purposes of the waiver of claims set forth in this Section 5.3. The Consultant will include in its contract with any sub-consultant on the Project a clause in which such sub-consultant similarly waives such rights and claims against the County, its other consultants, agents and employees.

5.4 ADDITIONAL INSURED

The Consultant shall cause the County, its commissioners, officials and employees to be listed as additional insureds on its Commercial General Liability Insurance, Commercial Automobile Liability

Insurance policies and Umbrella Excess Liability policies. As an additional insured, the County reserves the right to notify the Consultant's insurance carrier of any claims the County may have against the Consultant.

5.5 EVIDENCE OF INSURANCE

Consultant must submit evidence of insurance in a form acceptable to the County prior to the Effective Date. The Consultant shall furnish to the Chief Procurement Officer and to the County's Director of Risk Management certificates of insurance, and upon the County's request, full copies of all Insurance Policies evidencing coverage as stated above issued by an insurance company authorized to do business under the laws of the State of Illinois, accepted by the County and shall have a financial rating no lower than VII and a policy holder's service rating no lower than (A-) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Such policies shall provide that no cancellation or modification of the policies shall occur without at least sixty (60) calendar days prior written notice given to the County. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above. In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements. The County shall have the right to modify, delete, alter or change these insurance requirements.

5.6 NO WORK WITHOUT INSURANCE

The County will not allow the Consultant to commence, and the Consultant shall not commence any work under this Agreement, until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer and the Cook County Director of Risk Management. Thereafter, the Consultant shall, not less than 60 days prior to the expiration of each and any policy of insurance required hereunder or in the case Consultant replaces its insurance with another policy or another carrier, deliver to the Chief Procurement Officer evidence satisfactory to the Chief Procurement Officer of the renewal or replacement of such expiring policy. The renewal or replacement policy shall comply with the provisions of this Article 5.

5.7 ERRORS AND OMISSIONS LIABILITY INSURANCE

The Consultant shall maintain Professional Errors and Omissions Liability Insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, with a deductible of no more than \$100,000 per negligent act, error or omission and in the aggregate. The deductible shall be the responsibility of the Consultant. Such insurance will be provided on a claims made basis and shall be kept in force for a period not less than three years beyond Final Completion of the entire Project. To the extent available, such insurance shall be retroactive to the date that the Consultant commences services pursuant to this Agreement.

5.8 MAINTENANCE OF INSURANCE REQUIREMENTS

The Consultant shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this Agreement and shall at all times satisfy the requirements of the insurance companies issuing them.

ARTICLE 6

BASIS OF COMPENSATION

6 COMPENSATION FOR BASIC SERVICES

The County shall compensate the Consultant in accordance with its Fee Proposal, attached as Exhibit H, on the terms set forth below and in accordance with the payment procedures set forth in Article 7:

6.1 COMPENSATION FOR BASIC SERVICES

For the faithful and complete performance of the Consultant's Basic Services under this Agreement, as described in Article 2, compensation shall be based on a not to exceed amount of Eight Million Two Hundred Forty-Four Thousand Two Hundred Sixty-Five Dollars (\$8,244,265.00). Progress payments for Basic Services shall be submitted no more frequently than monthly, and in accordance with the Cost Loaded Schedule to completion in accordance with the Cost Loaded Schedule. The Fee Proposal attached as Exhibit H includes unit cost pricing for purpose of adding or deleting facilities from the Scope of Services.

6.2 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services as described in Article 3 shall be either on the basis of a lump sum fee or an hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services shall be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services shall be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which shall not exceed the sum of Nine Hundred Thousand Dollars (\$900,000.00) for Additional Services for this Agreement. No funds from this budgetary category shall be expended or authorized without the advance written authorization of the County. Regardless of whether Additional Services are rendered, the County shall have no obligation to pay for Additional Services unless the same have been specifically set forth in a writing prepared by the Consultant and approved in writing by the County.

6.3 COMPENSATION FOR REIMBURSABLE EXPENSES

The Consultant's budget for Reimbursable Expenses shall not exceed Seven Hundred Thousand (\$700,000) for expenses falling within the following categories: (a) document printing and distribution (but only to the extent such printing and distribution exceeds the copies of submissions/deliverables included in Basic Services pursuant to Sections 2.1, Exhibit B, or elsewhere in this Agreement); (b) out of town travel expenses to and from the Project site, for Consultant's team members not based in the Cook County area, who are identified in writing and approved by the Project Director; (c) overnight delivery and messenger services directly related to the Project; (d) expense of renderings, models and mock-ups requested by the County; (e) reasonable local transportation expenses directly related to the Project, including actual mileage (at County approved rates), parking and taxi fare. Long distance phone calls and faxes, clerical and secretarial services, in house copying, and similar in-house expenses, are not considered Reimbursable Expenses, but instead are to be paid for by Consultant as part of Basic Services. Local hotel stays and meals for personnel based in the Cook County metropolitan area shall not be Reimbursable Expenses unless deemed necessary to the Project and approved by the Project Director. The Consultant shall submit receipts and any other documentation reasonably requested by the County to support all invoices for Reimbursable Expenses. Reimbursable Expenses are subject to audit by the County at least annually and within ninety (90) days of the date of Final Completion for the Project. The

County's advance written approval shall be required if Consultant seeks reimbursement of any other costs or expense not described in this Section 6.3 that Consultant views as necessary to perform the Services. If purchase of any equipment, hardware or similar personal property is approved as a Reimbursable Expense, then such items shall become property of Cook County at the completion of the Project unless otherwise agreed by the Oversight Committee.

ARTICLE 7

PAYMENTS TO THE CONSULTANT

7 PAYMENT PROCEDURES

7.1 PAYMENTS FOR BASIC SERVICES

Payments for Basic Services shall be made monthly and shall be based upon the Cost Loaded Schedule. Payments for Additional Services and Reimbursable Expenses shall be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred. No late payment interest or penalties shall accrue for any payment due (including any and all payments made on disputed claims) pursuant to the terms of this Agreement.

7.2 INVOICING

For each payment hereunder, the Consultant shall submit the following documentation to the Project Director. All documentation shall be provided in the County's standard format or such format as is requested by the Project Director. The County may at any time modify invoicing requirements or request additional information. Separate invoices shall be submitted for Basic Services, Additional Services and Reimbursable Expenses.

- 7.2.1 **Form 29A.** Invoices shall be submitted in triplicate for each payment, using County Invoice Form 29A. Invoices will include an itemization of the services provided during the period covered by such payment in accordance with the Cost Loaded Schedule.
- 7.2.2 **Certification of Sub-Consultants to be Paid.** Consultant shall submit a list of the sub-consultants providing services during the period covered by such payment, and the amounts billed by and to be paid to such sub-consultants. Such list shall be certified by the senior financial officer of the Consultant as true, correct and complete.
- 7.2.3 **Lien Waivers.** Consultant shall submit lien waivers executed by each sub-consultant indicating that such sub-consultant has received payment from the Consultant for the services invoiced in the previous payment and waiving liens for the work performed in such payment period.
- 7.2.4 **Cook County Code, Chapter 34, Sec. 34-310.** Pursuant to the Cook County Code, Consultant shall be required to submit itemized records as a condition of payment, indicating the dates or time period during which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, Consultant shall be required to submit documentation of the types and amounts of expenses when submitting invoices for Reimbursable Expenses, as a condition of payment.

7.3 RECORDS OF EXPENSES

The Consultant shall keep and maintain records of all of its Project-related expenses including, but not limited to, time sheets, payroll records, expense journals and billings from Consultant's contractors, subcontractors, agents and consultants, for a period of not less than four years following the date of Final

Completion of the Project. Consultant shall require its sub-consultants to keep similar records. Upon ten (10) days written notice from the County, the Consultant shall make these records available to the County for audit, inspection and copying. The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractors agrees that the Cook County auditor or any of its duly authorized representatives shall, until expiration of four (4) 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 Subcontractors involving transactions relating to the subcontract, or to such Subcontractors' compliance with any term, condition or provision thereunder or under the Agreement.

7.4 RIGHT TO AUDIT; LIMITATION ON WAIVER OF DISPUTE

Payment by the County shall not be a waiver of the County's right to audit, inspect and copy the Consultant's records, nor shall the County's payment or the Consultant's acceptance of payment waive any disputes between the County and the Consultant, including, without limitation, any disputes as to the correctness of the Consultant's invoices, the amount due to the Consultant, or the services rendered by the Consultant under this Agreement. The Consultant's compensation shall be subject to final audit and adjustment by the County. In the event the Consultant receives payment under the Agreement, 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.

7.5 WITHHOLDING

The charges, wages and salaries of the Consultant and the Subcontractors, agents and employees performing work under this Agreement hired, retained or engaged by the Consultant will be paid by the Consultant in accordance with its contract or applicable law without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by applicable regulations or contract. If there is any underpayment of such charges, wages or salaries by the Consultant, and if the County determines after consulting with the Consultant that such underpayment was erroneous or without good cause, the County may withhold the amount of any underpayment from funds otherwise due or owing to the Consultant under the terms of this Agreement, for direct disbursement by the County to any underpaid Subcontractors, agents or employees for and on account of the Consultant, and such disbursements will be a credit against any sums due or owing to the Consultant under the terms of this Agreement. Whenever any such funds are withheld by the County, the Consultant will be entitled to have that decision reviewed pursuant to the provisions of Section 10.1.1.

7.6 FUNDING

Payments under this Agreement will not exceed the "not to exceed" dollar amounts shown in Section 6 without a written amendment or change order, as permitted by the County Procurement Code.

ARTICLE 8

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.1 NON-DISCRIMINATION

The Consultant in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor shall the Consultant otherwise commit

an unfair employment practice. The Consultant further agrees that this Section will be incorporated in all contracts entered into with suppliers of labor, materials, equipment or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement. The Consultant will further comply with all applicable federal and State of Illinois statutes and regulations regarding unlawful employment practices, civil rights and human rights.

8.2 COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993); COOK COUNTY CODE, CHAPTER 42, SECTION 42-30, *et seq.*

No person who is a party to a contract with the County will 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. The Consultant is to certify its compliance with these policies and its agreement to abide by such policies as a part of its contractual obligations.

8.3 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY CODE, CHAPTER 34, Section 34-260 *et seq.*

8.3.1 Policy and Goals. It is the policy of the County to prevent discrimination in the award of, or participation in, County contracts and to eliminate arbitrary barriers for participation as both prime and sub-consultants in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the County Board of Commissioners has adopted by ordinance (the "MBE/WBE Ordinance") Minority- and Women-Owned Business Enterprise provisions as part of the Cook County Procurement Code which establish a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBE and WBE firms. The MBE/WBE Ordinance is found in the Cook County Code, Chapter 34, Sections 34-260 through 284.

8.3.1.1 Options for Meeting Goals. The Consultant may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBE or WBE firms; by subcontracting a portion of the work to one or more MBE or WBE firms; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBE or WBE firms in other aspects of the CMA's business; or by a combination of the foregoing.

8.3.1.2 Failure to Carry Out Goals a Breach. A Consultant's failure to carry out its MBE/WBE commitments, as established in its Proposal, in the course of a Consultant's performance shall constitute a material breach of the Agreement, and if such breach is not appropriately cured, may result in the termination of the Agreement or such other remedy authorized by the MBE/WBE Ordinance as the County deems appropriate.

8.3.2 Required Submittals. To be considered responsive to the requirements of the Ordinance, the Consultant has submitted the documentation required to be submitted with proposals as described in Sections 8.3.3, 8.3.4 and 8.3.5 below. All such documentation will be reviewed by the Contract Compliance Administrator of the County.

8.3.3 Affirmative Action Plan. The Consultant will submit with its proposal a copy of its current internal affirmative action plan. If the Consultant has no internal affirmative action plan, the Consultant will submit a statement stating why the Consultant has no such plan. In lieu of an internal affirmative action plan, the Consultant may submit a copy of its current Letter of

Compliance for the United States Department of Labor, Office of Federal Contract Compliance Projects.

- 8.3.4 The Consultant's MBE/WBE Efforts Documentation.** The Consultant will submit with its proposal, supporting documentation which evidences efforts the Consultant has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.
- 8.3.5 The Consultant's Statement; Use of MBE/WBE Efforts Professionals.** The Consultant will submit with its proposal, a statement which discloses how the Consultant intends to maximize the use of its MBE/WBE professionals in the course of performing the Agreement.
- 8.3.6 Non-Compliance.** The Consultant will remain in compliance with the submittals provided pursuant to the above requirements throughout the term of the Agreement. If the County determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Consultant of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.
- 8.3.7 Reporting/Record-Keeping Requirements.** The Consultant shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, Consultant is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.
- 8.3.8 Equal Employment Opportunity.** Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to Consultant's and its Subcontractors' obligations.

ARTICLE 9

REPRESENTATIONS, WARRANTIES AND COVENANTS

9 REPRESENTATIONS AND WARRANTIES AND COVENANTS

9.1 CONSULTANT'S REPRESENTATION OF AUTHORITY

The Consultant represents and warrants that the Consultant is authorized to do business in the State of Illinois and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the services required hereunder. The Consultant hereby represents and warrants that the person executing this Agreement on behalf of the Consultant is duly authorized to do so and has submitted documentation evidencing such authority, and this Agreement is a legal, valid and binding obligation of the Consultant, enforceable against the Consultant in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.

9.2 FINANCIAL CAPACITY

The Consultant represents and warrants that the Consultant is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder based on timely payments by the County and will promptly give to the County written notice of any material adverse change in the financial condition of the Consultant.

9.3 JOINT AND SEVERAL LIABILITIES

Notwithstanding anything to the contrary contained in this Agreement, if the entity which is the Consultant hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the Consultant under the terms of this Agreement is a covenant, agreement, indemnity and obligation undertaken by each partner or joint venture partner, as the case may be, in the entity which is the Consultant

(collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of Consultant will be performed and observed by any one of the Joint Venture Partners regardless of the performance or non-performance of such covenants, agreements, indemnities or obligations by any of the other Joint Venture Partners.

9.4 ABILITY TO PERFORM.

The Consultant represents and warrants that the Consultant is able to furnish the professional services, and any materials, supplies, equipment and labor required to complete the Basic Services required hereunder and perform all of its obligations and has sufficient experience and competence to do so. All personnel providing services on the Project will be qualified by training, licensing, and experience to perform their assigned tasks.

9.5 FAMILIARITY WITH PROJECT

The Consultant represents and warrants that the Consultant is familiar with the requirements of the Project and this Agreement, and has carefully examined the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own assessment 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 the 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; and the Consultant or its Subcontractors are experienced in the areas of planning, real estate consulting, designing, and performing architecture and engineering services, and will employ the services of others experienced in the areas of planning, designing, and performing architecture and engineering, and other services required of the Consultant under this Agreement. The Consultant has the necessary skill, financial resources and personnel to successfully complete its services under this Agreement.

9.6 ADEQUATE REVIEW

The Consultant represents and warrants that the Consultant was given ample opportunity and time and was hereby requested by the County to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. The Consultant did so review these documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, the 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.

9.7 NO CRIMINAL PROCEEDINGS

The Consultant has not received notice, or has no reasonable basis for believing, that it or any of its officers are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of anti-trust violations; business fraud; discrimination due to race, creed, color, handicap, gender, marital status, age, national origin, religious affiliation; or failure to fulfill any obligation required by law or contract pertaining to affirmative action. The Consultant will secure the same representation and warranty from its Subcontractors and agents performing the Consultant's obligations under this Agreement.

9.8 TRUE AND CORRECT STATEMENTS

The statements of the Consultant contained herein and any and all documents submitted by or on behalf of the Consultant pursuant to this Agreement are and will be true and correct in all material respects, and neither this Agreement nor any of such documents omits or will omit any material fact necessary to make the statements of the Consultant contained herein or therein, when delivered to the County, in light of the

circumstances under which they were made, not misleading. The Consultant will provide prompt notice to the County whenever any representation or warranty herein ceases to be true or correct.

9.9 NO AUDITING SERVICES

The Consultant represents and certifies that neither it nor any of its "Affiliates" has any agreement or contract with the County regarding Auditing Services for or with the County. The Consultant will not consent to a subcontract with Subcontractors which Subcontractors or any of its "Affiliates" has an agreement or contract with the County regarding Auditing Services. The terms "Auditing Services" and "Affiliates" have the meanings set forth in Section 34-12 of the Cook County Code.

ARTICLE 10

DEFAULT AND DISPUTES

10 DISPUTES AND DEFAULT

10.1 DISPUTES

10.1.1 Presentation of Dispute. If the Consultant disputes any decision by the County, then the Consultant shall present such dispute to the Director of the Office of Capital Planning and Policy. If any disputes remain unresolved after twenty (20) days of such presentation, the Consultant may give written notice thereof to the County, requesting that the Chief Procurement Officer decide the dispute. The notice shall include a description of the dispute, specify the provisions of this Agreement relating to the dispute, and state whether the dispute was previously presented to the Director of the Office of Capital Planning and Policy. Upon request of the Chief Procurement Officer, the Director of the Office of Capital Planning and Policy shall submit to the Chief Procurement Officer a written response to the notice, and shall send a copy of the response to the Consultant. The Chief Procurement Officer's decision on the dispute shall be rendered in writing, and shall be furnished to both the Director of the Office of Capital Planning and Policy and the Consultant. Dispute resolution as provided herein shall be a condition precedent to any other action by the Consultant at law or in equity.

10.1.2 Continuation of Services. Notwithstanding any dispute, the Consultant shall continue to discharge all of its obligations, duties and responsibilities under this Agreement as interpreted and directed by the Director of the Office of Capital Planning and Policy during the pendency of dispute resolution proceedings pursuant to this Section.

10.2 DEFAULT

10.2.1 Default by County. The County shall be in default hereunder if any material breach of this Agreement by the County occurs which is not cured by the County within ninety (90) days after written notice has been given by the Consultant to the County, setting forth the nature of such breach.

10.2.2 Default by Consultant. The Consultant shall be in default hereunder in the event of a material breach by the Consultant of any term or condition of this Agreement where the Consultant has failed to cure such breach within thirty (30) days after written notice is given to the Consultant by the County, setting forth the nature of such breach. Notwithstanding the foregoing, if the nature of such breach is such that it cannot be cured or corrected within said thirty (30) day period, Consultant shall have any additional period reasonably necessary to cure or correct such breach, as long as Consultant has commenced to cure or correct such breach within such thirty (30) day period and does, in fact, cure or correct such breach as

soon as reasonably practicable, provided, however, that such additional period for cure shall not exceed ninety (90) days.

10.3 REMEDIES

10.3.1 County's Remedies. Following notice of a material breach, non-compliance or default to the Consultant and the expiration of the cure period described in Section 10.2.2 hereof without a cure, the County shall have the following rights and remedies.

10.3.2 Right to Withhold Payments. Except in the case and to the extent provided in Section 10.1.2, when the County elects to continue using Consultant's services, County shall have the right to withhold payments owed to the Consultant until such time as the Consultant has cured the breach or noncompliance which is the subject matter of the notice.

10.3.3 Right to Terminate. If the Consultant fails to remedy a material breach during the thirty (30) day cure period pursuant to Section 10.2 or the extended cure period when applicable, the Consultant shall be in default of this Agreement, and the County shall have the right to terminate this Agreement; provided, however, that the County shall give the Consultant five (5) days prior written notice of termination.

10.3.3.1 Non-Performance; Delays. The Consultant shall be liable to the County for reasonable expenses incurred by the County, including court costs, as the result of the Consultant's non-performance or delay in the performance of the service required by the terms of this Agreement, to the extent that such expenses are not caused by persons or events beyond the Consultant's control.

10.3.4 All Remedies Available. In addition to termination of this Agreement, the County shall have the right to pursue all remedies in law or equity, including, but not limited to, actions for damages and rights of set off.

10.3.5 Consultant's Remedies. If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to Section 10.2.1, the Consultant shall have the right to terminate this Agreement; provided, however, that the Consultant shall give the County thirty (30) days prior written notice of termination. In the event of termination the County shall have the right to continue using the Consultant's services in full for a reasonable period of time until County shall have replaced such services. The Consultant will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of this Agreement shall remain in full force and effect, including the payment obligation of the County to the Consultant.

10.3.5.1 Compensation for Services Completed. All compensation due the Consultant will be calculated based upon the terms of Article 6 to the date of termination and shall be paid to the Consultant except where the County may have a claim or dispute with regard to such payment.

10.3.5.2 All Remedies Available. The Consultant shall have the right to pursue all remedies available in law or equity. In all cases the Consultant's damages shall be those provable damages not to exceed the value of this Agreement as awarded by the County's Board of Commissioners, less the expenses saved in not having to perform this Agreement. This notwithstanding, due to the critical nature of this Agreement, the Consultant shall not unilaterally disrupt the operation or unilaterally repossess any component thereof.

10.3.6 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither Consultant nor the County shall be liable for failing to fulfill any obligation under this Agreement to the extent 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, severe weather, earthquakes, floods, epidemics, or riots.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11 MISCELLANEOUS PROVISIONS

11.1 GENERAL NOTICE

All notices required pursuant to this Agreement 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 personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

OFFICE OF THE CHIEF PROCUREMENT OFFICER

County of Cook
118 North Clark Street, Room 1018
Chicago, Illinois 60602

COOK COUNTY REAL ESTATE MANAGEMENT DIVISION

Attn: Director
69 West Washington Street, 30th Floor
Chicago, Illinois 60602

TO THE CONSULTANT:

U.S. EQUITIES REALTY LLC
Robert A. Wislow
20 N. Michigan Ave, Chicago, IL 60602

Changes in these addresses will 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.

11.2 AUDIT; EXAMINATION OF RECORDS

In addition to the requirements set forth in Article 7, regarding audit of expense and payment records, Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, for no less than three (3) years after final payment under this Agreement, have access and the right to examine and copy any books, documents, papers, canceled checks, bank statements, invoices, and records, including electronic records, related to this Agreement or to Consultant's performance of this Agreement. The Consultant shall be responsible for maintaining records sufficient to document the costs of performance under this Agreement. The Consultant shall include in all of its subcontracts under this Agreement a provision to the effect that the subcontractor agrees that the subcontractor will be subject to the same requirements as the Consultant pursuant to this Section. If the Consultant receives payment under this Agreement which is later disallowed pursuant to audit, 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.

11.3 GOVERNING LAW AND VENUE

This Agreement 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, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, the State of Illinois, and the Consultant consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. The Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County in accordance with these provisions.

11.4 WAIVER

No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

11.5 HEADINGS

The headings of articles and Sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

11.6 ENTIRE AGREEMENT

The Agreement includes the Agreement and the following exhibits and attachments incorporated herein by this reference: Exhibit A, Board Authorization Letter; Exhibit B, Description of Project and Scope of Work; Exhibit C, Key Personnel; Exhibit D, Subcontractors; Exhibit E, Project Schedule; Exhibit F, Special Provisions of the Contract; Exhibit G, Cost Loaded Schedule; Exhibit H, Fee Proposal; Exhibit I, Insurance Certificates; Economic Disclosure Statement, including Certifications and Execution Forms. It is expressly agreed that the provisions set forth in this Agreement, together with all attachments hereto, constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

11.7 SEVERABILITY

The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of this Agreement shall be deemed severable and the remainder of this Agreement shall survive.

11.8 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Consultant and its employees, agents and subcontractors are independent contractors and not employees of the County. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship of principal and agent, or of partnership, or of joint venturers, or any relationship between the parties other than that of independent contractor. The rights and duties contained herein shall not inure to the benefit of any third party, except as specifically provided herein.

11.9 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Consultant shall not assign this Agreement or any part of this Agreement without the express written approval of the Chief Procurement Officer. No such approval shall relieve the Consultant from its obligations or modify in any way the terms of the Agreement. The Consultant shall not transfer or assign any contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized assignment of this Agreement, 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.

11.10 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts, as well as contractors, subcontractors, licensees, grantees or persons or businesses having a County contract, grant, license or certification of eligibility for County contracts, are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Sec. 2-281, *et seq.*, of the County Code of Ordinances). Failure to cooperate as required may result in monetary and other penalties.

11.11 SURVIVAL

All the covenants, indemnities, representations and warranties of the Consultant and the County, respectively, contained in this Agreement shall survive the consummation or termination of this Agreement.

11.12 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS

Execution of this Agreement shall be made by executing the Economic Disclosure Statement, including certifications and execution forms, attached to this Agreement and, by this reference, incorporated into and made a part of this Agreement.

11.13 TAX AND FEE DELINQUENCY; COOK COUNTY CODE, CHAPTER 34, SECTION 34-130.

The County is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the County. The Consultant hereby agrees that it is subject to the provisions of this Section.

11.14 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.

11.15 NO THIRD PARTY BENEFICIARIES; NON-LIABILITY OF PUBLIC OFFICIALS

The rights and duties contained herein will not inure to the benefit of any third party, except as specifically provided herein. The Consultant and any assignee or Subcontractors of the Consultant will 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.

11.16 RULES OF INTERPRETATION

The following rules of interpretation shall apply to this Agreement.

- 11.16.1** The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- 11.16.2** 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.
- 11.16.3** Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- 11.16.4** Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- 11.16.5** 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.
- 11.16.6** All references to a number of days mean calendar days, unless expressly indicated otherwise.

CONTINUE TO EXHIBITS

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

EXHIBIT A

BOARD AUTHORIZATION LETTER

[To be attached upon approval by the Board of Commissioners of Cook County.]

BUREAU OF ECONOMIC DEVELOPMENT
REAL ESTATE MANAGEMENT DIVISION

CONTRACT

ITEM #39

APPROVED

Commissioner Suffredin voted "present".

Transmitting a Communication, dated April 10, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division
and

JOHN COOKE, Director, Office of Capital Planning and Policy

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with U. S. Equities Realty, Chicago, Illinois, for the Real Estate Asset Strategic Realignment Plan Project. This contract provides for professional services for a comprehensive plan for efficient space use and long-range capital improvements for all real estate owned by Cook County. U.S. Equities Realty was selected through a Request for Proposals process. Cost savings for this procurement are estimated at \$155,735.00.

Reason: The purpose of this Contract is to provide the County with a Real Estate Asset Strategic Realignment Plan that will include a plan for efficient use of the County's real estate assets, and a long-range capital improvement plan. This project combines three assessment projects approved in the 2012 Capital Improvement Plan: 1. Corporate Space Utilization and Facility Condition Assessment; 2. Court System and Corrections Space Utilization and Facility Condition Assessment; and 3. Health and Hospitals System Space Utilization and Facility Condition Assessment. These items were approved by the Board November 18, 2011. The goals and objectives of the Plan include: strategic planning for the use of County real estate assets; developing strategies and procedures for the control, management and allocation of real estate assets; developing data to increase accountability for real estate uses and enable cost savings; prioritizing capital improvements by completing a facilities condition inventory and assessment; and developing a plan to reduce real estate portfolio and costs by disposing of excess real estate through sales, leases or other appropriate arrangements.

This is a joint project undertaken by the Real Estate Management Division and the Office of Capital Planning and Policy.

Estimated Fiscal Impact: \$9,844,265.00.

20000 County Physical Plant.

Contract Term: Two (2) years, commencing on May 1, 2012 and ending April 30, 2014.

This item has been submitted to the Finance Committee for the Health and Hospitals System for approval at its April 20, 2012 Finance Meeting, and the CCHHS Board meeting at its on April 27, 2012.

The Purchasing Agent concurs.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

Vendor has met the Minority and Women Business Enterprise Ordinance.

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

EXHIBIT B

DESCRIPTION OF PROJECT AND SCOPE OF WORK

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN
EXHIBIT B
SCOPE OF SERVICES

1. GENERAL

This is the Scope of Services for the Cook County Real Estate Asset Strategic Realignment Plan (the "Project." Additional description of the manner in which the Consultant intends to perform the Project is included in the Consultant's Implementation Plan, attached as Exhibit B-3. The Implementation Plan is not intended to supersede the Scope, but is intended to detail the manner in which the Consultant intends to perform the Scope. If a task is set forth in this Scope or in the Agreement, the absence of such task from the Implementation Plan does not indicate that such task is excluded from the Scope. If the Implementation Plan conflicts with this Scope, then at the option of the Project Director, this Scope shall control. However, references in the Implementation Plan to the "Preliminary Plan" are superseded by the description of Preliminary Recommendations at Section 2.8.8 in this Scope.

2. SCOPE OF SERVICES

2.1 Purpose

The purpose of this project is to provide the County with a Real Estate Asset Strategic Realignment Plan (the "Project"). The goals and objectives of this Project include the following:

- Develop a strategic plan for use of Cook County real estate assets
- Improve efficiency in the use of real estate assets, as appropriate to enhance operational efficiency
- Develop standards, strategies and procedures for the control and allocation of real estate assets, together with several unique but reliable data bases and supporting documentation to enable the County to manage its real estate assets on an on-going basis
- Reduce the cost of occupying real estate assets
- Perform a complete facilities condition inventory and assessment
- Develop a long-range capital plan for improvements identified as necessary for strategic assets
- Develop a plan to reduce real estate portfolio and costs by disposing of excess real estate through sales, leases or other appropriate arrangements in a market-sensitive time frame and in a manner that appropriately protects the public interest.

2.2 Portfolios

A basic inventory of County facilities is attached to this Contract as Exhibit B-1 (the "County Facilities"). The inventory is divided into four groups, or portfolios. Three of these portfolios represent the three major categories of County functions: Health and Hospitals System, Courts and Corrections, and Corporate. The fourth group constitutes vacant and excess parcels, left undeveloped after construction of the expressway system. These portfolios have been used to organize the County's assets, and this Project, into budget categories. Notwithstanding the grouping of facilities into portfolios, many facilities are used for multiple purposes. For example, some buildings are used for purposes that would constitute "Corporate" uses as well as "Court and Corrections" purposes. The required space inventory will identify the specific using department or agency and the specific use for every space in every facility. It should also

be noted that the Vacant Parcels listing has not been confirmed and may include parcels containing County Facilities which will be identified and excluded as part of this Project.

2.3 Phases

The Consultant's fee proposal is based upon a work plan in which all portfolios are assessed based upon the schedule, rather than a phased approach of one portfolio at a time. However, the Consultant also acknowledges that the County must preserve flexibility in terms of the timing of assessments due to the necessary cooperation with elected officials such as the Sheriff and appointed boards such as the CCHHS Board. In the event that the assessment of a portfolio is delayed beyond ninety days due to action or inaction by the County (other than any delay caused by the process of "badging" and security and other clearances for various facilities) and such delay causes additional cost to the Consultant, then additional compensation based upon such additional costs will be negotiated.

2.4 Detailed Information

Please note that all information provided by the County must be confirmed by the Consultant for accuracy and completeness. For certain of the County Facilities, additional detail is available regarding departmental usage and employees located at a facility. This detail is set forth on Exhibit B-2, last updated in October 2009. Consultant will confirm the accuracy of all existing information provided with this RFP or gathered from the County during the Project. Exhibit B-2 is not a complete listing of all County Facilities (for example, the Richard J. Daley Center is excluded) and has not been updated. Providing full employee counts for all County Facilities is part of this Project. Exhibit B-1, Sections 1, 2, and 3, is a listing of the County Facilities included in this Project. The Vacant Parcels are listed in Section 4, which must be confirmed by the Consultant. It may contain properties improved with County-utilized facilities, and it also may be incomplete. Part of this Project is the confirmation of the Vacant Parcels.

2.5 Required Tasks Summary

Required tasks include: a space utilization study; a facilities assessment and condition study; development of standards for space usage and allocations; identification, inventory and classification of County-owned parcels not currently utilized for County facilities or operations ("Vacant Parcels") and recommendations as to parcels which should be treated as excess; development of a disposition plan for excess parcels; and all other tasks necessary to accomplish the goals of the Project. The major tasks are described in the Detailed Scope set forth in Section 2.8 of this RFP. Consultant acknowledges that portions of the inspections and other work on site at County Facilities may need to be performed during off-hours, holiday or weekend hours, and such work will not result in additional fees or costs to the County.

2.6 Technology

All data will be provided in Excel or other editable format acceptable to the County, and allowing for ready uploading into any software package implemented by the County for the management and maintenance of real estate assets. All floor plans, stacking plans and other graphic of visual depictions shall be provided in editable electronic formats approved by the County.

2.7 Oversight Committee

Due to the broad scope of the Project, in addition to the point of contact described in Section 1.1.11 and Section 4.1.4 of the Contract, the County will establish an oversight committee (the

("Oversight Committee") to assist the Consultant in obtaining information and approvals as needed. Regular Project meetings shall include the Oversight Committee. The Oversight Committee consists of representatives from the Real Estate Management Division, the Office of Capital Planning and Policy, the Bureau of Administration, and Facilities Management. Other representatives may be added as needed.

2.8 Detailed Scope of Services

This Section 2.8 sets forth a more detailed description of the scope of services, but is not intended to be exclusive of other tasks and components necessary to achieve the goals of the Project. All the services described in this Section 2.8 constitute "Basic Services" as defined and discussed in the Contract. The Project requires the following major components: a space utilization inventory and assessment for all owned and leased County Facilities; a facilities condition inventory and assessment for all owned County Facilities; an inventory, classification and disposition plan for the Vacant Parcels; and the development of a comprehensive Real Estate Asset Strategic Realignment Plan. This Section 2.8 sets forth the specific tasks and deliverables included in this Project, at a minimum.

Certain clarifications were made as part of the proposal process leading to this Contract, and are hereby incorporated in this Scope of Services. Exhibit B-1 reflects the deletion of some County Facilities from the Scope. Some properties are included, but only for certain purposes, as detailed here:

- The Clerk of the Circuit Court Warehouse at 1120 E. 89th Street and the State's Attorney's Warehouse at 5410 W. Roosevelt, listed on Exhibit B-1, Section 2, will be terminated by the end of 2012, and therefore, the buildings and the leases are excluded from the Project, except that the records stored at those locations must be retained and are included in the Project for purposes of the Scope relating to records inventory, evaluation and recommendations.

2.8.1 Inventory of Current Space Use

Consultant will perform a complete inventory and analysis of current space use, itemizing each area and its use by departments and agencies, the square footage occupied by each department and agency, the number of employees accommodated in each space, the number of public visits, the days and hours of operation of the using department or agency, the days and hours of usage of each space (many County uses are 24 hours per day, 7 days per week), and a description of the functions performed. Any vacant areas or underutilized areas will be identified. Consultant will provide detailed stacking plans, floor plans and documentation of current uses as deliverables, as provided in Section 3.

Health and Hospitals Portfolio includes the three CCHHS hospital campuses, all existing and planned CCHHS primary care and Public Health clinic and public service locations, diagnostic and other special use locations, and all administrative space used by CCHHS. CCHHS is currently working with the City of Chicago to determine whether City and County clinic services can be consolidated in any locations. The Consultant will also be required to evaluate opportunities for such consolidation from a real estate use perspective.

Corporate Portfolio will address the facilities used for administrative purposes, storage and records, and the facilities used primarily by elected officials such as the Treasurer, Recorder, Assessor, Board of Review and County Clerk. The inventory of storage areas must include

identifying the using agency or department, with an associated square footage occupied, though not all storage areas are partitioned by user.

Courts and Corrections Portfolio includes the courthouses and detention facilities. With respect to this portfolio, many operational issues and decisions are under the control of other Elected Officials. The Sheriff is responsible for staffing and detention operations at the adult detention facilities, and the Chief Judge is responsible for court operations. However, the County is responsible for providing the space in which those functions operate. Therefore, the court and detention facilities are included in both the Facilities Condition Assessment and the Space Utilization Plan portions of this Project. Recommendations as to the manner in which these functions are operated should be included to the extent changes in operations would impact space utilization and real estate asset realignment, with the understanding that such changes cannot be mandated by the County. Many corporate and health functions also have locations in court facilities, which must be inventoried and analyzed as part of this portfolio.

Vacant Parcels: Exhibit B-1, at Section 4, Vacant Parcels, lists parcels exempted to the County, other than parcels identified by County staff as occupying the roadway. This review was preliminary and must be confirmed by the Consultant. Phase 4 requires the Consultant to perform a survey and analysis of all the parcels listed in Exhibit B-1, Section 4, Vacant Parcels, and any other parcels identified as County-owned throughout the Project, categorizing them as County Facilities, roadway use, or excess; develop a complete analysis of the excess parcels, categorizing them as to marketability; and develop procedures for disposition of such parcels in a manner that is open, fair, cost-effective and beneficial to the public. Parcels immediately adjoining the expressways are typically under the jurisdiction of the Illinois Department of Transportation, and cannot be disposed of without specific authority from that agency, as well as the Cook County Highway Department in each instance; therefore, disposition plans should provide for this process.

2.8.2 Survey Users

Consultant will develop and administer a survey of user groups at each County Facility to evaluate current and future space needs, determine users' views as to appropriate space and location, and determine other user issues that affect space allocation and utilization. Surveys should solicit information regarding space needs which could be used in common with others, such as conference areas and break rooms.

2.8.3 Assess Future Needs

Consultant will assess the County's future real estate needs in all portfolios and categories of use, planning for a period of five years. Consultant will validate all needs identified by users through Consultant's own investigations and benchmarking, applying industry standards and its own expertise.

2.8.4 Analysis of Space Use

Consultant will analyze existing space use as inventoried and anticipated space needs for a five year period, assessing operational efficiencies, evaluating appropriate adjacencies and geographic locations for each using department, identifying inefficiencies and inappropriate uses. Consultant will also provide "benchmarking" and similar means of determining the appropriateness of space allocations as compared to other governmental bodies, or others performing similar functions. Consultant will apply all applicable existing space utilization requirements applicable to various County uses. For example, courtroom usage is governed by

the Illinois Supreme Court Courtroom Standards. Hospital uses are governed by the Illinois Department of Public Health and the Joint Commission on Accreditation.

Areas already identified as requiring specialized expertise or special attention are as follows:

- The Stroger Hospital Campus will require additional outreach to the Illinois Medical District, Rush University Medical Center and the University of Illinois Medical Center, and further study in order to provide a strategic plan. With regard to the Juvenile Temporary Detention Center, a detailed needs assessment for the operation of the juvenile detention function is required as part of this Project. Some professionals have argued that the large detention facility should be replaced with several smaller, geographically separated facilities. The Consultant will work with the County to address the advisability of this major operational change. A special committee will be established with representatives from the Chief Judge and other stakeholders to examine in detail the operation of this facility, and to make recommendations about the long-term planning for the temporary juvenile detention function. The Consultant will participate in and facilitate this committee. Consultant will also evaluate the operating cost of the facility as compared with smaller replacement facilities, and any costs resulting from the de-centralization of this function.
- Consultant will also analyze court use through comparisons with other jurisdictions in terms of space use, including the use of technology as appropriate, and utilizing comparable data based on caseloads and other appropriate measures of space use (“benchmarking”).
- Storage of files, equipment and inventory are major uses of both owned and leased space, and account for a large percentage of occupancy costs. The Consultant will analyze the County’s storage needs and include alternative storage and retrieval methods and approaches in the final recommendations. Storage needs and legal requirements vary greatly among the various elected officials and departments. Therefore, Consultant’s inventory and analysis must include detailed inventory and analysis of storage space, the type of storage needed, the legal requirements for such storage (as identified by the department or agency, and evidenced by an accepted “Application for Authority to Dispose of Local Records” or other applicable documentation), and the department’s existing long-range planning for storage, if any. Recommendations must include alternatives for records management and retrieval, as well as options for inventory of supplies and equipment.
- The Cook County Highway Department, the Sheriff’s Department and the Forest Preserve District operate various maintenance and storage garages and areas for trucks and other vehicles where varying levels of servicing, repair and storage occur. Several of these facilities are experiencing pressure to relocate due to changing neighborhoods. The Consultant is required to address possible consolidating and sharing of these facilities to lessen the costs of relocating and replicating the separate facilities.

2.8.5 Develop Cost Information

The Consultant will develop itemized costs for operating and occupying each facility studied, including capital, operating, and maintenance costs, utilizing information available to the County and generating cost estimates where information is not currently available. Consultant shall also

develop cost estimates for proposed relocations and the renovations necessary to implement the realignment plan. Consultant shall prepare discounted cash flow analysis of projected costs.

2.8.6 Best Practices

The Consultant shall develop performance benchmarks for the County's real estate assets based on industry best practices as to all types of uses, and an implementation plan and schedule to achieve these benchmarks. The Consultant will: evaluate current processes for allocating real estate assets and responding to space needs, and develop policies, procedures and standards to provide a framework for a centralized, portfolio approach to real estate assets; compare County costs to those of other entities (benchmarking); identify causes for differences; and analyze to develop recommendations for increased efficiency and decreased costs. Consultant shall also provide benchmarking and other assistance in developing method of allocating occupancy costs to using departments and agencies.

2.8.7 Facilities Assessment & Condition Study

The Consultant will inventory and evaluate all County Facilities as to unmet code requirements, ADA and other work necessary to make the space fully compliant with applicable laws, codes, regulations and ordinances, in order to assist the County in developing a long-range capital improvement plan. Tasks include but are not limited to the following. This assessment will be done in accordance with ASTM E2018 and Tier 2 ADA standards.

2.8.7.1 Facility and System Inventory

The Consultant will inventory all County facility systems and conduct condition assessments of all building structures, utilities, equipment and site systems, rating the functional conditions and provide comprehensive reports. The condition assessments will include but not be limited to exterior wall closure, foundations, superstructures, substructures, roof systems, partitions, doors, walls, floors, finishes, conveying systems, mechanical/plumbing systems, mechanical/HVAC systems, electrical service and distribution Systems, life safety systems, telecommunication systems, UPS systems, security systems and site work systems. The condition assessment survey will include at least the following tasks, and will result in a comprehensive inventory database of facility systems.

- i. Review available drawings, documents, and reports related to existing systems. The County will provide copies of all available documentation.
- ii. Provide and populate the eComet software system which has been proposed by Consultant and accepted by the County, and which will store the facility/infrastructure condition data and support budgeting for and management of capital assets, including ad hoc reporting capabilities. The application uses a relational database that is scalable.
- iii. Verify facility listing and locations and determine if facility listing is inclusive of all County facilities.
- iv. Conduct visual examination of County facility sites and interview of County personnel to develop a comprehensive inventory of all County facility systems.
- v. Group countywide system inventories into three (3) categories; Corporate Facilities, Public Safety Facilities and Health Care Facilities.
- vi. The inventory shall include but not limited to the following systems:
 - Foundations
 - Superstructures

- Substructures
- Exterior Envelope
- Roofs
- Interior Walls & Partitions/including Finishes
- Exterior and Interior Doors & Frames/including Finishes
- Floors/including Finishes
- Electrical High & Low Voltage/Service & Distribution
- UPS
- Security/Surveillance & Detection
- Telecommunication
- Fire & Life Safety/Protection & Detection
- Mechanical
- Plumbing
- Site works

2.8.7.2 Facility Condition Assessment

The inventoried systems are to be assessed utilizing visual inspection to generate individual system reports which include but not limited to dimensional and verbal descriptions, histories, existing condition rating, estimated life cycles, estimated values and estimated cost of replacement.

- a. Review available drawings, documents, and reports related to existing systems. The County will provide copies of all available documentation.
- b. Determine standards for system assessments.
- c. Prepare assessment schedule.
- d. Identify the extent and severity of the deferred maintenance liability.
- e. Develop correction methods and estimated costs for deficient conditions.
- f. Prioritize and schedule projects to efficiently and economically implement corrections of singular or multiple requirements.
- g. Identify the projected requirements needed to meet required facility renewal investments.
- h. Identify the building replacement costs using detailed cost models that are based on UNIFORMAT II standards
- i. Develop a Facility Condition Index (FCI) that will illustrate the relative condition of facilities and infrastructure countywide. The Index must be configurable to allow Cook County to adjust the criteria considered in the weighting process.

2.8.7.3 Analyze Data for Capital Improvement Planning Process

The data gathered will be analyzed to determine Cook County's capital renewal needs. The purpose of this analysis is to ascertain: (1) the present condition of the facilities and infrastructure; (2) whether the facilities and infrastructure functionally meet Cook County's needs; and (3) what future funding is required to maintain County facilities and infrastructure in a condition that will allow Cook County to continue to operate successfully. The condition assessment data shall be used to develop a Capital Improvement Program segmented into 5 year intervals.

- a. Analyze data and make recommendations for long and short-term capital program
- b. Interpret and present the resultant project data, identify and analyze available funding strategies, addressing the deferred maintenance liability with effective project planning, modifying and updating the facility condition database over time, and evaluating facilities' operations and maintenance practices.
- c. Issue approved capital program

2.8.8 Strategic Asset Realignment Plan: General and Preliminary Recommendations

Based on the Space Utilization Study, the Facility Assessment and Condition Study, and all the information gathered and investigations performed by the Consultant, the Consultant will develop a strategic plan for optimizing utilization of real estate assets, reducing costs of occupying real estate assets, and disposing of excess real estate. The Strategic Asset Realignment Plan will be in a written format satisfactory to the County, and shall, at a minimum, include the components set forth in Section 2.8, Detailed Scope of Services.

The Strategic Asset Re-alignment Plan (the "Plan") will be completed and delivered not later than April 15, 2013. Consultant acknowledges that an interim goal of this Project is to identify cost savings which may be achieved in the 2013 fiscal year. In order for the County to incorporate savings into the 2013 budget, such savings must be identified by August 15, 2012. Consultant will continually advise the Project Director of any opportunities for savings identified prior to August 15 ("Preliminary Recommendations"), and will provide a summary of all such identified savings, together with estimated costs or investments needed to achieve such savings, prior to August 15, 2012. In addition, interim Plans and reports may be required by the County in order for the County to gauge progress and estimate cost savings for future years. The Consultant agrees to provide interim Project Reports upon request, but not more frequently than monthly. The final Plan will be completed and delivered by April 15, 2013, so long as this Agreement is executed and delivered by June 1, 2012. Drafts of all Deliverables and any components of the Plan which are completed during the course of the Project shall be delivered in draft version at that time. For example, upon completion of the Corporate Portfolio, it is anticipated that space use standards will be provided at that time, for incorporation into the County's space allocation process. Any such components may be updated and shall be included in final form in the Plan.

2.8.9 Space Use Standards and Procedures

The Consultant will develop space use standards, policies and procedures for the assessment of space needs, processing of space requests and the fair and efficient allocation of space. Consultant will review the current process instituted by the Space Allocation Committee and recommend enhancements or modifications. Standards will incorporate findings of benchmarking for all uses. Standards will take into account the various functions of County agencies and elected officials, public convenience, cost savings and efficiency. Standards shall address issues including shared space, as in "hoteling" concepts of space use, sharing of conference rooms and other facilities. Standards must also address issues affecting employees reporting at more than one location, working in the field, or supervising offices at different locations, including duplication of office space, the feasibility of shared offices for supervisory staff, and similar concerns. Consultant will also recommend standard types and specifications for furniture and workstations as part of the development of space use standards.

2.8.10 Final Space Utilization and Consolidation Plan

The final Plan shall take into account both the space utilization and the facilities conditions assessment components of this Project. The Consultant will develop recommendations for appropriate space re-allocation, including consolidation of functions, relocations, expansions and reductions of space, redesign of functions, disposition of properties identified as excess, and a detailed plan, timeline and cost estimates for necessary improvements and relocations. The Consultant will identify what is necessary to adapt County facilities and infrastructure to meet the planned future requirements of the County, the requirements of today's standards and codes, and the needs of changing technology as it impacts space (i.e. facility adaptation). The final Plan shall constitute an action plan to achieve the goals of this Project over the following periods: a short term plan (actions that can be accomplished within one year), medium-term plan (one to five year recommendations) and long-range (five years to ten years). At the County's request as the draft plan is under development, the time frames may be adjusted based on budgetary and other issues.

2.8.11 Long Range Capital Improvement Plan

The Consultant shall develop a recommended long-range capital improvement plan to prioritize and address identified capital needs for strategic facilities, based on priorities developed in the Facility Condition Assessment process.

2.8.12 Sale and Leaseback Options

Consultant will develop and analyze options for potential sale-leaseback transactions and similar opportunities, and provide full analysis and recommendations as to any properties suitable for such options. Such analysis and recommendations will take into consideration long-range costs and planning, with a cost-benefit analysis over a 20-year period, at a minimum.

2.8.13 Disposition Plan

Develop a disposition plan for leasing, selling or holding temporarily assets identified as excess, taking into consideration market conditions, any necessary investments or expenses to prepare property for lease or sale, and community impacts of disposition, including any potential economic development benefits or public purposes. This plan shall include a comprehensive listing, categorization, and cost-effective disposition procedure for minor, low value excess parcels, such as the Vacant Parcels identified pursuant to Phase 4. The information and categorization shall be in a format which can be incorporated into the Cook County Geographical Information System as a "layer."

- (a) The Disposition Plan shall include valuations of any excess space in County Facilities that may be available for lease. Procedures shall also be recommended for updating value information.
- (b) The Disposition Plan shall include valuations of properties that are recommended for sale. These valuations shall be based upon market data, as developed by real estate professionals, but do not need to be based upon appraisals. Appraisals will be obtained, as necessary, by the County as part of its disposition process.
- (c) The Disposition Plan will include the Vacant Parcels, prioritized as to those which have the greatest potential to maximize revenue to the City in the shortest period of

time, with a recommendation as to sale procedures to minimize sale costs and maximize revenue, while offering the public a fair and open process to acquire such parcels.

2.8.14 Identify Cost Savings

Identify other methods of achieving savings, including potential partnerships, outsourcings and other strategies to reduce costs of occupancy.

2.8.15 Develop Training Program

Develop a training program consisting of documented training manuals and classroom and field training of designated Cook County personnel, including but not limited to Facility Management, Office of Capital Planning and Policy, Bureau of Administration and Real Estate personnel. The training programs will cover all software, systems, procedures and data tracking functions developed through the Project, and shall include at least the following:

2.8.15 (i) Training based on the criteria used for the initial facility assessments, which will prepare Facility Management personnel to perform ongoing annual assessment updates, and to utilize the eComet software to its capabilities.

2.8.15 (ii) Training for all staff in other aspects of the databases and procedures developed through the Project.

2.8.15 (iii) Develop and provide manuals for use and training for all software utilized or provided as part of the Project, including a training manual for conducting assessment of systems by Facilities Management personnel.

2.8.15 (iv) Conduct all necessary and required training including but not limited to classroom instruction and hands on field methods for all County personnel involved in the ongoing management of capital programs, real estate and facilities management.

2.9 Additional Services and Reimbursable Expenses

Additional Services may include surveys, valuation services and similar services requested by the County. As Additional Services, the County may elect any of the following: i) to purchase licensing and Data Hosting for the eComet system and other software specified in Exhibit B-3, for up to ten years after the expiration of the Agreement for the lump sum pricing set forth on Exhibit H; ii) if a "compiled" version of the software is available, to purchase such version at a negotiated price; or iii) after the end of the Project, to utilize or develop software other than that specified in the Consultant's Implementation Plan attached to this Scope as Exhibit B-3, in which event the Consultant will assist in the selection process and will purchase or license such software for the benefit of the County and as the County may request. The County has established a budget for Additional Services. Reimbursable Expenses are permitted only as provided in the Contract. Consultant should include a fee for reimbursable expense if it deems necessary.

2.10 Subcontracting or teaming

The Consultant has proposed a team comprised of one or more firms, and has identified each team member and specified its role. Any change in team members is subject to approval as set forth in the Agreement, with such approval being given by the Chief Procurement Officer, who reserves the right to accept or reject any of the team members if in the Chief Procurement Officer's sole opinion replacement of the team member, based on skills and knowledge, is in the best interest of the County, and also by the Contracts Compliance Administrator.

3. DELIVERABLES/PRESENTATIONS

Deliverables will include at least the following specific items. All deliverables will be delivered in draft version to the oversight committee, including the Project Director, with adequate time for review and comment prior to finalizing. Deliverables shall be provided in editable electronic versions in a software format acceptable to the County. Additional detail regarding deliverables is found in Section 2.1 of the Contract:

- Consultant will provide a summary report of any preliminary savings identified prior to August 15, 2012, with adequate detail to allow for projections of savings or revenue.
- Consultant will provide floor plans in an acceptable CAD format and in the applicable software systems for all users, areas occupied and other information gathered. Final floor plans must be submitted in an editable CAD electronic format.
- Consultant will provide stacking plans of each facility. Final versions must be in an editable electronic format.
- Results of the user survey, with copies of all submissions and data analysis of responses.
- Consultant will provide the Facility Conditions Inventory and Assessment in both hard copy format and in an electronic format approved by County.
- Consultant will provide interim reports of findings and recommendations from time to time. For example, an interim report may be required for each portfolio, with all recommendations later compiled into the final report described below.
- Consultant will provide a final report summarizing the results of the Project, including an executive summary. The final report shall also be provided in electronic format.

In addition to weekly Project meetings, Consultant may be required to present findings to internal staff from time to time at no additional cost. Please see Section 2.4 of the Agreement for specific requirements as to presentations and other meetings.

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN
EXHIBIT B
SCOPE OF SERVICES

EXHIBIT B-1
COUNTY FACILITIES INCLUDED IN PROJECT

EXHIBIT B-1 TO REASRP CONTRACT - SECTION 1
CORPORATE FACILITIES

FACILITY	ADDRESS	CITY	ZIP CODE	USE	DEPT/AGENCY	OWNED LEASED	ERECTED/ ACQUIRED	LEASE COMMENCE	LEASE EXPIRES	RENT (as of 2011)	BUILDING AREA (PSF)
CCHD Maintenance Fac. Dist. 1	2325 N. Meacham Rd.	Schaumburg	60173	Garage	CCHD	Owned					60,000
CCHD Maintenance Fac. Dist. 2	9801 Ballard Rd.	Des Plaines	60016	Garage	CCHD	Owned					13,000
CCHD Maintenance Fac. Dist. 3	901 W. 26th St.	LaGrange Park	60526	Garage	CCHD	Owned					53,341
CCHD Maintenance Fac. Dist. 4	8900 W. 135th St.	Orland Park	60462	Garage	CCHD	Owned					40,200
CCHD Maintenance Fac. Dist. 5	13600 S. Ashland Ave.	Riverdale	60827	Garage	CCHD	Owned					62,900
County Building	118 N. Clark St.	Chicago	60602	Public Services/Admin	Multiple	Owned	1906				591,632
George W. Dunne Administration Building	69 W. Washington St. Chicago, Illinois	Chicago	60602	Admin	Multiple	Owned	1964				720,979
Rob't J. Stein Institute of Forensic Medicine	2121 W. Harrison St.	Chicago	60612- 3705	Medical	Bureau of Administration	Owned	1982				82,671
Rockwell Warehouse	2323 S. Rockwell St.	Chicago	60608- 3712	Storage	Multiple	Owned	1979				432,134
Totals											2,056,857

**EXHIBIT B-1 TO REASRP CONTRACT - SECTION 2
COURTS AND CORRECTIONS FACILITIES**

FACILITY	ADDRESS	CITY	ZIP CODE	USE	DEPT/AGENCY	OWNED LEASED	ERECTED/ ACQUIRED	LEASE COMMENCE	LEASE EXPIRES	RENT (as of 2011)	BUILDING AREA (PSF)	COMMENTS
Circuit Court Branch 23/50	5555 W. Grand	Chicago		Courts	Circuit Court	City owned		No lease		\$0.00	25,500	
Circuit Court Branch 34/48	155 W. 51st St.	Chicago		Courts	Circuit Court	City owned		No lease		\$0.00	12,000	
Circuit Court Branch 43/44	3150 W. Flournoy	Chicago		Courts	Circuit Court	City owned		No lease		\$0.00	21,400	
Adult Probation Administration	1640 W. Walnut	Chicago	60612-2522	Admin	Adult Probation	Leased		01-Sep-09	31-Aug-14	\$522,985.00	37,500	
Adult Probation Parking	1701 W. Walnut	Chicago	60612	Parking	Adult Probation	Leased		01-Sep-09	31-Aug-14	\$110,728.00	40,875	
Adult Probation Reporting Center	4734 W. Chicago Ave.	Chicago	60612	Public Service	Adult Probation	Leased		01-Nov-07	31-Oct-12	\$210,898.00	30,000	
Child Support Div. Clerk of Circuit Ct.	28 N. Clark St. 2nd Fl.	Chicago	60602	Public Service	Clerk of the Circuit Court	Leased		01-Jul-09	30-Jun-24	\$740,100.00	36,523	
Child Support, State's Attorney	28 N. Clark-3rd Flr	Chicago	60602	Public Service	States Attorney Child Support	Leased	1994	01-Jul-09	30-Jun-24	\$837,597.00	40,481	
Clerk of the Circuit Ct. Warehouse	1120 E 89th Street	Chicago	60619	Storage	Clerk of the Circuit Court	Leased		01-Jan-08	31-Dec-12	\$443,847.00	75,600	
Daley Center	50 W. Washington St.	Chicago	60602	Courts	Circuit Court	Leased	1964			\$0.00	1,133,500	
Public Administrator Warehouse	7232 N. Western	Chicago	60645	Storage/ Public Service	Public Administrator	Leased		01-Nov-10	31-Oct-11	\$18,000.00	7,500	
State's Attorney Warehouse	5410 W. Roosevelt	Chicago	60644-1478	Storage	State's Attorney	Leased		01-Sep-10	29-Feb-12	\$59,424.00	15,024	
Boot Camp (10 Buildings)	2801 S. Rockwell St.	Chicago	60608-5723	Detention	Sheriff	Owned	1996				74,350	
Bridgeview Courthouse (5 th Dist)	10220 S. 76th Ave.	Bridgeview	60455	Courts	Circuit Court	Owned	1987				326,597	
Children's Advocacy Center	1240 S. Damen	Chicago	60608	Public Service	ACHN	Owned					1,300	
Circuit Court Branch 35/38	727 E. 111th St.	Chicago		Courts	Circuit Court	Owned					25,000	
Criminal Court Admin. Building	2650 S. California	Chicago	60608-5146	Admin	Multiple	Owned					438,000	
Criminal Courts (26 th /California)	2650 S. California	Chicago	60608-5146	Courts	Circuit Court	Owned	1927				311,467	

EXHIBIT B-1 TO REASRP CONTRACT - SECTION 2
COURTS AND CORRECTIONS FACILITIES

DOC Kitchen	2735 S. Sacramento	Chicago	60608		Sheriff	Owned	1994					96,000	
DOC Parking Structure	26th/California	Chicago	60608-5146	Parking	Multiple	Owned	1976/1989					608,175	
DOC Powerhouse	3045 S. Sacramento	Chicago	60608-5146	Utility	Sheriff	Owned	1957					44,388	
DOC South Campus Building 1	3026 S. California Ave.	Chicago	60608-5110	Admin	Sheriff	Owned	1910					45,187	
DOC South Campus Building 2	3036 S. California Ave.	Chicago	60608-5110	Admin	Sheriff	Owned	1910					67,781	
DOC South Campus Building 3	3026 S. California Ave.	Chicago	60608-5110	Detention	Sheriff	Owned	1910					67,781	
DOC South Campus Building 4	2828 W. 31st St.	Chicago	60608-5110	Detention	Sheriff	Owned	1910					45,187	
DOC South Campus Building 5	2840 W. 31st St.	Chicago	60608-5110	Admin	Sheriff	Owned	1910					56,484	
DOC Tunnels			60608-5110	Utility	Multiple	Owned	Varies					22,000	
Domestic Violence Courthouse	555 W. Harrison St.	Chicago	60607	Courts	Circuit Court	Owned	2005					168,384	
Hawthorne Warehouse	4545 W. Cermak Rd.	Chicago	60623	Storage	Multiple	Owned	2003					483,000	
Jefferson Building	1401 Maybrook Dr.	Maywood	60153	Sheriff	Multiple	Owned	1976					46,134	
JTDC Parking Structure	1101 S. Hamilton	Chicago	60612	Parking	Multiple	Owned	1993					600,000	
Juvenile Temporary Detention Center	1100 S. Hamilton Ave.	Chicago	60612-4207	Detention	Circuit Court	Owned	1974					612,857	
Juvenile West (Courthouse)	1100 S. Hamilton Ave.	Chicago	60612	Courts	Circuit Court	Owned	1993					412,437	
Markham Courthouse (6 th Dist)	16501 S. Kedzie	Markham	60428	Courts	Circuit Court	Owned	1977					306,348	
Maywood Courthouse (4 th Dist)	1500 Maybrook Dr.	Maywood	60153-2435	Courts	Circuit Court	Owned	1975					184,800	
Maywood Courthouse Surface Lots		Maywood	60153	Parking	Multiple	Owned							
Rolling Meadows Courthouse (3rd Dist)	2121 Euclid Ave.	Rolling Meadows	60008-1500	Courts	Circuit Court	Owned	1987					326,597	

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COURTS AND CORRECTIONS FACILITIES

Rolling Meadows Courthouse Parking Structure	Rolling Meadows	60008-1500	Parking	Multiple	Owned	1987				560,000	
Sheriff Training Academy	Maywood	60153	Police	Sheriff	Owned	1976				20,000	
Sheriff's Vehicle Service/Impound Facility	Chicago	60628-3052	Garage	Sheriff	Owned						
Skokie Courthouse (2nd Dist)	Skokie	60077	Courts	Circuit Court	Owned	1980				308,856	
Skokie Courthouse (2nd Dist) Parking Structure	Skokie	60077	Parking	Multiple	Owned	2002				476,325	
Whitcomb Building	Maywood	60153-2438	Admin	Multiple	Owned	1989				21,000	

**EXHIBIT B-1 TO REASRP CONTRACT - SECTION 3
HEALTH AND HOSPITALS FACILITIES**

FACILITY	ADDRESS	CITY	ZIP CODE	USE	DEPT/ AGENCY	OWNED LEASED	ERECTED/ ACQUIRED	LEASE EXPIRES	RENT (as of 2011)	AREA (PSF)	COMMENTS
Cicero Health Center	5912 W. Cermak Road	Cicero	60804	Clinic	ACHN	Leased	1999		\$160,310.00	8,500	
Cook County Westside Health Center	4800 W. Chicago Ave.	Chicago	60651	Clinic	ACHN	Leased	2004	30-Jun-24	\$219,309.00	11,976	
Dr. Jorge Prieto Health Center	2424 S. Pulaski Road	Chicago	60623	Clinic	ACHN	Leased		30-Nov-24	\$85,002.00	15,939	
Near South Health Center	3525 S. Michigan	Chicago	60653	Clinic	ACHN	Leased	1994	31-Dec-16	\$0.00	9,189	
Public Health Clinic	1515 Lake Street	Hanover Park	60103	Clinic	Public Health	Leased		31-Dec-14	\$10.00	2,087	
Public Health Office	1701 S. 1st Ave.	Maywood	60153	Clinic/ Admin	Public Health	Leased		30-Sep-11	\$239,148.00	14,400	
Woodlawn Health Center	6337 S. Woodlawn	Chicago	60637	Clinic	ACHN	Leased	1992	No signed lease	\$0.00	10,000	
Woody Winston Health Center	650 E. Phoenix Center Dr.	Phoenix	60426	Clinic	ACHN	Leased	1979	31-Jan-12	\$44,772.00	3,171	
CCHHS Administration Building	1900 W. Polk	Chicago	60612-3723	Admin	CCHHS	Owned	1932			321,092	
Cottage Grove Medical Center	1645 Cottage Grove	Ford Heights	60411	Clinic	ACHN	Owned	2000			13,985	
Des Plaines TB Clinic	9325 Church St.	Des Plaines	60016	Clinic	CCHHS	Owned	2007			2,445	
Durand Building	639 S. Wood St.	Chicago	60612	Admin	CCHHS	Owned	1914			38,500	
Edward Piszczek Garage	7556 W. Jackson	Forest Park	60130	Garage	CCHHS/Public Health	Owned	2007			3,038	
Edward Piszczek TB Clinic	7556 W. Jackson	Forest Park	60130	Clinic	CCHHS/Public Health	Owned	2007			20,737	
Englewood Health Center	1135 W. 69th St.	Chicago	60621	Clinic	ACHN	Owned	2000			10,000	
Fantus Health Center	621 S. Winchester St.	Chicago	60612	Clinic	ACHN	Owned	1959			206,706	
Harvey TB Clinic	15948 S. Halsted St.	Harvey	60426	Clinic	CCHHS/Public Health	Owned	2007			2,698	
Hektoen Building	627 S. Wood St.	Chicago	60612-3822	Admin/Lab	CCHHS	Owned	1964			159,806	
JHS Campus Power Plant	750 S. Winchester	Chicago	60612	Utility	CCHHS	Owned	1914 / 1916			0	
John H. Stroger Jr. Hospital	1901 W. Harrison St.	Chicago	60612-3714	Hospital	CCHHS	Owned	2002			1,200,000	

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HEALTH AND HOSPITALS FACILITIES

John H. Stroger Specialty Care Center	1901 W. Harrison St.	Chicago	60612	Clinic	ACHN	Owned	2002		0
John H. Stroger, Jr. Hospital Parking Structure	1800 W. Polk	Chicago	60612	Parking	CCHHS	Owned	1998		423,000
John Sengstacke Clinic(former)	450 E. 51st St.	Chicago	60615	Vacant	CCHHS	Owned	1950		25,000
Logan Square Health Center	2840 W. Fullerton Ave.	Chicago	60647	Clinic	ACHN	Owned	2000		9,000
Oak Forest Specialty Health Center	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Clinic	ACHN	Owned	1992		26,000
OFH Administration Building, floors 1,2,3	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1910		20,071
OFH Brick Storage	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Storage	CCHHS	Owned	1910		1,750
OFH Building A	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1910		26,921
OFH Building B	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS DPH	Owned	1910		123,799
OFH Building C	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Vacant		Owned	1910		123,357
OFH Building D	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1910		29,420
OFH Building E, New	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	CCHHS ACHN/Pharmacy	CCHHS	Owned	1991		118,856
OFH Building E, Old	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Vacant/Storage	CCHHS	Owned	1910		31,821
OFH Building F	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Pharmacy/Medical	CCHHS	Owned	1910		67,276
OFH Building H	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Pharmacy/Medical	CCHHS	Owned	1910		74,787

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HEALTH AND HOSPITALS FACILITIES

OFH Building J	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Medical	CCHHS	Owned	1958		84,531	
OFH Catholic Chapel & Offices	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1912		13,066	
OFH Cicero Guard Station	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS Public Safety	Owned			48	
OFH Cicero Parcel	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Vacant		Owned	1910			
OFH Comfort Station	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned			908	
OFH Connecting Corridors 1st fl	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1912 (1st Flr)		33,237	
OFH Connecting Corridors 2nd fl	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1960 (2nd Flr)			
OFH County Store	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Vacant	CCHHS	Owned	1948		3,700	
OFH Dietary Building	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Dietary	CCHHS	Owned	1910		21,500	
OFH Electrical Vaults	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1910		1,977	
OFH Employee Annex	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Public Service	P.O.E.T.	Owned	1910		14,350	
OFH Employee Residence	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Storage	Clerk Circuit Court /CCHHS	Owned	1950		55,903	
OFH Generator Buildings	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1980		2,088	
OFH Greenhouse	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Vacant	CCHHS	Owned			17,431	

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HEALTH AND HOSPITALS FACILITIES

OFH Grounds Office	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1988		2,616	
OFH Halsted Street Pump House	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1940		968	
OFH Kitchen	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Dietary	CCHHS	Owned	1912		35,152	
OFH Laboratory & Morgue	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Medical	CCHHS	Owned	1954		6,000	
OFH Laundry	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Storage	CCHHS - DPH	Owned	1915		29,018	
OFH Laundry Annex	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Vacant	CCHHS	Owned	1912		7,504	
OFH Main Gate House	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Public Service	CCHHS	Owned			264	
OFH Main Pump House	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1980		2,714	
OFH Medical Residence	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Vacant	CCHHS	Owned	1912		13,521	
OFH Medical Social Service	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Public Service	CCHHS	Owned	1912		12,827	
OFH Paint Shop	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1970		4,921	
OFH Physical Plant Office	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1910		2,286	
OFH Powerhouse, New	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1980		15,212	
OFH Powerhouse, Old	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1908		34,682	

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OFH Protestant Chapel & Offices	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Vacant	CCHHS	Owned	1912			5,833	
OFH Public Aid Offices (F Annex)	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	Sheriff	Owned	1912			9,062	
OFH Public Safety	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1912			2,058	
OFH Pump House, Old	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned				312	
OFH Quincy Building	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1912			15,433	
OFH Recreation Building	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Public Service	CCHHS	Owned	1954			53,850	
OFH Reservoir 1	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1908 (1 Mill)				
OFH Reservoir 1	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1953 (3 Mill)				
OFH Skilled Trade Garage	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1950			1,200	
OFH Sneed Hall	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Admin	CCHHS	Owned	1912			18,756	
OFH Store Room #21	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Storage	CCHHS DPH	Owned	1988			18,520	
OFH Store Room #23	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Storage	CCHHS DPH	Owned	1912			5,000	
OFH Stucco Office	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned				3,400	
OFH Surface Parking Lots	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Parking	CCHHS	Owned	1910				

**EXHIBIT B-1 TO REASRP CONTRACT - SECTION 3
HEALTH AND HOSPITALS FACILITIES**

OFH Truck Barn & Salt Shed	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1910			2,880	
OFH Tunnels (Miscellaneous)	15900 S. Cicero Ave.	Oak Forest (unincorp)	60452	Utility	CCHHS	Owned	1912			16,217	
Old Main Hospital	1825 W. Harrison St.	Chicago	60612-3701	Vacant	CCHHS	Owned	1913			320,000	
Provident Hospital	500 E. 51st St.	Chicago	60615	Hospital	CCHHS	Owned	1980			355,000	
Provident Hospital Parking Structure		Chicago	60615	Parking	CCHHS	Owned	1993			380,000	
Provident Outpatient Pharmacy	430 E. 50th Place	Chicago	60615	Pharmacy	CCHHS	Owned				6,600	
Robbins Health Center	13450 S. Kedzie Avenue	Robbins	60472	Clinic	ACHN	Owned	2000			14,921	
Ruth M. Rothstein Core Center	2020 West Harrison	Chicago	60612-3741	Clinic	CCHHS	Owned	1999			60,000	
Suburban Tuberculosis Sanitorium	5601 S. County Line Road	Hinsdale	60521-4875	Hospital	CCHHS/Public Health	Owned/ Leased out	2007	31-May-17		143,000	Leased to RML Specialty Hosp; 4 5-year options after 2017 (2037). Included only for purposes of confirming rent is market.
Vision House Child Care Center	5001 S. Vincennes	Chicago	60615	Vacant	CCHHS	Owned/ Leased out		31-Jan-30		25,116	
Vista Health Center	1585 N. Rand Road	Palatine	60067	Clinic	ACHN		2000			8,000	

EXHIBIT B-1 REASP CONTRACT - SECTION 4
VACANT PARCELS

Exempt Parcels that are owned by Cook County and not in the middle of a road

OBJECTID	PIN14	PIN10	PINA	PINSA	PINB	PINP	OID_	PIN14_1	Comments
80915	1728125029000	1728125029	17	28	125	29	1828	1728125029000	mapped
80917	1728125030000	1728125030	17	28	125	30	1829	1728125030000	mapped
5318	1614224048000	1614224048	16	14	224	48	865	1614224048000	mapped
5324	1614224049000	1614224049	16	14	224	49	866	1614224049000	mapped
5388	1614118001000	1614118001	16	14	118	1	807	1614118001000	mapped
5395	1614118002000	1614118002	16	14	118	2	808	1614118002000	mapped
84919	1731102015000	1731102015	17	31	102	15	1973	1731102015000	Right of Way
84938	1731102011000	1731102011	17	31	102	11	1972	1731102011000	Right of Way
84942	1731102007000	1731102007	17	31	102	7	1971	1731102007000	Right of Way
84972	17311015000	1731101501	17	31	101	15	1970	17311015000	Right of Way
84980	1731102018000	1731102018	17	31	102	18	1974	1731102018000	Right of Way
134453	1326207043000	1326207043	13	26	207	43	550	1326207043000	mapped
9797	1615400014000	1615400014	16	15	400	14	1261	1615400014000	mapped
9812	1615306038000	1615306038	16	15	306	38	1243	1615306038000	mapped
9966	1615305016000	1615305016	16	15	305	16	1242	1615305016000	mapped
134574	1326207044000	1326207044	13	26	207	44	551	1326207044000	mapped
10269	1615306039000	1615306039	16	15	306	39	1244	1615306039000	mapped
15347	1617304013000	1617304013	16	17	304	13	1484	1617304013000	mapped
15355	1617306012000	1617306012	16	17	306	12	1500	1617306012000	mapped
17991	1618126020000	1618126020	16	18	126	20	1520	1618126020000	mapped
96593	1729418008000	1729418008	17	29	418	8	1947	1729418008000	mapped
96598	1729418007000	1729418007	17	29	418	7	1946	1729418007000	mapped
96605	1729418006000	1729418006	17	29	418	6	1945	1729418006000	mapped
184474	1315109009000	1315109009	13	15	109	9	474	1315109009000	mapped
96625	1729418042000	1729418042	17	29	418	42	1955	1729418042000	mapped
96629	1729419025000	1729419025	17	29	419	25	1964	1729419025000	mapped
96637	1729418043000	1729418043	17	29	418	43	1956	1729418043000	mapped
96644	1729419049000	1729419049	17	29	419	49	1966	1729419049000	mapped
96832	1729418039000	1729418039	17	29	418	39	1952	1729418039000	mapped
185908	1315308035000	1315308035	13	15	308	35	478	1315308035000	mapped
298710	1008300002000	1008300002	10	8	300	2	151	1008300002000	mapped
41219	1616401038000	1616401038	16	16	401	38	1374	1616401038000	mapped

EXHIBIT B-1 REASP CONTRACT - SECTION 4
VACANT PARCELS

226092	13042260020000	1304226002	13	4	226	2	266	13042260020000	mapped
226093	13042260010000	1304226001	13	4	226	1	265	13042260010000	mapped
186893	13162030500000	1316203050	13	16	203	50	512	13162030500000	mapped
186701	13162010100000	1316201010	13	16	201	10	483	13162010100000	mapped
187266	13162140170000	1316214017	13	16	214	17	524	13162140170000	mapped
187294	13162140180000	1316214018	13	16	214	18	525	13162140180000	mapped
187445	13162210180000	1316221018	13	16	221	18	529	13162210180000	mapped
187491	13162210200000	1316221020	13	16	221	20	530	13162210200000	mapped
236822	13081010460000	1308101046	13	8	101	46	317	13081010460000	mapped
237182	13081040180000	1308104018	13	8	104	18	322	13081040180000	mapped
237205	13081130490000	1308113049	13	8	113	49	326	13081130490000	mapped
238559	13084060010000	1308406001	13	8	406	1	364	13084060010000	mapped
237603	13082170010000	1308217001	13	8	217	1	342	13082170010000	mapped
237677	13082170020000	1308217002	13	8	217	2	343	13082170020000	mapped
237700	13082170030000	1308217003	13	8	217	3	344	13082170030000	mapped
237747	13082170040000	1308217004	13	8	217	4	345	13082170040000	mapped
237772	13082170230000	1308217023	13	8	217	23	346	13082170230000	mapped
237932	13082180080000	1308218008	13	8	218	8	347	13082180080000	mapped
237965	13082200380000	1308220038	13	8	220	38	348	13082200380000	mapped
238009	13082210350000	1308221035	13	8	221	35	352	13082210350000	mapped
238018	13082210150000	1308221015	13	8	221	15	349	13082210150000	mapped
238072	13082210160000	1308221016	13	8	221	16	350	13082210160000	mapped
238093	13082210370000	1308221037	13	8	221	37	353	13082210370000	mapped
238095	13082210340000	1308221034	13	8	221	34	351	13082210340000	mapped
238221	13082220210000	1308222021	13	8	222	21	356	13082220210000	mapped
238256	13082220200000	1308222020	13	8	222	20	355	13082220200000	mapped
238281	13082220150000	1308222015	13	8	222	15	354	13082220150000	mapped
238644	13084060020000	1308406002	13	8	406	2	365	13084060020000	mapped
238725	13084060080000	1308406008	13	8	406	8	366	13084060080000	mapped
239092	13084160380000	1308416038	13	8	416	38	374	13084160380000	mapped
243370	13093200160000	1309320016	13	9	320	16	411	2	mapped
243327	13093210340000	1309321034	13	9	321	34	418	13093210340000	mapped
243350	13093200270000	1309320027	13	9	320	27	416	2	mapped
243352	13093200140000	1309320014	13	9	320	14	409	2	mapped

EXHIBIT B-1 REASP CONTRACT - SECTION 4

VACANT PARCELS

243354	13093200150000	1309320015	320	15	410	13093200150000	mapped
243413	13093200180000	1309320018	320	18	412	2	mapped
243462	13093200190000	1309320019	320	19	413	2	mapped
243472	13093200280000	1309320028	320	28	417	2	mapped
243481	13093200110000	1309320011	320	11	408	2	mapped
243600	13093250040000	1309325004	325	4	430	2	mapped
243601	13093250030000	1309325003	325	3	429	2	mapped
243602	13093250020000	1309325002	325	2	428	2	mapped
243603	13093250010000	1309325001	325	1	427	2	mapped
243611	13093250050000	1309325005	325	5	431	2	mapped
243694	13093250360000	1309325036	325	36	435	13093250360000	mapped
243698	13093250380000	1309325038	325	38	436	2	mapped
243718	13093250210000	1309325021	325	21	432	2	mapped
243825	13093260030000	1309326003	326	3	439	2	mapped
243826	13093260020000	1309326002	326	2	438	2	mapped
243827	13093260010000	1309326001	326	1	437	2	mapped
244013	13094280080000	1309428008	428	8	458	13094280080000	mapped
244014	13094280070000	1309428007	428	7	457	13094280070000	mapped
244015	13094280060000	1309428006	428	6	456	13094280060000	mapped
244016	13094280050000	1309428005	428	5	455	13094280050000	mapped
244074	13094280280000	1309428028	428	28	469	13094280280000	mapped
244075	13094280270000	1309428027	428	27	468	13094280270000	mapped
244076	13094280260000	1309428026	428	26	467	13094280260000	mapped
244077	13094280250000	1309428025	428	25	466	13094280250000	mapped
244078	13094280240000	1309428024	428	24	465	13094280240000	mapped
251284	13044160480000	1304416048	416	48	267	13044160480000	mapped
213264	13231300250000	1323130025	130	25	537	13231300250000	mapped
214063	13234070150000	1323407015	407	15	544	13234070150000	mapped
305395	10144250040000	1014425004	425	4	156	10144250040000	mapped
305560	10161220550000	1016122055	122	55	157	10161220550000	mapped
305727	10163020010000	1016302001	302	1	158	10163020010000	mapped
305729	10163020020000	1016302002	302	2	159	10163020020000	mapped
305730	10163020030000	1016302003	302	3	160	10163020030000	mapped
305731	10163020040000	1016302004	302	4	161	10163020040000	mapped

EXHIBIT B-1 REASP CONTRACT - SECTION 4
VACANT PARCELS

305732	10163020050000	1016302005	10	16	302	5	162	10163020050000	mapped
305733	10163020060000	1016302006	10	16	302	6	163	10163020060000	mapped
305736	10163020070000	1016302007	10	16	302	7	164	10163020070000	mapped
305737	10163020080000	1016302008	10	16	302	8	165	10163020080000	mapped
305740	10163020090000	1016302009	10	16	302	9	166	10163020090000	mapped
305741	10163020100000	1016302010	10	16	302	10	167	10163020100000	mapped
305744	10163020110000	1016302011	10	16	302	11	168	10163020110000	mapped
305760	10163030580000	1016303058	10	16	303	58	169	10163030580000	mapped
279213	10284130360000	1028413036	10	28	413	36	180	10284130360000	mapped
279065	10283110200000	1028311020	10	28	311	20	179	10283110200000	mapped
279961	10284180320000	1028418032	10	28	418	32	187	10284180320000	mapped
279776	10284170350000	1028417035	10	28	417	35	181	10284170350000	mapped
279782	10284180040000	1028418004	10	28	418	4	182	10284180040000	mapped
279783	10284180050000	1028418005	10	28	418	5	183	10284180050000	mapped
279785	10284180060000	1028418006	10	28	418	6	184	10284180060000	mapped
280095	10284180230000	1028418023	10	28	418	23	185	10284180230000	mapped
280096	10284180300000	1028418030	10	28	418	30	186	10284180300000	mapped
281173	10284240680000	1028424068	10	28	424	68	189	10284240680000	mapped
281919	10284240430000	1028424043	10	28	424	43	188	10284240430000	mapped
288109	10334000540000	1033400054	10	33	400	54	191	10334000540000	mapped
318990	10213310160000	1021331016	10	21	331	16	173	10213310160000	mapped
370753	16261100380000	1626110038	16	26	110	38	1536	16261100380000	mapped
371325	16254000170000	1625400017	16	25	400	17	1532	16254000170000	Right of Way
371326	16254000120000	1625400012	16	25	400	12	1529	16254000120000	Right of Way
371357	16254010170000	1625401017	16	25	401	17	1535	16254010170000	Right of Way
371358	16254000150000	1625400015	16	25	400	15	1531	16254000150000	Right of Way
371852	16254010160000	1625401016	16	25	401	16	1534	16254010160000	Right of Way
409145	16254000140000	1625400014	16	25	400	14	1530	16254000140000	Right of Way
409149	16254010140000	1625401014	16	25	401	14	1533	16254010140000	Right of Way
422895	19322240130000	1932224013	19	32	224	13	2032	19322240130000	mapped
426624	20214030020000	2021403002	20	21	403	2	2143	20214030020000	mapped
426625	20214030010000	2021403001	20	21	403	1	2142	20214030010000	mapped
426657	20214030430000	2021403043	20	21	403	43	2145	20214030430000	mapped
430564	20221050050000	2022105005	20	22	105	5	2181	20221050050000	mapped

EXHIBIT B-1 REASP CONTRACT - SECTION 4

VACANT PARCELS

430738	20221050620000	2022105062	20	22	105	62	2188	20221050620000	mapped
430740	20221060330000	2022106033	20	22	106	33	2198	20221060330000	mapped
430760	20221060340000	2022106034	20	22	106	34	2199	20221060340000	mapped
431235	20223000360000	2022300036	20	22	300	36	2208	20223000360000	mapped
431356	20223040060000	2022304006	20	22	304	6	2210	20223040060000	mapped
431357	20223040050000	2022304005	20	22	304	5	2209	20223040050000	mapped
431381	20223000350000	2022300035	20	22	300	35	2207	20223000350000	mapped
431500	20223040300000	2022304030	20	22	304	30	2218	20223040300000	mapped
431521	20223040310000	2022304031	20	22	304	31	2219	20223040310000	mapped
431542	20223040320000	2022304032	20	22	304	32	2220	20223040320000	mapped
431555	20223040330000	2022304033	20	22	304	33	2221	20223040330000	mapped
431566	20223040340000	2022304034	20	22	304	34	2222	20223040340000	mapped
431624	20223050130000	2022305013	20	22	305	13	2233	20223050130000	mapped
431640	20223050140000	2022305014	20	22	305	14	2234	20223050140000	mapped
431653	20223050150000	2022305015	20	22	305	15	2235	20223050150000	mapped
431708	20223050270000	2022305027	20	22	305	27	2240	20223050270000	mapped
431717	20223050280000	2022305028	20	22	305	28	2241	20223050280000	mapped
441656	20223090440000	2022309044	20	22	309	44	2244	20223090440000	mapped
443177	21312250360000	2131225036	21	31	225	36	2337	21312250360000	mapped
470852	19033150190000	1903315019	19	3	315	19	1987	19033150190000	mapped
470853	19033150210000	1903315021	19	3	315	21	1988	19033150210000	mapped
495058	19263170130000	1926317013	19	26	317	13	2011	19263170130000	mapped
495497	19263170280000	1926317028	19	26	317	28	2024	19263170280000	mapped
495832	19263210080000	1926321008	19	26	321	8	2030	19263210080000	mapped
541656	20172310240000	2017231024	20	17	231	24	2132	20172310240000	mapped
592953	20092020050000	2009202005	20	9	202	5	2036	20092020050000	mapped
593666	20092020800000	2009202080	20	9	202	80	2060	20092020800000	mapped
597727	20331000300000	2033100030	20	33	100	30	2312	20331000300000	mapped
600765	20284120170000	2028412017	20	28	412	17	2293	20284120170000	mapped
600853	20284170060000	2028417006	20	28	417	6	2296	20284170060000	mapped
600894	20284170210000	2028417021	20	28	417	21	2298	20284170210000	mapped
600897	20284170200000	2028417020	20	28	417	20	2297	20284170200000	mapped
601052	20284180070000	2028418007	20	28	418	7	2302	20284180070000	mapped
601657	20331000310000	2033100031	20	33	100	31	2313	20331000310000	mapped

EXHIBIT B-1 REASP CONTRACT - SECTION 4
 VACANT PARCELS

60272	19073070040000	1907307004	19	7	307	4	1993	19073070040000	mapped
607870	19073070010000	1907307001	19	7	307	1	1990	19073070010000	mapped
607925	19073070020000	1907307002	19	7	307	2	1991	19073070020000	mapped
607978	19073070030000	1907307003	19	7	307	3	1992	19073070030000	mapped
608035	19073070290000	1907307029	19	7	307	29	1995	19073070290000	mapped
608153	19073070280000	1907307028	19	7	307	28	1994	19073070280000	mapped
647412	29071040600000	2907104060	29	7	104	60	3133	29071040600000	mapped
651700	29071200080000	2907120008	29	7	120	8	3153	29071200080000	mapped
677624	29012020010000	2901202001	29	1	202	1	3092	29012020010000	mapped
677882	29024060260000	2902406026	29	2	406	26	3096	29024060260000	mapped
678043	29014030240000	2901403024	29	1	403	24	3093	29014030240000	mapped
680301	29122070180000	2912207018	29	12	207	18	3171	29122070180000	mapped
682755	29121250330000	2912125033	29	12	125	33	3169	29121250330000	mapped
685368	29142040450000	2914204045	29	14	204	45	3173	29142040450000	mapped
685369	29142030250000	2914203025	29	14	203	25	3172	29142030250000	mapped
698171	30061000060000	3006100006	30	6	100	6	3206	30061000060000	mapped
713080	30304110200000	3030411020	30	30	411	20	3230	30304110200000	mapped
726686	23144050280000	2314405028	23	14	405	28	2339	23144050280000	mapped
778749	28024130590000	2802413059	28	2	413	59	2971	28024130590000	mapped
778943	28024140610000	2802414061	28	2	414	61	2972	28024140610000	mapped
790075	28131010020000	2813101002	28	13	101	2	2990	28131010020000	mapped
790736	28131060020000	2813106002	28	13	106	2	2994	28131060020000	mapped
790749	28131030370000	2813103037	28	13	103	37	2993	28131030370000	mapped
791067	28131030170000	2813103017	28	13	103	17	2991	28131030170000	mapped
791379	28144150060000	2814415006	28	14	415	6	3018	28144150060000	mapped
791476	28131060180000	2813106018	28	13	106	18	2995	28131060180000	mapped
791537	28131030360000	2813103036	28	13	103	36	2992	28131030360000	mapped
791947	28131070460000	2813107046	28	13	107	46	2997	28131070460000	mapped
792160	28131070080000	2813107008	28	13	107	8	2996	28131070080000	mapped
792171	28144030140000	2814403014	28	14	403	14	3000	28144030140000	mapped
794515	28144020320000	2814402032	28	14	402	32	2998	28144020320000	mapped
795290	28144130190000	2814413019	28	14	413	19	3007	28144130190000	mapped
795338	28231020350000	2823102035	28	23	102	35	3043	28231020350000	mapped
795636	28144130200000	2814413020	28	14	413	20	3008	28144130200000	mapped

EXHIBIT B-1 REASP CONTRACT - SECTION 4

VACANT PARCELS

795971	28144130210000	28	14	413	21	3009	28144130210000	mapped
796052	28144130220000	28	14	413	22	3010	28144130220000	mapped
796397	28144150050000	28	14	415	5	3017	28144150050000	mapped
796407	28144130240000	28	14	413	24	3012	28144130240000	mapped
796655	28231150030000	28	23	115	3	3056	28231150030000	mapped
796659	28231150020000	28	23	115	2	3055	28231150020000	mapped
796824	28231240010000	28	23	124	1	3059	28231240010000	mapped
796938	28231300070000	28	23	130	7	3068	28231300070000	mapped
797028	28231300100000	28	23	130	10	3071	28231300100000	mapped
797032	28231240120000	28	23	124	12	3062	28231240120000	mapped
797061	28231300080000	28	23	130	8	3069	28231300080000	mapped
797132	28231240300000	28	23	124	30	3066	28231240300000	mapped
797143	28231300090000	28	23	130	9	3070	28231300090000	mapped
797415	28231240290000	28	23	124	29	3065	28231240290000	mapped
797575	28231240090000	28	23	124	9	3061	28231240090000	mapped
797592	28231240080000	28	23	124	8	3060	28231240080000	mapped
798102	28231240310000	28	23	124	31	3067	28231240310000	mapped
798222	28224020060000	28	22	402	6	3029	28224020060000	mapped
798235	28231240270000	28	23	124	27	3064	28231240270000	mapped
800337	28243240020000	28	24	324	2	3082	28243240020000	mapped
885681	06343020130000	6	34	302	13	140	06343020130000	Sold Property
899619	07081000090000	7	8	100	9	142	07081000090000	mapped
872415	06052000080000	6	5	200	8	139	06052000080000	right of way
1420707	12042040420000	12	4	204	42	246	12042040420000	mapped
1421510	12013170390000	12	1	317	39	194	12013170390000	mapped
1422467	12042040230000	12	4	204	23	244	12042040230000	mapped
1422497	12042040400000	12	4	204	40	245	12042040400000	mapped
1426597	12041050170000	12	4	105	17	243	12041050170000	mapped
1430968	12024150280000	12	2	415	28	217	12024150280000	mapped
1430971	12024150270000	12	2	415	27	216	12024150270000	mapped
1430985	12033020160000	12	3	302	16	230	12033020160000	mapped
1431049	12024180070000	12	2	418	7	219	12024180070000	mapped
1431056	12033020040000	12	3	302	4	228	12033020040000	mapped
1431313	12013230600000	12	1	323	60	204	12013230600000	mapped

EXHIBIT B-1 REASP CONTRACT - SECTION 4
VACANT PARCELS

1431323	120132210460000	12013221046	12	1	321	46	198	120132210460000	mapped
1431628	120132220280000	12013222028	12	1	322	28	199	120132220280000	mapped
1431660	12122210140000	1212221014	12	12	221	14	263	12122210140000	mapped
1431731	12024170210000	1202417021	12	2	417	21	218	12024170210000	mapped
1431916	12044020320000	1204402032	12	4	402	32	259	12044020320000	mapped
1439534	12094100490000	1209410049	12	9	410	49	262	12094100490000	mapped
1441458	12041020320000	1204102032	12	4	102	32	242	12041020320000	mapped
1476287	1812406050000	1812406050	18	12	406	50	1980	1812406050000	mapped
1476323	1812406010000	1812406010	18	12	406	10	1978	1812406010000	mapped
1476355	1812406051000	1812406051	18	12	406	51	1981	18124060510000	mapped
1476504	18124060490000	1812406049	18	12	406	49	1979	18124060490000	mapped
1477899	18124140300000	1812414030	18	12	414	30	1982	18124140300000	mapped
1182272	26313030050000	2631303005	26	31	303	5	2968	26313030050000	mapped
1274945	05191170200000	0519117020	5	19	117	20	71	05191170200000	mapped
1274948	05191170210000	0519117021	5	19	117	21	72	05191170210000	mapped
1274950	05191170360000	0519117036	5	19	117	36	82	05191170360000	mapped
1275056	05193010220000	0519301022	5	19	301	22	94	05193010220000	mapped
1275057	05193010100000	0519301010	5	19	301	10	91	05193010100000	mapped
1275059	05193010230000	0519301023	5	19	301	23	95	05193010230000	mapped
1275060	05193010130000	0519301013	5	19	301	13	92	05193010130000	mapped
1275063	05193030010000	0519303001	5	19	303	1	98	05193030010000	mapped
1275064	05193030020000	0519303002	5	19	303	2	99	05193030020000	mapped
1275123	05193030030000	0519303003	5	19	303	3	100	05193030030000	mapped
1275168	05193010200000	0519301020	5	19	301	20	93	05193010200000	mapped
1275191	05193030220000	0519303022	5	19	303	22	101	05193030220000	mapped
1275513	05193110060000	0519311006	5	19	311	6	111	05193110060000	mapped
1279101	05304030500000	0530403050	5	30	403	50	127	05304030500000	mapped
1281588	05312010120000	0531201012	5	31	201	12	128	05312010120000	mapped
1288447	05323020100000	0532302010	5	32	302	10	131	05323020100000	mapped
1288470	05323020200000	0532302020	5	32	302	20	132	05323020200000	mapped
1288723	05323030010000	0532303001	5	32	303	1	133	05323030010000	mapped
1309139	09334090130000	0933409013	9	33	409	13	145	09334090130000	mapped
1309180	09334100370000	0933410037	9	33	410	37	146	09334100370000	mapped
1348918	15132220140000	1513222014	15	13	222	14	580	15132220140000	mapped out

EXHIBIT B-1 REASP CONTRACT - SECTION 4

VACANT PARCELS

1351182	15132160050000	1513216005	13	216	5	557	15132160050000	mapped
1351608	15132160060000	1513216006	13	216	6	558	15132160060000	mapped
1351846	15132160070000	1513216007	13	216	7	559	15132160070000	mapped
1351868	15132220350000	1513222035	13	222	35	585	15132220350000	mapped out
1352006	15182050020000	1518205002	18	205	2	732	15182050020000	mapped
1352023	15182050010000	1518205001	18	205	1	731	15182050010000	mapped
1352097	15132220110000	1513222011	13	222	11	579	15132220110000	mapped out
1352196	15132200270000	1513220027	13	220	27	571	15132200270000	mapped out
1352263	15182050130000	1518205013	18	205	13	733	15182050130000	mapped
1352274	15132220360000	1513222036	13	222	36	586	15132220360000	mapped out
1352439	15132220310000	1513222031	13	222	31	582	15132220310000	mapped out
1352512	15182050140000	1518205014	18	205	14	734	15182050140000	mapped
1352607	15182050210000	1518205021	18	205	21	737	15182050210000	mapped
1352677	15182120020000	1518212002	18	212	2	742	15182120020000	mapped
1354866	15143070070000	1514307007	14	307	7	692	15143070070000	mapped
1354882	15143070190000	1514307019	14	307	19	696	15143070190000	mapped
1355039	15153040020000	1515304002	15	304	2	700	15153040020000	mapped
1479232	29071200010000	2907120001	29	120	1	3151	29071200010000	mapped
1479246	29071200020000	2907120002	29	120	2	3152	29071200020000	mapped
1479250	29071200220000	2907120022	29	120	22	3154	29071200220000	mapped

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN
EXHIBIT B
SCOPE OF SERVICES

EXHIBIT B-2
NUMBER OF COUNTY EMPLOYEES BY FACILITY

Cook County Employee Location Information

01-Oct-09

	555 W. Harrison	2nd District Skokie	3rd District Rolling Meadows	4th District Maywood	5th District Bridgeview	6th District Markham	Crim Court Admin Building	Criminal Court Building	County Building	69 W. Washington	Jefferson Building (Maywood)	Temp Detention Center	Medical Examiner Office	Warehouse 2323 S. Rockwell	Whitcomb Building (Maywood)	Warehouse Hawthorne	Total
Adjudication																	0
Administrative Hearing									4								4
Adult Probation	13	50	32	32	40	63	210			21							461
Advocacy Unit										12							12
Alcohol/Drug Assessment Services		5		5													10
Animal Control					25												25
ASEP			8		10	4											22
Assessor		4	20						380								404
Attorney General										44							44
Auditor										7							7
Board of Commissioners									63								63
Board of Review		21	1	2	3	2			119								148
Budget and Management Services									18								18
Building and Zoning		9			10					24							43
Bureau of Administration									15								15
Bureau of Finance									3								3
Bureau of Information Technology										69							69
Bureau of Public Safety																	0
Cafeteria		2	2	0	4	1	12										21
Capital Planning and Policy										20							20
Central Bond Court								11									11
Central Services									4	39				14			57
Chief Judge										56							72
Citizens Committee																	0
Clerk of the Board									13								13
Clerk of the Court	48	75	100	87	110	110	110	0				78		14		7	739
Clinical Services												15					15
Complaint Department																	0
Comptroller									43								43
Contract Compliance									12								12
County Clerk		4	5		5	5			69	60				7	4	22	181
Court Advocates		2	3														5
Court Interpreters		5	7	6			14					5					37
Court Reporters		15	18		15	18	57			62		35				2	222
Crescent Cleaning																	0
Circuit Court										134							134
Communication and Public Affairs									4								4
Community Development									48								48
Compliance Administrator									18								18
Compliance Forest Preserve									8								8

B-2

Cook County Employee Location Information

01-Oct-09

	555 W Harrison	2nd District Skokie	3rd District Rolling Meadows	4th District Maywood	5th District Bridgeview	6th District Markham	Crim Court Admin Building	Criminal Court Building	County Building	69 W Washington	Jefferson Building (Maywood)	Temp Detention Center	Medical Examiner Office	Warehouse 2323 S. Rockwell	Whitcomb Building (Maywood)	Warehouse Hawthorne	Total
CSPI		4															4
DCFS												52					52
Dentist Office		0															0
Driver Education		2															2
Economic Development																	0
Emergency Management										25							25
Environmental Control				9						32							41
Ethics																	0
Facilities Management	11	14	14	15	10	14	18	11	26	6		59	8	20		5	231
Forest Preserve										28							28
Highway										140							140
Grand Jury								30									30
Human Resources									42								42
Human Rights										9							9
Inspector General										4							4
JTDC												570					570
JTDC - Administrative Services																	0
JTDC - Kitchen												29					29
JTDC - Laundry Room												33					33
JTDC - School												61					61
Judicial Advisory Council										6							6
Judiciary	17	21	27	23	35	41		40				72					276
Juvenile Administration												63					63
Jury Assembly		3	1	2	50	2	7										65
Jury Commissioner																	0
Juvenile Probation		14	16	14	25	33											102
Law Library	1	2	2	2	3	2	2			10							24
LEADS								12									12
Legal Referral																	1
Marriage and Family Counseling										36							36
Marriage Courts																	0
Medical Examiner													60				60
Medical Offices												87					87
MIS									26								26
Municiple Division								9									9
Nursery												2					2
Office Automation																	0
Personnel Training																	0
Planning and Development																	0
POET						1				25							26

Cook County Employee Location Information

01-Oct-09

	555 W. Harrison	2nd District Skokie	3rd District Rolling Meadows	4th District Maywood	5th District Bridgeview	6th District Markham	Crim Court Admin Building	Criminal Court Building	County Building	69 W. Washington	Jefferson Building (Maywood)	Temp Detention Center	Medical Examiner Office	Warehouse 2323 S. Rockwell	Whitcomb Building (Maywood)	Warehouse Hawthorne	Total
Police Investigations													5				5
President's Office									8	15							23
Pretrial Services		7		8	5	5	39										64
Probation Services												385					385
Psychiatric Institute							38										38
Public Affairs and Communication										7							7
Public Administrator										19							19
Public Defender	26	40	26	26	50	51	190			134		100					643
Public Guardian										90		180					270
Public Health			33		41	41											115
Public Safety																	0
Purchasing									29								29
Real Estate Management										4							4
Recorder of Deeds		2	3	2	5	2			195					79			288
Record Library												0					0
Research and Statistics																	0
Revenue									31								31
Risk Management									25								25
Sheriff - Administration																	0
Sheriff - Budget																	0
Sheriff - Cabs										11							11
Sheriff - Child Support																	0
Sheriff - Civil Process		27	3	2	50	4								38			124
Sheriff - Communication										8							8
Sheriff - Court Services	60	72	81	107	110	144	210					74					858
Sheriff - Custodian	23	25	22	23	30	27	28	32	29								239
Sheriff - DARE																	0
Sheriff - Community Outreach										2							2
Sheriff - Disaster Office																	0
Sheriff - DOC														118			118
Sheriff - Finance and Operations										6							6
Sheriff - Fire Arms Training															15		15
Sheriff - HIDTA										100							100
Sheriff - Homeland Security										3							3
Sheriff - IAD										8							8
Sheriff - IT																	0
Sheriff - Merit Board									0	25							25
Sheriff - Safety									0								0
Sheriff - Security									15								15
Sheriff - Shakman Compliance										7							7

Cook County Employee Location Information

01-Oct-09

	555 W. Harrison	2nd District Skokie	3rd District Rolling Meadows	4th District Maywood	5th District Bridgeview	6th District Markham	Crim Court Admin Building	Criminal Court Building	County Building	69 W. Washington	Jefferson Building (Maywood)	Temp Detention Center	Medical Examiner Office	Warehouse 2323 S. Rockwell	Whitcomb Building (Maywood)	Warehouse Hawthorne	Total
Sheriff - SWAP		2	3	10		8						2			5		30
Sheriff - Transportation																	0
Sheriff - Training					2												2
Sheriff - Vehicles																	0
Sheriff Merit Board																	0
Sheriff's Police		5	58		70	75	0				232						440
Snack Shop							1	4									5
Social Services	11	18	23	18	25	21	61										177
Special Events																	0
Specialized Services																	0
State CES																	0
State Crime Lab																	0
States Attorney	89	52	38	40	55	63	498			259		160		8			1,262
Supportive Services																	0
TASC								7				7					15
Title Companies																	0
Traffic Attorney								2									2
Traffic Court							7										7
Treasurer									121								121
United Family Court																	5
University of Illinois COOP Services																	6
W/C		2	6		4	4											16
Veterans' Assistance Commission												4					4
Zoning Board of Appeals										5							5
Total	299	506	558	433	797	741	1,502	174	1,290	1,650	232	2,073	73	260	62	36	10,686

Other County Locations	Budgeted Empl.
Chief Health Administrator	553
Stroger Hospital Campus & CORE	3,979
Oak Forest Hospital	1,029
Provident Hospital	684
Cermak Hospital	487
Ambulatory	702
Public Health	172
Department of Corrections	3,670
South Campus	582
Subtotal	11,858

Cook County Employee Location Information

01-Oct-09

	555 W. Harrison	2nd District Skokie	3rd District Rolling Meadows	4th District Maywood	5th District Bridgeview	6th District Markham	Crim Court Admin Building	Criminal Court Building	County Building	69 W. Washington	Jefferson Building (Maywood)	Temp Detention Center	Medical Examiner Office	Warehouse 2323 S. Rockwell	Whitcomb Building (Maywood)	Warehouse Hawthorne	Total	
Grand Total																		22,544

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN
EXHIBIT B
SCOPE OF SERVICES

EXHIBIT B-3
CONSULTANT'S IMPLEMENTATION PLAN



2. Proposed Plan of Action/Program Plan

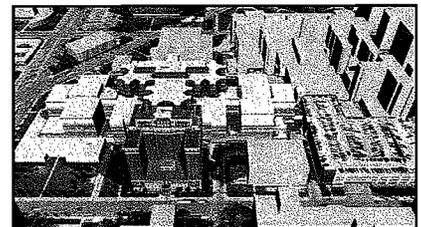
Goals and Objectives

- *Align Cook County real estate assets with the County's strategic objectives*
- *Improve efficiency in the use of real estate assets, as appropriate to enhance operational efficiency*
- *Develop standards, strategies and procedures for the control and allocation of real estate assets, together with a database and supporting documentation to enable the County to manage its real estate assets on an on-going basis*
- *Reduce the cost of occupying real estate assets*
- *Perform a complete facilities condition inventory and assessment*
- *Develop a long range capital plan for improvements identified as necessary for strategic assets*
- *Reduce real estate portfolio and costs by disposing of excess real estate through sales, leases or other appropriate arrangements in a market-sensitive time frame and in a manner that appropriately protects the public interest*

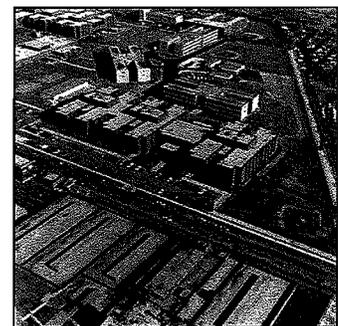
A. Project Understanding, Leadership, Getting Started, and Schedule

Project Understanding

The Project Team lead by Epstein and U.S. Equities has a comprehensive understanding of the goals and objectives as set forward in this RFP. Efficiency, standardization, cost reduction and understanding of the County's real estate portfolio are critical components in managing and operating the buildings occupied and owned by the County. The comprehensive view taken in this response puts together all components necessary to create a strong, reliable long range strategic plan meeting all of the requirements put forward by the County.



The project scope will be met with the skills and abilities put forward in the Epstein-U.S. Equities Project Team specifically focused for each of the project portfolios: Health and Hospitals, Corporate, Courts and Corrections and Vacant Parcels. There will be two main focus teams: Space Utilization Team lead by Epstein and Facilities Assessment lead by Parsons. The team leaders will draw on the expertise of the sub-consultants, utilizing the best qualified individuals to meet the specific task needs.



Within the first 120 days the Team is committed to using early analysis, our Advance Teams and Pilot Assessment, and first results information to identify the top ten considerations for cost savings as our first project team recommendations to the County.

Team Leadership and Organization

Communication between the Project Team and the County is critical to the success of the plan put forward. The Project Team is formed under an Executive Management Team that includes the discipline leaders, who are experts in their field with unsurpassed experience in working with real estate



concerns, large portfolio analysis, and a strong understanding of Cook County government. The Executive Management Team is the interface with the County Oversight Committee, meeting on a regular basis to preview early findings and ultimately to assist in forming the most viable long range plan.

Executive Management Team
Real Estate Lead: Bob Wislow
Asset Mgmt Lead: Katie Scott
Facility Mgmt Lead: Jonnie Miles
Strategic Adv Lead: Marty Stern
Arch & Planning: Mike Damore
Project Integrator: Perri Irmer
Project Manager: Arnie Tupuritis

Day-to-Day management will be lead by U.S. Equities with direct reporting to the Office of Capital Planning through weekly meetings and continual project updates. U.S. Equities will also oversee the planning and assessment teams as they progress through the multiple portfolios.

In order to facilitate consistency and collaboration in building reviews and analysis, a single "office" for this project will be established. This will be a location where the team will meet to set the baseline of reviews, both for the planning and facility assessment, where benchmarking studies will be shared, and data will be collected in an integrated and comprehensive manner.

The project will use a SharePoint Collaboration Portal and Parsons' eCOMET software, a proven web-based architectural software application that will store the facility/infrastructure condition data and support budgeting for and management of capital assets, including ad hoc reporting capabilities. The combined "dashboard" including both the SharePoint and eCOMET interface will enable easy, collaborative access to documents, data, drawings, photograph libraries and other gross data collected during the contracted period of performance.

eCOMET software is Parsons' enterprise level, web-based, state-of-the-art assessment application that meets or exceeds all your requested features noted in the solicitation. eCOMET is licensed to an unlimited number of County users at no additional cost for an unlimited term of use.

Getting Started

The U.S. Equities Project Team aims to hit the ground running. The team's previous experience with both the County and other municipal governments provides an understanding of process and timing minimizing the learning curve on commencing this project. As a start, the team would conduct a project kick-off conference with key Cook County staff and officials who will be involved in the project. The purpose of the conference will be to confirm the County's project goals, objectives and priorities. The conference will set protocol for communications as well as identifying the early 120 day goals.

From there, the Project Team will begin benchmarking and creating internal teams to set out and acquire the baseline information conducting reviews of existing data, reports, and studies. The Team will set strategies that will allow resources to be spent in ways that have the best prospect to yield results that meet the County's priorities.

B. Space Inventory and Assessment

Task Understanding

The inventory and analysis of current and existing real estate will be lead by Epstein. Their teams will provide the methodology and implementation to address current capacity, efficiency of space and adjacencies, as well as identifying best practices nationwide to use as benchmarks in evaluating next steps for the County.



Inventory of current space use plan and methodology

The plan and methodology for the inventory of the current space use of the County starts with a careful detailed planning exercise. The planning exercise will allow for the inventory approach to be reviewed. Expectations between the County and the Project Team will be aligned, and deliverables and access procedures reviewed up-front. It is during this stage that the following activities are completed:

1. Extent of the inventory confirmed with the County including how much is already in CAD
2. Procedures for the access to the varied spaces are defined
3. Communications plans are developed defining key contacts at the County for providing access to each of the facilities
4. Software, database and deliverable format confirmation
5. Preparation of current Use Surveys and confirmation of survey protocols
6. Review schedule for inventory process

At the start of the project, our multiple inventory teams will be mobilized and begin work shortly after the planning exercise. Each of the four asset class portfolios will have teams working concurrently on the four main tasks associated with this inventory.

Task 1 is the gathering of all the existing CAD drawing information that the County possesses. From preliminary information included within the RFP and addendum it appears the County possesses CAD plans for approximately 10.5 million square feet. This team will catalogue and prepare the CAD plans for printing in the appropriate format for the subsequent steps in the inventory process. For the purposes of this base proposal, based on information within the RFP and addendums, it is assumed that the existing CAD plans are valid and do not need field measurement. *SEE INSERT 1 FOR CLARIFICATION*

*Deliverable:
Floor Plans in
CADD*

Task 2 is the laser measuring of the existing facilities for which the County does not have CAD plans for. From preliminary information included within the RFP and addendum it appears the County does not have CAD plans for approximately 7 million square feet of facilities. The laser measuring team consists of two components: field measuring teams and office drafting teams.

The field measuring teams are multiple 2-person teams that methodically and systematically move through the buildings floor by floor room by room taking laser measurements and recording those measurements. They do both a measurement of the interior and a cursory measurement of the exterior of the building to get overall building footprint size. The equipment the field measurement teams will use is primarily hand-held dimensional measuring devices. 3D high definition laser scanning (HDS) will be used in select areas as determined by the consultant depending on the complexity of the space to be measured, schedule, access and privacy concerns. Our field measurement teams are adept at working in all of the types of facilities the County possesses. Each of the facilities has their unique challenges, including: access, privacy, security, infection control, building occupant distractions, locked rooms and patient care, to name a few.

The office drafting teams receive the information from the field measurement teams and begin creating CAD plans. The CAD base drawings shall include the following components: generic exterior walls, exterior window openings, interior walls for areas that are accessible to the Consultant, interior doors

Cook County Government
Office of Capital Planning and Policy, Real Estate Division
RFP# 11-88-040P
Real Estate Asset Strategic Realignment Plan



5. Task 1 summary in tab 2: The assumption that "the existing CAD plans are valid and do not need field measurement" is not a correct understanding of the RFP. Discuss the need to verify. Please see Addendum 3, Question and Answer #3.

For those facilities or properties where CAD documentation exists, it will be our team's intention to integrate field verification and new laser measurement services with existing CAD data so as to both avoid performing services for which the County has no need, and to accelerate as much as possible the data gathering phase of this project (see answer to Question #7, below). If such field verification work demonstrates inaccuracies within the CAD data, our team will build a new CAD model of that facility/property with no change to our proposed Basic Services cost. It is clearly understood that one of the objectives of this project is to produce an integrated database of all of the County's various buildings and properties and our team is committed to delivering just that. If we can piggy-back on work that already exists, we can all be that more efficient in our efforts and allocation of resources; if we need to start at square one in order to fulfill this objective, our team will do that.

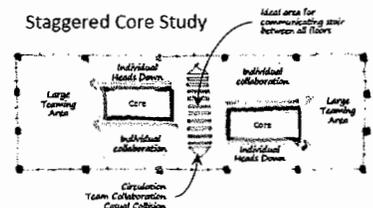


and column/chase build-outs for areas that are accessible to the Consultant. The drafting teams will also take any HDS 3D laser scans and harvest that information for use on 2D CAD plans.

The new CAD plans produced from the laser measured process will then be printed in the format for this inventory and quality checked with a field walk-through by quality control personnel to validate that the plans reflect the actual condition.

Task 3 is the Current Use Survey of the key members of the building users. This team takes the CAD plans (either existing from Task 1 or new from Task 2) and begins to compile the data required for the inventory. The plans, as well as the information provided by the designated building user representatives, are used to complete the Current Use Survey. The Current Use Survey will include:

1. Area by use
2. Area by department and agency
3. Square footage (as determined from the areas selected as part of that department and agency)
4. Number of employees
5. Public visits
6. Days and hours of operations
7. Functions performed



All of this information will be tabulated and included into a combined database as outlined in the planning exercise.

Task 4 is to take the floor plans and Current Use Survey and create Stacking and Blocking Diagrams of the departments, agencies and functions within the buildings. The diagrams are added as a separate layer within the CAD software and colored using a key to allow for ease of understanding. This team also works in sequence and concurrently with the first three tasks.

*Deliverable:
Stacking and
Blocking Diagrams*

Completion of Inventory

As each of the parts is progressively completed, they will be uploaded into the Team's master facility database and used for the Facility Assessment, Real Estate Analysis and other subsequent activities.

Future Needs Assessment Methodology and Plans

The first step in the future needs assessment is for the team to conduct an initial meeting with the County to define each group and confirm individual(s) to be interviewed. The meeting will review and establish a mutual understanding of the objectives for this effort. The schedule for interviews is set at this time. Once the schedule for interviews is established each user group's functional mission is defined/confirmed and groups requiring special attention are identified. At this juncture groups that may have common needs are also called out, so opportunities for shared areas or spaces may begin to be determined.

After this initial meeting, the team will create Program Surveys to be tailored for each of the functional groups including: Health and Hospitals, Corporate, Courts and Corrections. The intention is for each



group being interviewed to complete the Survey prior to the meeting. These Surveys will provide information according to the following structure: departments, user and staff requirements including future projections of space needs, inter- and intra-departmental adjacency identification, support facilities needs, special area requirements, and storage or filing needs. The surveys will also begin to audit the viability for alternative work strategies that may include job sharing, hotelling and work at home options. After development of the Program Survey, the team will review the Surveys with key representatives from the County, for each of the functional groups. Upon completion of the meeting the team will revise the Surveys according to comments from the County. The team will then distribute the Program Surveys to the individuals previously identified as the interviewee(s) for each functional group, along with instructions on how to complete the surveys. The interview schedule will be confirmed at this time. Interviewees will be asked to bring the completed Surveys to their respective meetings.

After completion of the Program Survey interviews, the team will prepare a Program Summary for each facility and each functional group which will be integrated into the overall electronic database. The information will include departments' square footage requirements, user and staff area square footage projections including the five year growth plan, Inter- and Intra-departmental adjacency requirements, support facilities, special area, storage, and filing needs. As part of the Program Survey summary, the team will delineate areas for each facility that might be able to be shared amongst groups such as Conference space, Hoteling areas, Break Rooms, Storage and Filing. Finally, the team will meet with key County representatives to present and confirm the data gathered as well as make any additions to the summary as may be required.

Deliverable:
User Survey Results

Concurrent with the evaluation of the physical conditions of the facilities, the project team will conduct an evaluation of the existing capacity, function and operating processes for the Adult Detention, Courts and Juvenile Facilities. Parsons, with a wealth of experience in the analysis of similar facilities, will inspect each facility for the purpose of assessing current operations and programs. We will conduct an objective, collaborative evaluation and planning process with the stakeholders, (many of whom are under the control of other elected officials), to determine the highest and best use of the facilities. The purpose of this task will be to analyze the efficiency and effectiveness of operations and programs in existing spaces, consider the space needs and long-term requirements for those operations and identify opportunities for efficiencies, improved performance and adaptive reuse of existing space to meet the County's long-term operational needs. We will develop recommendations for the most effective use of the existing justice facility spaces, including improvements, repurposing, adaptive reuse, and only when appropriate, replacement or new construction. We will focus specific and urgent attention on the alternatives for the juvenile facilities.

Deliverable:
Special Focus:
Juvenile Facilities

Five Year Space Use Analysis Methodology and Plans

After completing the Program Survey Summary the first step in the space use analysis is to consolidate the findings into the separate functional groups organizationally. The initial stage is the identification and development of space utilization strategies which incorporate measurable objectives and guidelines for the County which will begin to direct a real estate approach.

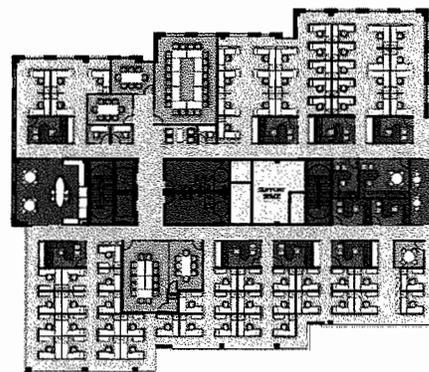


As part of this phase of the effort, the team will identify and survey similar counties in the U.S. in order to establish benchmarking and best practices. These benchmark efforts will be based upon the following five critical criteria: reduction of costs, increased flexibility, increased productivity, increased user and staff satisfaction, and increased innovation. As part of the benchmarking data evaluation, common measures for real estate utilization will be analyzed. While proceeding with the benchmarking and best practices analyses, the team will identify regulatory/licensing issues that will need to be vetted in concert with the real estate utilization such as but not limited to: existing County space utilization requirements, building code issues, ADA compliance, local records disposal legalities, union requirements, as well as users' rights.

*Deliverable:
Benchmarking and
Best Practices*

Based upon the five critical criteria of the benchmarking and best practices survey, the team will begin to establish space standards and procedures. These space standards will serve to reduce occupancy costs, move or churn expenses, reduction of waste, while enhancing flexibility and productivity. The procedural guidelines will increase flexibility, user satisfaction, and innovation. Once set these standards and procedures will become the guiding factors for the County's real estate portfolio assessment.

The Project Team includes discipline experts drawing on experience and knowledge specific to each of the key project portfolios. Parsons will recommend applicable best practices as a supporting component for long-term planning in the juvenile justice arena. Best practices for corporate space efficiencies and also health care will be reviewed and presented by Epstein.



Develop Cost Information

Through user and management inquiry and surveys, the Project Team will delve into currently projected capital costs, operating cost and maintenance costs. U.S. Equities' unique position in managing 69 West Washington provides specific insight into the operations of one of the corporate buildings in the County's portfolio.

The team will use information available from the County, but will also make comparisons to industry standards and best practices for building operations looking for key comparisons and variations.

The results of the Space Use Analysis will inform efficiencies and adjacencies thus identifying potential relocations and repositioning of space and property. Costs will be attributed to the proposed moves and cash flow analysis completed. The team, looking at a full portfolio will then project the cost and then the potential for cost savings of a given real estate move.

*Deliverable:
Interim Report by
Portfolio*

C. Facility Condition Inventory and Assessment Methodology

Task Understanding

Concurrent to the Space Inventory and Assessment, Parsons will lead the Facility Assessment Team in



performing the inventory and evaluate all County facilities in accordance with ASTM E 2018-08, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process as to visually observable unmet code requirements, Tier 2 ADA (as defined by ASTM) and other work necessary to make the space readily compliant with applicable laws, codes, regulations and ordinances, in order to assist the County in developing a long-range capital improvement plan.

Facility Assessment Work Plan

The assessment of specified buildings and their respective systems and components will be conducted through visual, non-destructive inspection and review of existing building data and maintenance history as described in ASTM E 2018-08, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

Our experienced assessors will populate data collected during the assessment in Parsons' capital asset management and planning software system, eCOMET, developed to store and analyze facility condition, suitability, and energy assessment data based on industry standards. A report of findings will be provided for individual buildings on each facility included in the work. The report will include a budget forecast for maintenance, repair and replacement (MR&R) activities to be performed in each building over five-year study periods. The Team will document the inventory of building components using the following outlined procedures:

1. County transmittal of readily available existing building data and maintenance history for designated buildings
2. Preparation of preliminary building cost models to Level 3 Uniformat
3. County facility administrators' completion of building condition survey and inventory questionnaires
4. Completion of an in-brief workshop at each facility to review available building data, maintenance histories, and condition questionnaires and collection of staff knowledge of existing facilities
5. Completion of non-destructive facility assessments and inspection of conditions to Level 3 Uniformat, including building digital photographs and verification of GSF
6. Completion of facility replacement cost models for each facility to Level 3 Uniformat
7. Completion of facility inventory configurations to model as-built life-cycle conditions by year built for each major addition of the building (>5,000 GSF).

The Facility Assessment inventory shall include but not limited to the following systems:

- Foundations
- Superstructures
- Substructures
- Exterior envelope
- Roofs
- Interior walls & partitions including finishes
- Exterior and interior doors & frames including finishes
- Floors/including Finishes
- Electrical high & low voltage/service & distribution
- UPS
- Security/surveillance & detection
- Telecommunication
- Fire & life safety/protection & detection
- Mechanical
- Plumbing
- Site works

Condition Assessment Method

Parsons will lead the development of the facility assessment and has developed the following method for the County:

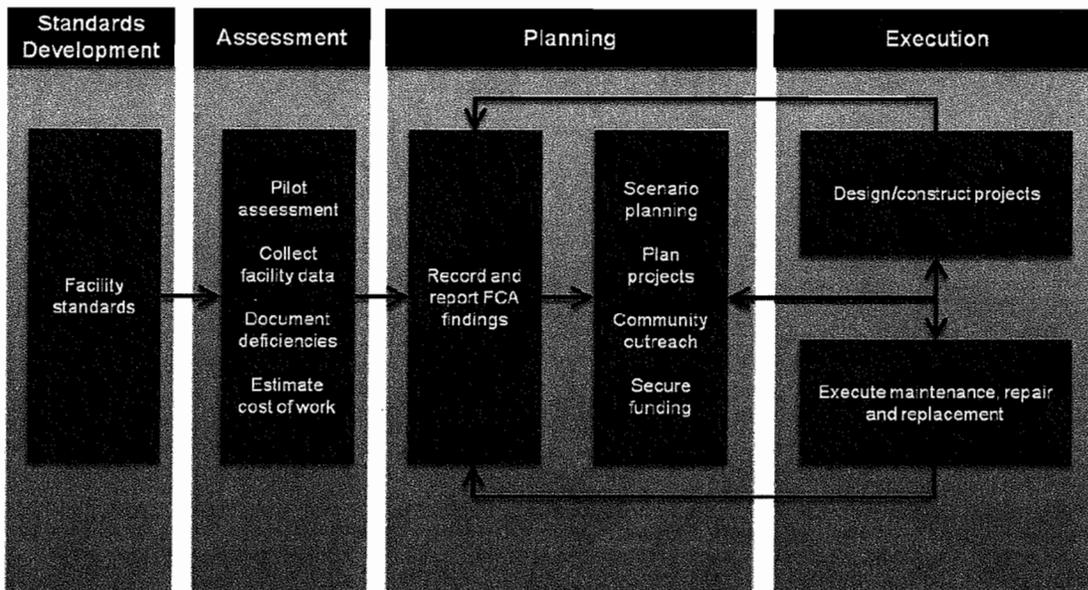
Task 1 – Project Initiation and Planning



The key to a successful facilities assessment is placing emphasis on team communication and pre-assessment planning before field surveys begin. With this in mind, we launch our facilities assessment projects with (1) a formal assessment kick-off meeting, (2) publication of a management plan, and (3) development of standard database conventions and deployment of advance teams.

Assessment Kick-off Meeting

1. Review the County's goals and objectives
2. Determine any special circumstances surrounding the assignment
3. Confirm the evaluation's level of detail
4. Define or confirm condition and criteria standards
5. Examine readily available existing data relevant to the project
6. Establish methods and procedures for the assessment, which will result in a safe and successful assessment to meet County expectations



Assessment Management Plan

The Assessment Management Plan will assist the team in addressing a consistent review of the facilities and include:

1. Master schedule identifying the phases for grouping properties and key milestone dates
2. Business rules for procedures to be used in the field, costs (hard and soft) to be included in the estimates, priority and categories for classifying deficiencies, and report formats
3. Existing data to be gathered, including readily available existing reports, drawings, and other pertinent data
4. Contacts and communication protocols for gathering data, scheduling assessments, identifying security requirements, and other procedural issues
5. Project roles and requirements for all aspects of appropriate methods used for management and execution of the assessment

Standard Database Conventions

Before the assessment is conducted, the Team will collaborate with the County to structure the



assessment database with data output and its use in mind. We will establish a hierarchical building portfolio that clearly indicates the buildings located at each site, the sites that comprise each facility, and the rollup of all facilities to the County's hierarchical portfolio structure as described below:

1. Cook County
2. Health and Hospitals Portfolio
3. Corporate Portfolio
4. Courts and Corrections Portfolio
5. Vacant Parcels (attributes only)

The Team will collect and store information that describes each building, such as building number, building name, address, building area, number of stories above and below grade, date of original construction, date(s) of significant expansions and renovation, building use, and current plant replacement value. We will assist the County with data tagging and classification such as priority and category tags. Using Parsons' eCOMET, each deficiency can be sorted using the following suggested tags:

- | | |
|-----------------------------------|------------------|
| ▪ Uniformat II System definitions | ▪ Safety |
| ▪ RS Means CSI code | ▪ Adverse effect |
| ▪ Deficiency priority | ▪ Distress |
| ▪ Deficiency categorization | ▪ Cost |
| ▪ Facility type | ▪ System |
| ▪ Function type | ▪ Material |
| ▪ Location of facility | ▪ Assessor |
| ▪ Type of correction | ▪ Date |



Advance Teams and Collaboration Portal

Parsons will organize "advance" teams to begin surveying the facilities coordinating with the Space Use Team to pre-assemble and organize readily available data required for the main assessment teams. Digital files of the background data will be provided in PDF format, sorted and indexed by campus, building, drawing name, and number. We will obtain and include any existing CAD files if readily available. All collected and transmitted data, photographs, and drawings will be located on the SharePoint Collaboration Portal, a digital secure website that will be available to the County as long as we maintain a contractual relationship.

The intent is to assist facilities personnel in uncovering problems with data, conditions, and client building point of contacts (POCs) well in advance of committing field resources. Advance teams will collect:

1. Readily available building inventory data
2. Readily available energy use and cost data
3. Readily available CAD drawings and PDF drawing files

Task 2 – Pilot Assessment

We recommend a pilot field assessment of a few representative facilities to fully develop and vet contact protocols, scheduling and tracking, on-site security and assessment protocols, follow-up



procedures, and draft report development. We will review data and draft reports to ensure our quality control measures result in consistent, accurate, and quality data.

The pilot assessment guides us through a full menu of methods, procedures, and reports that will be performed during the main assessment. This pilot serves as a checkpoint for the project team to review the data processes and reporting, and to determine whether information gathered supports the County's needs and objectives.

Our pilot assessment enables us to:

- Ensure usable data is being received and input correctly
- Review data reporting and presentation
- Refine reporting formats
- Refine software structure
- Adjust data scrub and validation procedures
- Set draft and final report standards

We plan to use advance teams and assessment teams to accomplish field collection work within a week, followed by approximately one-and-a-half weeks of data input into our eCOMET software. A draft executive summary report for each assessed building will then be developed, checked internally, and sent to County staff and facility managers for review. We expect that the review period will be limited to one week. Received edits will be incorporated within the database. A final pilot report will then be developed for County review and approval.

*Deliverable:
Pilot Facility
Assessment Report*

Task 3 – Main Assessment and Data Entry

The facilities will be assessed by our evaluation teams comprised of architectural, engineering, and construction professionals. Our condition teams will meet with the County's facilities and building facility staff to assess architectural/engineering (A/E), civil and structural systems, and mechanical, electrical, and plumbing (MEP) systems. As part of the assessment process, we will include:

1. In-brief conference: We will meet with the County building facility/maintenance staff prior to assessing each building to ensure that readily available building data is current and accurate. We will discuss problems the staff has previously encountered, corrective solutions used, and their effectiveness. We will also request information on anticipated or funded future projects. Our intent is to capture staff knowledge of the facilities and to help identify those items that may not be readily apparent during our field walk-through (leaking roofs during dry weather, for example).
2. Review of existing on-site documentation: the Team will review readily available building inventory documents prior to visiting the facility. Other critical information such as construction and repair dates and warranty information can often be determined from background documents. We will document sources of background data reviewed.



In addition, we will want to review readily available on-site existing facility reports. Examples of such



reports include:

- Maintenance histories
 - Engineering studies
 - Roofing inspections
 - Air and water quality studies
 - Accessibility studies
 - Previous assessments
 - Fire code and life safety assessments
3. Field assessment: We will perform a field assessment and create an inventory of building sub-elements, quantified by an appropriate unit of measure and grouped based on age, material type, and functional use. Inventory will be categorized in accordance with naming conventions outlined in UNIFORMAT II. The inventory will be defined at the Level 3 classification of Uniformat II. Additional attributes that more specifically describe each sub-element will be recorded, in addition to the Level 3 name.

The facility condition assessment will assist the County with information required to make sound decisions about capital reinvestment in its buildings. The Team understands that facility conditions are not the only factor in determining the renovations, replacements, or repairs to undertake and are, in many cases, considered in support of other business drivers such as impact on mission, risk, program changes, change of use, space planning needs or other organizational initiatives.

As part of the assessment, the Team will:

- Verify the GSF by building
- Summarize and analyze current asset condition and criteria, including providing narratives of each facility and site element, assessment assumptions, and detailed findings of in-field condition and criteria assessment work
- Provide a description of each specific building, major system, site, or utility surveyed, including a summary of recommended upgrades to each building
- Identify capital and expense cost, including life-cycle costs for creation of five-year increment budget plans
- Identify and prioritize existing deferred maintenance and deficient conditions that will take into account such things as health and life-safety issues, operation of building systems, building integrity, functionality, and operations
- Identify and document readily observable Tier 2 - Abbreviated Americans with Disabilities Act (ADA), County and local building survey
- Calculate the system condition index and remaining service life (RSL) for each Level 3 system
- Calculate rollup FCI, RSL percent, and current replacement value (CRV) for each facility
- Calculate campus rollup FCI, campus score, total replacement value, and RSL percent.

Field Assessment Tasks

Field assessments will be performed by construction, engineering, and architectural assessors with demonstrated experience in assessment of similar assets. Assessments will be performed in accordance with our tested methodology that incorporates industry standard ASTM E2018, "Property Condition Assessments: Baseline Property Condition Assessment Process." We will use effective quality assurance measures to develop data and results that are accurate, consistent, and meet County requirements.



As intrusive and destructive testing such as infrared roofing core sampling, soil testing, generator testing, and hazardous material testing are often very costly and disruptive, these are **excluded** as part of the standard assessment methodology. If observed field conditions warrant further testing, Parsons will make recommendations for such investigations, as appropriate.

Data Analysis

The Team will provide an evaluation of the percentage used of the service life span of building components for renewal forecasting. The assessment team will provide baseline standards for reference to support the service life for each system element. Deficiencies will be compared to existing County standards and scored for their relative conformity to the standards.

Create Deficiencies

Recommendations will be developed for a means of mitigation (a required action) for each deficiency identified in the assessment. Each deficiency will indicate whether the recommended action is a repair or replacement in kind, priority, distress, notes, photograph and other data pertinent to the deficiency, including a budget for repair or replacement.

Create Corrections and Repair Cost Budgets

Each deficiency will include a preliminary budget for the work. Soft costs will be listed separately and determined using fixed known percentages, based on project location and type. Estimates will be based on R.S. Means Unit Costs and other industry-standard costing methodology and data, to include the County's or a facilities' historical costs for repairs and replacement, indexed for building location and/or historical cost data provided by Parsons or the facilities' cost records. Cost models will include a customizable and defined escalation rate. Criteria correction budgets will be established for adequacy-related deficiencies based on Parsons' historical cost database. eCOMET will allow administrative changes to assumed escalation rates. Soft costs (owner's add-on project costs) will be configurable and applied as part of the facility and deficiency budgets.

Deficiency Priority

The Team will prioritize each condition deficiency identified in the condition assessment in the following suggested manner:

Recommended Priority Levels

Priority Description

Priority 1: Currently Critical (immediate)

- Require immediate action (code violation)
- Correct a cited life safety hazard
- Stop accelerated deterioration
- Return a facility or equipment to operation
- Repairs which provide a rapid return on investment, often including energy efficiency projects

Priority 2: Potentially Critical (year 1)

- If not corrected expeditiously, will become critical within a year
- Potential life safety hazard
- Intermittent operations
- Rapid deterioration that will lead to loss of facility operation

Priority 3: Necessary – Not Yet Critical (years 2-5)





- Repairs which provide a rapid return on investment, often including energy efficiency projects
- Associated damage or higher costs if deferred further
- Building or site improvements uncompleted due to inadequate funding or other reasons
- Repairs that will preclude predictable deterioration, potential downtime, and/or higher short-term maintenance costs, or replacement of building components that have exceeded their predicted useful life

Priority 4: Recommended (years 6-10)

- Sensible improvement to existing conditions that is not required for the basic function of the facility
- Overall usability improvement
- Long-term maintenance cost reduction

Priority 5: Does Not Meet Current Codes/Standards (“grandfathered”)

- No action is required at this time, but substantial work performed in the future may require correction

Predict Capital Renewal

Parsons will analyze and model the rates of degradation of each facility and report annually on the required reinvestment rate to replace Uniformat II elements as such elements become dysfunctional or beyond useful life. Elements of the analysis will include:

- Identification of the approximate replacement cost of each building and building element
- Rates of standard degradation of each element and the cost to replace/refurbish that element
- Current condition of each building element
- The ability to analyze multiyear outlooks and various combinations of building type reinvestment rates

Parsons and their Team members will populate the proposed facility asset condition database with decision support and reporting software with assessment data, budget estimates, and other results. The software will be the single repository for assessed asset-related data and will provide the Team with the ability to do the following:

- Determine long-term system renewal costs and timing, including multiple funding options and comparative analyses of these funding options
- Analyze the FCI for facilities’ assessed assets
- Prioritize capital projects based on standard decision criteria
- Demonstrate how the standard criteria can be configured to reflect county-specific objectives

Task 4 – Data Analysis and Reports

Reports may be developed on all aspects of the assessment data stored in the software, including standard reports and customized reports. Report customization will be done within the software using standard features. Reports will be easily sorted by facilities name, campus name, county, and city. Information in draft reports that will be submitted to the County for review and comment includes:

- Narrative summary: A description of the facilities and a summary of deficiencies listed within each section of the detailed report
- Facility photographs: Representative deficiency examples from digital images captured during the assessment process
- Facility work type summary: A summary breakdown of type of work and total costs for each



facility for capital renewal and deferred maintenance

- Facility system summary: A summary breakdown of the total costs for a facility by assessed system
- Assessment details: Details about assessments performed

Facility Condition Indices

Using eCOMET software technology, we will develop an FCI or condition index (CI) for each assessed facility and quantify the deficiencies, and a system condition index (SI) based on EMS calculation methods. The indices are calculated by dividing the total value of current period deficiencies by the replacement value. The indices can be used to provide a comparative analysis of the facilities in the assessment and can be run on multiple facilities, allowing the County to measure the condition of a portfolio.

*Deliverable:
Facility Condition
Inventory*

Capital Renewal Budgets

With the information compiled, the Team will develop forecasts for renewal of building systems through life-cycle analysis. This forecast will assist in creating budgets for future capital renewal. Additionally, it will allow the long-term projection of renewal. Future period work is estimated by taking the cost of a particular system renewal and forecasting the date of renewal by determining the expected life. We break down building components using this same logic.

Because the forecast is based on existing building systems, we can monitor annual expenditures and improve management of building conditions. Projecting these renewal costs over multiple years shows the predicted versus actual expenditure allocation. Together with the building conditions in the database, this information indicates where revisions are needed in the prioritization of projects.

Deferred Maintenance Management

We will sort and query different possible combinations of data for analysis once the deferred maintenance issues have been noted and estimated. eCOMET software can help the County manage the backlog correction. Parameters for analytical sorting include system, material, correction, flag status, distress, status, category, possible reason, priority, adverse effect, surveyor, date range, estimate amount, miscellaneous, adjustment percentage and keyword search.

Long-range Capital Planning

The Project Team will assist the County in developing a long-range plan by predicting future renewal expenditures necessary to meet the County's goals. In addition to identifying the existing deficiencies, we can develop a renewal forecast for each building. The purpose is to anticipate future costs for replacing facility systems or components.

Plan for Grouping Repair and Replacement Actions into Potential Work Packages

The Project Team will use its construction and program management expertise to analyze condition data to prioritize recommended work at each campus. We will use horizontal and vertical procurement criteria to develop five-year incremental capital spending plans. Criteria will include at a minimum suggested approach:

1. Projects consistent with the requirements of legal or court-ordered mandates
 2. Renovation projects that directly impact an entity's ability to support its primary mission.
 3. New construction projects that directly impact an entity's ability to support its primary mission.
-



4. Projects to address renovation of buildings that are obsolete due to age or condition
5. Projects that previously received partial funding or equipment not previously funded but required to complete a capital project.
6. Renovations of existing space to address deteriorated physical conditions or functional deficiencies.
7. Other projects that do not directly support the entity's primary mission.
8. Projects of a true emergency nature to avoid immediate damage to persons or property or the environment or unforeseen maintenance projects absolutely essential and indispensable to an entity's operations.
9. Special opportunity projects such as those partially or fully funded with federal grants or private donation(s) that require immediate construction, renovation, or demolition of space and/or cannot wait until the next budget cycle.
10. Unique properties such as historically significant, county-significant, recognized landmarks, etc.
11. Projects in buildings where the proposer recommends the County continue to invest in its long-term ownership and use based on relevant contracted scope of work and factors consider by the proposer, including, but not limited to, needed expenditures for future capital and maintenance projects based on facilities condition overview or assessment surveys, FCI information, etc.

Planned Deliverables

The Team will prepare a report of findings for each facility included in the work. These reports will include an executive summary and will provide recommendations for maintenance, repair, and replacement over the analysis study period. Reports will be supported by standard reports generated from the Capital Asset Management Software system, eCOMET. Either the County's non-proprietary software or Parsons' eCOMET will be used to provide information describing the following, for each building included in the assessment:

- Sub-element inventory for each building
- Facility condition and remaining useful life forecast
- Five-year budget estimates for each building for MR&R of sub-elements included in the inventory.
- Recapitalization plan for capital forecasting
- Cost data describing the "deferred maintenance" backlog in each building included in the scope.
- A description of the assumptions used to analyze the data.

A drafty copy will be delivered for each facility for review and approval by the County prior to providing a final report. Draft reports and supporting data will be transmitted to the County in electronic file format using Acrobat, Microsoft Word, or Excel and will be delivered via email. After the County provides its review comments, the draft reports will be modified as necessary and produce a final report by facility.

Ongoing Operations and Maintenance Costs Reduction Study Method

Parsons will assist US Equities with analyzing the condition and assessment data in comparison to facility master planning data to create a study of operations and maintenance costs and to develop recommendations for cost reductions by facility.

U.S. Equities will draw on the experience of the Asset Management in evaluating properties from a best practices standpoint. We will perform an in-depth review of all operating costs. These costs will



be benchmarked and compared to like type properties using industry standards from BOMA, IREM, ULI and IFMA. We will develop a matrix showing where the County's real estate ranks as it related to the public marketplace. We will also make recommendation how the County could reduce operational costs on a property by property basis.

Development of Web-based Facility Assessment Maintenance Guides and Training Method

Software Maintenance and Support

Parsons will create web-based e-manuals for the assessment maintenance guides compatible to the County's own web-based systems based on the data gathered.

If the County elects to use Parsons' state-of-the-art eCOMET software, the County's eCOMET web homepage will contain login instructions, on-line help and documentation. Support will include maintenance of the installed version of the eCOMET software and functionality, unlimited use of the technical support hotline, and continuous software updates through the period of performance. Support services are comprehensive throughout the period of performance, and fees will be negotiated under the initial contract to cover all provided services. Following the period of performance, support services will be provided under an annual subscription agreement to include:

- Maintenance of eCOMET software and functionality
- Technical support hotline
- Automatic software updates
- Webinar conferencing for technical support issues
- Webinar conferencing for refresher training
- Updated user manuals annually
- 10 hours per month labor for any issue

Support Period

Parsons will provide licenses, support and hosting included within the contract period of performance as broken out in the fee proposal. Thereafter, Parsons offers continuing support through periodic agreements in minimum one-year increments. The amount of services and support is flexible to fit the County's needs.

Training

Training is provided as an integral part of our basic services. We recommend a "cascade training" approach. Under this approach, we will first train your home office administrators at your designated location, preferably an electronic training classroom with Internet connectivity for all trainees. Training levels are Executive (2hrs), User (12 hours), and Administrator (16 hours) over a four-day period. Each course builds on its predecessor.

Next, we envision a County quadrant approach to group training throughout Cook County in county-provided electronic classrooms over the course of about four weeks, targeting no more that 12 to 15 in each class from area institutions. Each training session will last two days for users, assuming the County head office will include all the administrators.

After the initial software training investment, Parsons can provide the County with additional software training to maximize the life of your assessment through cost-effective technical support and features-



specific training via Webinar conferencing. Trainees will be able to view the application in real time as the instructor demonstrates the use of the eCOMET software. We will continue to offer training services after completion of the project through annual hosting and support agreements.

Manuals/Training Guides

Parsons provides and maintains software manuals annually to registered users as part of its support services:

- Administrator’s Manual: A manual containing complete descriptions of the database setup and customization variables for database administrators. Most aspects of eCOMET are administrator defined.
- Users Manual: A manual for database users that describes how to enter data and run reports
- Feedback Manual: A manual describing how institution data reviewers interact with the eCOMET database to influence data updates and revisions

eCOMET™ Capabilities

Single screen navigation between facilities, deficiencies, filters and projects	Functional and educational adequacy data fields
Electronic data collection using eCOMET Remote	Digital photograph interface
Embedded RSMeans deficiency cost estimation data, including local city costs indices; costs automatically update annually	AutoCAD drawing interface
Embedded soft cost template	Funding vs. FCI analysis
Deficiency and correction interactive library	Pre-set reports and inquires
Client defined database structure and field set-up	Report writer feature
Pre-set and client-defined data filters	Project planning and project management software interface
Owner data and survey inclusion fields	Designed to ensure system and data integrity
Capital renewal life-cycle forecasting data fields	Recoverability – designed to facilitate business continuity in the event of problems
Building and system deficiencies data fields	Able to interface with MS Word, MS Excel, MS Project, AutoCAD, Photos
Equipment inventory data fields	Provides access for unlimited access, with an ability to add users as requested
Space utilization data fields	Graphical and tabular reporting mechanisms
Room inventory data fields	Accepts existing building information including drawings, pictures, plans and other digital media. Historical information accessible throughout life-cycle of each capital asset. Existing data from various assessments (asbestos, seismic, loss prevention) can be recorded in system.
Project planning	Provides planning, development and prioritization of facility projects



Generating and Accessing Reports

eCOMET provides more than 60 pre-defined reports and inquiries based on client-defined filter parameters, published as rich text or Adobe PDF documents. Most of the reports can be produced in a PDF or Excel format. Reports can be customized by our software team to meet specific County reporting requirements. Ad-hoc reports can be produced in eCOMET with the Report Writer. A list of standard eCOMET reports is included in the Appendix.

Specifications, Costs and License Fees

There are no eCOMET license fees; the County will be able to use the software indefinitely based on Parsons' selection for the project and execution of the eCOMET license agreement to protect Parsons' intellectual property rights.

Parsons will develop the County's database and host the data on its servers during performance of the assessment services and the follow-on year to ensure data integrity and functionality.

1. Hardware required to support eCOMET:
 - eCOMET Application Server: 2 x dual quad-core CPUs using 4GB of memory per CPU and 900 GB of RAID mass storage
 - eCOMET MS SQL Database Server: 2 x dual quad-core CPU using 4 GB of memory per CPU and 900 GB of RAID mass storage
 - Backup and Recovery Hardware: for backup and recovery we propose a LTO tape solution capable of storing 5TB on tape
2. Software
 - Site Assessment Data Collection: Parsons' eCOMET Remote
 - eCOMET Database: MS SQL Server

*SEE INSERT 2 FOR LICENSE FEES
AFTER AGREEMENT EXPIRATION*

D. Additional Requirements Related to Specific Portfolios

Task Understanding

The Project Team understands that there are specific areas already identified as requiring special attention as the team works through the analysis of existing space: Hospital analysis, understanding of Juvenile Temporary Detention Centers, Court and Corrections, Storage of Files and Equipment, Highway Department. These groups have unique operations and benchmarking requirements. The US Equities Project Team includes experienced individuals who bring experience to the team on each of these focused areas. The specific and varied approach is presented below:

Health Care Lead - Alan Wilson Detention Center- Bill Proctor Courts- Bill Proctor Corporate, Storage and Files –Martha Bell Vacant Land – Stephen Simsic

Hospital and Health Care

Our proposed approach to the evaluation of the medical properties is developed in two layers. The first layer, as described herein, includes the facility assessment with the evaluation as requested in the Request for Proposal. All sites and facilities will be evaluated via on-site observation. Each facility will be toured to develop the requested evaluation. Executive leadership at each institution will be interviewed to gain the benefit of their experience and insight and develop an understanding of space deficiencies or surplus that may currently exist. These perceptions will be benchmarked against

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9. Training: Please discuss in more detail the "cascade training" approach described in the proposal. Is there any provision for continuing education? if not, could that be provided and for what fee?

Parsons' "cascade training" approach for eCOMET refers to first training the database administrators, then training the County's field users. We will first train your home office administrators at your designated location, preferably an electronic training classroom with Internet connectivity for all trainees. Training levels are typically: Executive (2hrs), User (12 hours), and Administrator (16 hours) over a four-day period. Each course builds on its predecessor.

Next, if the County elects to have its field facility managers maintain the data through direct access to the database, we envision group training throughout Cook County in County-provided electronic classrooms over the course of about four weeks, targeting no more than 12 to 15 persons per class. Each training session will last two days for users, assuming the County head office will include all of the administrators.

After the initial software training investment, our team can provide the County with additional software training to maximize the life of your assessment/inventory data through cost-effective technical support and features-specific training via Webinar conferencing. Trainees will be able to view the application in real time as the instructor demonstrates the use of the eCOMET software. We will also continue to offer training services after completion of the project through annual hosting and support agreements.

Fees for eCOMET™ Hosting and Support are as follows:

Parsons Hosted eComet Database				
Description	Included	Assumptions	Annual Fee	Notes
eCOMET™ License	Yes	Annual Renewal	\$0	▪ Unlimited Users
eCOMET Data Hosting (Optional-Post Period of Performance and Recommended)	<ul style="list-style-type: none"> ▪ Data protection and security with daily/weekly/monthly data backup to secure archive. Data managers online and direct for support. ▪ Accessible 24x7 via MS Internet Explorer web browser ▪ Server maintenance ▪ Incorporated firewall technology 	12 months included on base assessment	\$12,000	<ul style="list-style-type: none"> ▪ Hosting is an annual subscription service invoiced in advance once annually for unlimited number of users and unlimited storage capacity ▪ Help desk via email and 800 number during regular hours of operation 8:00 am to 5:00 pm CST ▪ Monthly Microsoft security and application patches ▪ Dual firewall protection at DMZ and Parsons' network ▪ Daily, weekly, monthly client data backup

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Parsons Hosted eComet Database				
Description	Included	Assumptions	Annual Fee	Notes
eCOMET Technical Support (Optional- Post Period of Performance)	<ul style="list-style-type: none"> ▪ Maintenance of eCOMET™ software and functionality ▪ Technical support hotline ▪ Automatic software updates ▪ WebMeeting conferencing for technical support issues ▪ WebMeeting conferencing for refresher training ▪ Updated user manuals annually 	12 months included on base assessment	\$15,000	<ul style="list-style-type: none"> ▪ Automatic software upgrade configuration and maintenance ▪ Help desk and Trouble call support via email and 800 number during regular hours of operation 8:00am to 5:00pm CST ▪ Provided in up to 10 hour/month increments; additional prior authorized labor will be provided on a per case basis in excess using a mutually agreed to hourly rate. Additional time and material fees will apply for on-site troubleshooting. ▪ Automatic push-down improvements ▪ Included within monthly subscription ▪ Unlimited electronic manuals
Annual RSMeans License Updates (Optional- Post Period of Performance)	<ul style="list-style-type: none"> ▪ Licensing fees for RSMeans subscription annual cost data updates ▪ Post Period of Performance and annually (This includes one license and the labor associated with installing the updates. Multiple licenses may be purchased.) 	Subscription Year of Contract Effective Date included on base assessment	\$3,200	<ul style="list-style-type: none"> ▪ Assumes 1 individual RSMeans subscription license for year for year of contract effective date at the then current RSMeans prices



national norms for similar institutions. It is anticipated that in most cases, only a single interview will be required to assemble the baseline.

The second layer, as described herein will go into greater depth at each of the major facilities like the Stroger Hospital, Provident Hospital, Fantus, Rothstein-Core and the Oak Forest Campus. At each of these facilities, in addition to interviewing Executive Leadership, additional interviews will be conducted with each individual department director to gain added depth of understanding as to the space and condition of their individual departments. These departments will include major diagnostics, therapeutics and ancillary services. It is not anticipated that this level of investigation will be required at the satellite clinic and outpatient service locations.

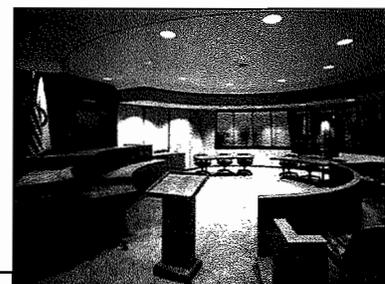
Juvenile Temporary Detention Center

The County has been involved in long facility conditions litigation and court oversight as the result of overcrowding in one of the nation's largest single-site youth detention facilities. An assessment of whether the existing large detention facility should be replaced with several smaller, geographically separated facilities is required. Parsons will prepare an analysis of the existing facility conditions and operational programs, with the objective of establishing a baseline for the development of options for the future. Considering the long duration of criticism and courts oversight, urgency in the schedule for evaluation of alternatives and budgets for the juvenile facilities will be a high priority.

- **Needs Assessment** –
 - analyze facility space against state and national standards, establish an existing facility operational baseline
 - define the needs for future facilities and programs,
 - examine existing and potential alternatives to incarceration
 - evaluate and recommend healthcare and educational programs and services
 - evaluate recidivism and causes
- **Litigation Issues Assessment** – Review existing litigation/court order record, for guidance on the required framework for options.
- **National Juvenile Facilities and Operational Programs Benchmarking** – a review of best practices and options implemented in other urban jurisdictions who have successfully dealt with similar issues and conditions.
- **Alternatives work sessions with Stakeholders** – Facilitate a series of work sessions with the County's Special Juvenile Detention Committee and other stakeholders to develop and evaluate facility alternatives. Our work session approach is designed to build consensus around complex justice facility issues. The work sessions will evaluate upgrading the existing Juvenile Detention Center and explore options for smaller geographically separated facilities
- **Alternatives Development** – Development of facility alternatives, in a format for objective comparison and decision-making.
- **Recommendation** – develop and support the County in presenting recommendations for how to proceed.

Cost impacts of large facilities vs. smaller facilities

It is well known that smaller, localized juvenile facilities not only provide for improved security, better programs and adjudication, as





well as improved family and community resource linkages; however a network of smaller facilities is usually more expensive to build and operate. But when compared to the cost of a very large, deeply embattled centralized facility, and the cost of bringing it into compliance with standards to satisfy the courts in conditions litigation, smaller facilities can be a more attractive alternative. In other parts of the US facing similar budget challenges, we have been exploring renovation, and re-missioning of older facilities as a component of significantly reduced capital programs providing community level satellite services in a decentralized juvenile justice system. Changing the facilities opens the opportunity for changing the way the facilities operate and provide services in order to reduce the operating costs when compared to the cost of operating the existing facilities in compliance with court orders and oversight. The opportunity for linking facility improvements with alternatives to incarceration programs offer further opportunity for significant overall cost reductions.

Courts Facilities and Operations Best Practices

Courts throughout the US are dealing with ever growing case load at a time of significant budget cuts. The courts have become a bottle neck leading to extensive delays in civil litigation and overcrowding in jails due to delays in criminal adjudication. Many jurisdictions are managing the problem through the implementation of creative case management techniques and improved use of technology. Several jurisdictions have done excellent work in benchmarking their operations and preparing best practices analysis of improvements around the US and Canada. Our experience in courthouse projects as well as our participation in Courts organizations such as the National Association of Court Management (NACM) provides access to the best practices body of knowledge for courthouse space use, technology, case management and the numerous operational issues. We use this benchmark data to tailor recommendations to our courthouse clients specific needs and operational approaches.

Compliance with Existing Standards

Adult Detention Facilities, Courts and Juvenile Facilities are each guided by specific and detailed facility and operational standards such as the Illinois Supreme Court Courtroom Standards, as well as applicable state and federal custody facility standards, which serve to provide a benchmark for measuring function and performance. Parsons will provide a preliminary assessment of the facilities for compliance with each applicable standard in order to identify problem areas.

E. Vacant Parcel Analysis

Task Understanding

Cook County has listed 290 vacant parcels (the "Vacant Parcels") that are generally considered to be excess. These parcels need to be inventoried, analyzed, categorized, and valued so that they may be efficiently disposed of. For these parcels, procedures need to be created to generate the highest proceeds for the County in the shortest period of time while also being fair and open to the public. The procedures must incorporate approvals of both Illinois Department of Transportation and Cook County. Community and economic development concerns must also be addressed in terms of current and use of the property. Valuations and a method for updating them must be part of the plan. Property information and categorization shall be in electronic format such that it can be included as a layer in the County's geographical information system (GIS). Properties will also be included in eCOMET.



Vacant Parcel Work Plan

The Project Team lead by U.S. Equities will interview Cook County officials who oversee excess parcels to understand County goals and the state of information on the parcels.

Basic property data research will be conducted on the 290 Vacant Parcels such that size and locations can be known and mapped. Where needed, site visits will be completed to review the parcel attributes.

All parcels will be reviewed and categorized in two categories:

- Low Value Excess Properties
- Marketable Properties.

A baseline will be created providing land value per square foot range for the 17 districts of the County. These values will be used as guidelines for appropriate sale price of any properties that are sold. Appropriate adjustments to value will be made as part of the disposition procedure.

Disposition procedures will be developed for both the Low Value Excess Properties and Marketable Properties categories. This procedure will be crafted to be efficient in terms of time, resources, and money spent and to be open and fair to the public. It will also address the approval process of IDOT and CCHD such these bodies have necessary controls but also in a way that expedites dispositions where appropriate. A method for incorporating community, economic development, and other public concerns will be included.

F. Strategic Asset Realignment Plan

Task Understanding

In summary, the County looks to pay less for its real estate, get more from it, and lease or sell the excess. The Strategic Asset Realignment Plan will provide a pathway to achieve the County's goals as set forth in this RFP. A preliminary plan will give it immediate ways to get started and will be due in 120 days. The comprehensive final plan will be due 12 months after the project starts. Other purposes of the plan are to improve efficiency in the use of real estate assets and to develop standards for the use of assets both for decision making about the current portfolio and for making decisions on an ongoing basis. This plan will cover three portfolios of assets: corporate, courts and corrections, and health and hospitals. The vacant parcels are covered by a separate scope of services. In addition, a disposition plan must be created. This disposition plan will cover the vacant parcels and any properties identified as excess through the other components of this project. Such properties could include properties that could be leased or sold.

Strategic Plan Methodology

The Strategic Plan is the culmination of the work completed by the entire Project Team. All aspects and portfolios feed into these analyses and recommendations to be set forth by the Project Team. Specifically the Team will be delivering the following documents to the County:



- Space use standards and procedures
- Final space utilization and consolidation plan, including special attention to:
 - Juvenile Temporary Detention Center
 - Courts
 - Storage
 - Maintenance garages
- Long range capital improvement plan
- Sale and leaseback options
- Disposition plan
- Identification of cost savings

PRELIMINARY PLAN (120 days)

The Preliminary plan will be developed based on the preliminary findings of the Project Team. In order to establish the early findings, it is essential that the various aspects of the project yield preliminary findings or potential strategic alternatives within 60 days. Both the facility condition review and the review of use of space will be important inputs. The findings or alternatives would then be analyzed and shaped into recommendations over the following 60 days. The scope of work will be designed to get the project started in such a manner. For this phase, the Team with the County Oversight Committee will take the following steps.

Task 1 will be to coordinate a discussion with the team and with the County to identify the first run of candidate concepts for cutting real estate costs or increasing efficiencies such that excess real estate can be sold or leased (the "Candidates"). Findings will be based on first round of assessments, research, and benchmarking.

*Deliverable:
120 Day
Preliminary Report*

As the teams for both the Space Utilization Analysis and Facility Assessment get going their scopes of work will be focused to produce data necessary to evaluate the Candidates within two months of initiating the project.

Task 2 will require evaluation of the data on the candidates. This step will likely include additional analysis beyond what is done by the Team members focusing on facility condition and use of space. For this step, we will set up financial and operational analysis to confirm whether the early concepts for savings deliver real estate to the County in ways that cost less and improve functionality. Concepts will be presented to the Oversight Committee.

Task 3 will be to make a recommendation of the ten Candidates with the best prospects of making the most impact on the County's real estate costs (the "Top Ten"). The recommendations will include both a financial and operational rationale and will cover impact on annual expenses as well as capital expenditures.

Finally, the Team will develop a plan for implementing the Top Ten to incorporate into the 2013 budget. The plan will include timing, any resources necessary to execute the selected concepts, and an outline of the decision and other processes necessary to achieve the savings.



FINAL PLAN

The Preliminary Plan will focus on near-term strategic options; the Final Plan will be a comprehensive review of the County's real estate. Individual elements of the project will generate their own improvements, efficiencies, and savings. Additionally, the synthesis of certain elements will also yield the same. All of these benefits will be compiled into the Final Plan. Beyond the individual scopes of service, in order to prepare the Final Plan, the Team will:

Deliverable:
Final Plan

1. Discuss the role of each individual element of the project and set them up to ensure that they produce the data, analysis and findings that will help realign the County's real estate with its mission and purpose.
2. Meet on a regular basis to review elements of the project to ensure they are on track to produce desired results.
3. Meet on a regular basis to convert the flow of data and analysis into opportunities for improvements, efficiencies, and savings.
4. Redirect where necessary the individual elements of the project such that resources are spent where they have the best chance of producing positive results for the County.
5. Coordinate with County representatives to vet potential opportunities for improvements, efficiencies, and savings.
6. Conduct additional analysis to confirm that the opportunities produce both financial and operational benefits.
7. Prepare preliminary recommendations and vet them with the County.
8. Prepare a final comprehensive realignment plan.

Methodologies, plans, or scopes or services for individual elements of the Final Plan follow below:

Methodology and plan for developing space use standards and procedures

The first step is to investigate the current County standards, based upon the information gathered from the Program Surveys and the one on one Program interviews with the different County user groups; in order to quantify and qualify the number of space standards currently in use. This information is documented in a spread sheet of space standard types identifying the user groups associated with each type. Notes amplify the quality of those space standards currently in use by the County. Based upon the documented information, the team identifies the minimum quantity of space and component standards required which will meet 95% of the user group requirements. At this time, legal requirements for the space standards are also identified. These findings are then presented to the County's key representatives for approval.

The next step is the development of the space use standards. Best practices suggest limiting space standards to as few as possible. It is well documented that limiting the number of standards directly correlates to real estate savings while increasing user flexibility and lowering churn or move costs.

Two components are studied which directly affect the development of the space standards. These components are the typical structural module of the majority of buildings in the County portfolio, and the typical modules of the majority of components that may be utilized in creating these standards.



These elements are a critical factor so that the most efficient standards are developed which maximize available space while minimizing waste of material.

Part of the development of the space use standards is to identify the smallest kit of parts which allow for the greatest user flexibility while keeping a consistent footprint. Opportunities are developed so a space standard might be utilized for other functions; such as converting an enclosed office into a conference room or exam space for instance, or combining two spaces that might be utilized for a new function altogether. This methodology affords the greatest efficiency and flexibility for the users. During the development of the space use standards they are tested utilizing representative floor plans and user groups from some of the County's portfolio of properties.

The space use standards are then presented to the County's key representatives for approval, and once these space use standards have been vetted; they are documented in a space use standards manual and incorporated into the project dashboard.

Methodology and plan for developing final Space Utilization and Consolidation Plan

The first step in developing the final Space Utilization and Consolidation plan is to identify and confirm the properties from the County's portfolio which present the best opportunities for consolidation. The best properties offer a high degree of efficiency, flexibility, and quality of space, location and building systems. These properties are also reviewed based upon their proximity to one another and to critical services necessary for the departments. The selected properties are reviewed with the County's representatives for approval.

Once the properties have been identified, the departments which will be located in the selected properties are confirmed as well as the new space use standards are incorporated which best support the functional groups. Areas which might be shared between groups such as conference rooms, exam rooms or other support spaces are also identified. Critical adjacencies between departments and between functional groups are determined based upon the Program Survey information previously gathered, now resident within the project dashboard. Blocking and stacking diagrams for each property are created using this information and presented to the County.

The next step is to develop a universal planning concept for each property which incorporates the Program Survey documentation and space use standards for each department or group being located in the property. The purpose of the universal plan is to create a simple, efficient and flexible framework for each property to which a department's Program might be layered. This plan presents the best opportunity for real estate savings, optimum space utilization and the most effective consolidation.

Once completed these plans are presented once again to the County for affirmation and entry as part of the Real Estate Realignment Plan.

Creation of a Disposition Plan

Consolidations and efficiencies will yield excess property that can either be sold to generate capital or leased to generate annual revenue. We will give on-going input to the other elements of the project to make suggestions of properties that can be disposed of. Particularly, we will make those suggestions



where there could be great financial benefit to the County. In this way, consolidations, efficiencies, and dispositions will be coordinated.

The Project Team will coordinate with all components of the project to identify properties that can be leased or sold to generate revenue. This includes vacant land as well as existing buildings. For properties that can be leased ("Properties for Lease"), the Team will identify a range of market rents and other expected lease terms. For properties that can be sold ("Properties for Sale"), we will identify a range of market values.

From all Marketable Properties (see Vacant Parcels Plan for definition), Properties for Lease, and Properties for Sale, identify the properties have the greatest potential to generate maximum revenue to the County in the shortest period of time.

A disposition plan will be created for all Properties for Lease and Properties for Sale and combine it with the disposition procedure for Low Value Excess Properties and Marketable Properties mentioned in the Vacant Parcels Plan scope of services. The Disposition Plan will include recommendations on the best method of disposal (lease, auction, seal-bid offering, open-ended listing, etc.), timing for disposal, fair and open process, methods for handling County approvals and procedures for disposing of and vacating property, etc. The plan will also consider long-term County plans for use of space to ensure that disposed of properties are not needed in the future or are leased instead of sold where appropriate.

Create a Sale-Lease Back Plan

For certain County properties, financial efficiency would generate savings via sale-leaseback. This determination will be made in conjunction with County officials charged with managing its balance sheet and use of capital. We will review the County portfolio for opportunities to create such financial savings and consider the context of the entire County portfolio. For example, we will advise the County on the optimal balance of owned versus leased real estate.

A preliminary review of the County portfolio will identify likely candidates for sale leaseback. Analysis of the County portfolio will allow the Team to create a recommendation for how much real estate and which properties can be leased instead of owned.

Coordination with County officials and the Oversight Committee will provide understanding of the key financial parameters under which the County operates. The Team will conduct financial analysis of candidate sale-leaseback properties to determine whether such a transaction is financially beneficial to the County.

In the end the Team will conduct market analysis to determine likely market interest in purchasing the subject properties and for properties recommended for sale-leaseback, prepare a plan to execute the transactions.

Recommendation for Five Year System-Wide Master Plan

The Facility Conditions Inventory and Assessment in combination with Analysis of Space Use will provide a comprehensive baseline for supporting a five year system-wide master plan. A thorough understanding of the conditions of existing facilities combined with an understanding of existing



operations, inefficiencies, and other problems provides a basis for system wide master planning that first considers highest and best use of the existing facilities. Long-term planning based on an objective assessment of existing facilities and operations opens up possibilities for upgrades, repurposing and adaptive reuse of existing facilities for significant cost savings in long-term master plans. The hard data from the assessments provide an objective basis for first reusing the resources already in place, planning for upgrades to improve facility performance and operating costs, and minimizing the requirements for acquisition and new construction. Based on the facilities and operations assessment, a prioritized capital improvement plan will be created which will serve as the starting point for a five year system-wide master plan. Our approach will be to first determine the highest and best use of the existing facilities, with facility and system upgrades and minimizing new construction requirements.



COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

EXHIBIT C
KEY PERSONNEL

Bob Wislow	U.S. Equities Realty, LLC
Marty Stern	U.S. Equities Realty, LLC
Roark Frankel	U.S. Equities Realty, LLC
Suzanne Kahle	U.S. Equities Realty, LLC
Stephen Simsic	U.S. Equities Realty, LLC
Mike Damore	Epstein
John Oualline	Parsons
Bill Proctor	Parsons

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

EXHIBIT D

SUB-CONSULTANTS AND SUB-CONTRACTORS

Epstein
Parsons
Ardmore Associates, LLC
Construction Cost Systems, Inc.
Environmental Design International, Inc.
Ernest R. Sawyer Enterprises, Inc.
Johnson & Lee, Ltd.
Milhouse Engineering & Construction, Inc.
Primera Engineers, Ltd.
Tilton, Kelly + Bell, LLC

Additional firms may, subject to County approval, be added as subcontractors or sub-subcontractors for the Project.

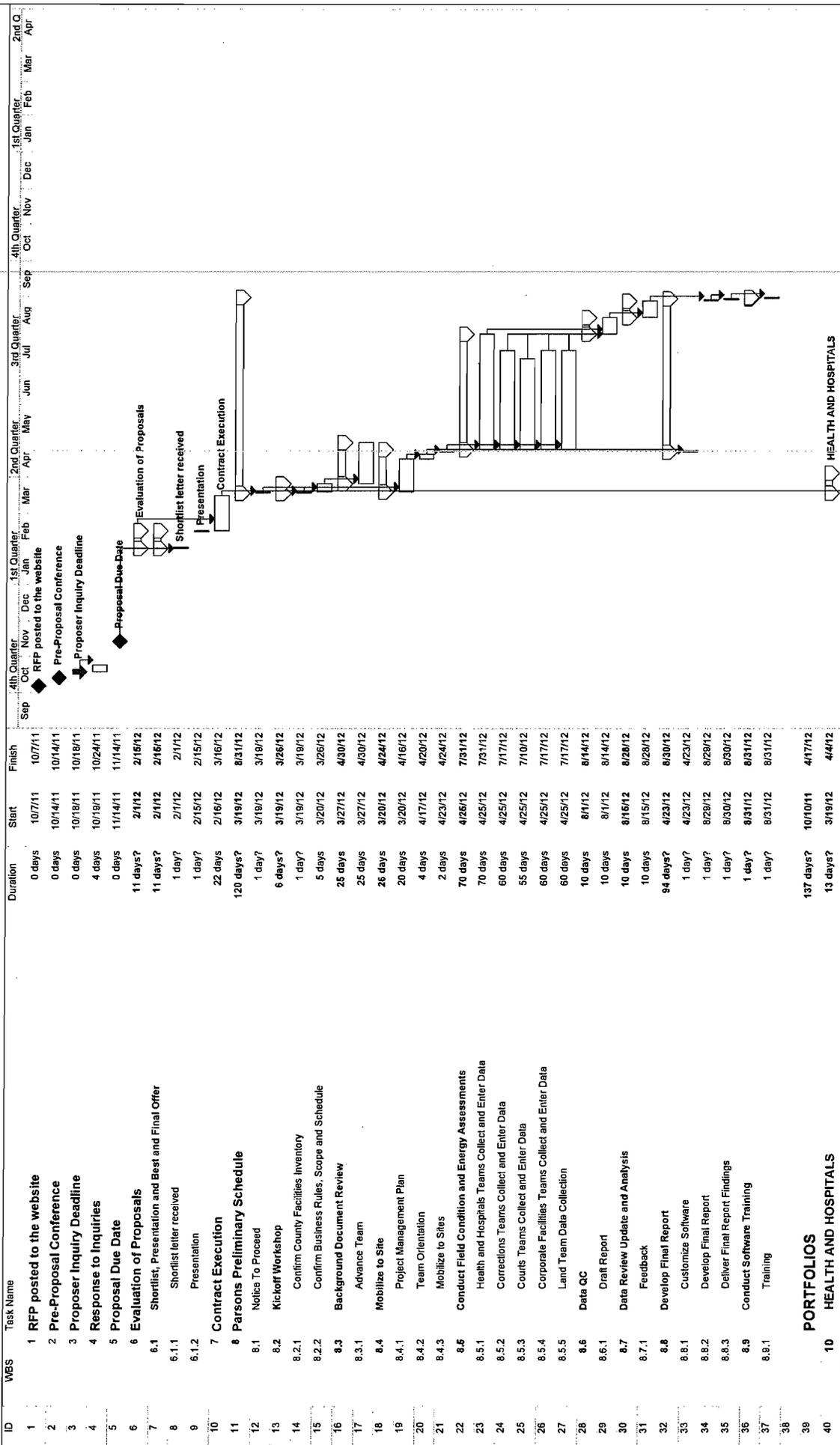
COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

EXHIBIT E

PROJECT SCHEDULE

A draft schedule for informational purposes only is attached here as Exhibit E-1 (the "Preliminary Schedule"). The Project Schedule is to be submitted for County review and approval within thirty (30) days after the Effective Date of this Agreement.

Cook County Real Estate Asset Strategic Reassignment Plan
Preliminary Planning Schedule
Exhibit E-1



COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

EXHIBIT F

SPECIAL PROVISIONS OF THE CONTRACT

Intentionally omitted.

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

EXHIBIT G

COST LOADED SCHEDULE

[To be prepared by Consultant and provided to the Project Director for approval within thirty (30) days after the Effective Date.]

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

**EXHIBIT H
FEE PROPOSAL**

Fee proposal is attached here as Exhibit H-1 and H-2. The total listed cost in the fee proposal H-1 is a not-to-exceed amount, but the allocation of proposed fee and reimbursable costs shown in H-1 are approximations only; final allocation of predicted fees and Reimbursable Expenses within such not-to-exceed amount will be established by the approved Cost Loaded Schedule.

Exhibit H-1

BASIC SERVICES	Not to Exceed Fee
CCHHS	
Space Inventory, Analysis and Plan (Sec. 2.8.1 - 2.8.6)	\$ 1,007,113
Facilities Assessment and Condition Study (Sec. 2.8.7.1 - 2.8.7.4)	\$ 734,038
Real Estate Asset Strategic Re-alignment Plan (Sec. 2.8.8 - 2.8.14)	\$ 501,025
Subtotal for CCHHS	\$ 2,242,176
CORPORATE	
Space Inventory, Analysis and Plan (Sec. 2.8.1 - 2.8.6)	\$ 728,511
Facilities Assessment and Condition Study (Sec. 2.8.7.1 - 2.8.7.4)	\$ 403,898
Real Estate Asset Strategic Re-alignment Plan (Sec. 2.8.8 - 2.8.14)	\$ 453,800
CADD Licenses (Sec. 2.6)	\$ -
Subtotal for Corporate	\$ 1,586,209
COURT AND CORRECTIONS	
Detention Facilities	
Space Inventory, Analysis and Plan (Sec. 2.8.1 - 2.8.6)	\$ 765,987
Facilities Assessment and Condition Study (Sec. 2.8.7.1 - 2.8.7.4)	\$ 678,995
Real Estate Asset Strategic Re-alignment Plan (Sec. 2.8.8 - 2.8.14)	\$ 155,625
Juvenile Detention Feasibility Study	\$ 407,741
Subtotal for Detention Facilities	\$ 2,008,347
Courts and Corrections Facilities (other than Detention Facilities)	
Space Inventory, Analysis and Plan (Sec. 2.8.1 - 2.8.6)	\$ 1,260,417
Facilities Assessment and Condition Study (Sec. 2.8.7.1 - 2.8.7.4)	\$ 687,280
Real Estate Asset Strategic Re-alignment Plan (Sec. 2.8.8 - 2.8.14)	\$ 206,725
Subtotal for Courts and Corrections (other than Detention Facilities)	\$ 2,154,422
VACANT PARCELS	
Inventory and Assess (Sec. 2.8.1)	\$ 102,655
Disposition Plan (Sec. 2.8.13)	\$ 150,455
Subtotal for Vacant Parcels	\$ 253,110
SUBTOTAL, BASIC SERVICES	\$ 8,244,265
PLUS REIMBURSABLE EXPENSES:	
Reimbursable Expenses	\$ 700,000
TOTAL	\$ 8,944,265
ADDITIONAL SERVICES	\$900,000

Exhibit H-2

Services	Cost
<ul style="list-style-type: none"> • eCOMET™ license(s) ▪ Unlimited users, unlimited time period 	\$0
<ul style="list-style-type: none"> • eCOMET™ Data Hosting Data protection and security with daily/weekly/monthly data • eCOMET™ Data Hosting (continued) backup to secure archive. Data managers online and direct for support. ▪ Accessible 24/7 via MS Internet Explorer web browser ▪ Server maintenance ▪ Incorporated firewall technology ▪ Hosting is an annual subscription service invoiced in advance once annually for unlimited number of users and unlimited storage capacity ▪ Help desk via email and 800 number during regular hours of operation 8:00 am to 5:00 pm CST ▪ Monthly Microsoft security and application patches ▪ Dual firewall protection at DMZ and Parsons' network ▪ Automatic software upgrade configuration and maintenance ▪ Daily, weekly, monthly client data backup 	\$0 for first year; \$12,000 annually thereafter. The lump sum fee for 10 years will be \$120,000
<ul style="list-style-type: none"> • Annual RSMeans License Updates ▪ Optional service after first year ▪ Licensing fees for RSMeans subscription annual cost data updates ▪ Post Period of Performance and annually (this includes one initial license and the labor associated with installing the updates. Multiple licenses may be purchased.) 	\$0 for first year for 1 initial individual license; additional licenses are \$3,000/each. Cost data updates are \$3,200 annually after the first year. The lump sum fee for 10 years' worth of updates is \$32,000

COOK COUNTY REAL ESTATE ASSET STRATEGIC REALIGNMENT PLAN

EXHIBIT I

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2012

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com FAX 212-948-0770 693805-STDxx-PROF-12-13	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Wausau Underwriters Ins Co</td> <td>26042</td> </tr> <tr> <td>INSURER B :</td> <td>Employers Insurance Company Of Wausau</td> <td>21458</td> </tr> <tr> <td>INSURER C :</td> <td>Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D :</td> <td>Illinois National Insurance Company</td> <td>23817</td> </tr> <tr> <td>INSURER E :</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER F :</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Wausau Underwriters Ins Co	26042	INSURER B :	Employers Insurance Company Of Wausau	21458	INSURER C :	Liberty Insurance Corporation	42404	INSURER D :	Illinois National Insurance Company	23817	INSURER E :	_____	_____	INSURER F :	_____
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INSURER E :	_____	_____																			
INSURER F :	_____	_____																			
INSURED U.S. EQUITIES REALTY PARTNERS, LLC ATTN: JOHN D. SIMON 20 N. MICHIGAN AVENUE, SUITE 400 CHICAGO, IL 60602																					

COVERAGES **CERTIFICATE NUMBER:** CHI-004417563-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TBJ-Z91-458728-042	02/28/2012	02/28/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ASC-Z91-458728-032	02/28/2012	02/28/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				'\$500 COMP/COLL DED.'			BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-458728-052	02/28/2012	02/28/2013	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCJ-Z91-458728-022 (IL, PA)	02/28/2012	02/28/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	PROFESSIONAL			01-594-05-66	02/28/2012	02/28/2013	SIR: \$100,000	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Cook County Real Estate Asset Strategic Realignment Plan, The County Of Cook, its Commissioners, Officials and Employees are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Cook Attn: Chief Procurement Officer 69 West Washington Street Chicago, IL 60602	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Ardmore Associates, LLC

Address: 33 North Dearborn, Suite 1720, Chicago, IL 60602

E-mail: cthomas@ardmoreassociates.com

Contact Person: Cheryl T. Thomas Phone: (312) 795-1400

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Ardmore Associates, LLC

Contract #: 11-88-040P

Address: 33 North Dearborn, Suite 1720

City/State/ Zip: Chicago, Illinois 60602

Contact Person: Cheryl T. Thomas

Phone: (312) 795-1400 Fax: (312) 795-1228

Certification Expiration Date: May 1, 2012

Race/Gender: African American/Female

Email: cthomas@ardmoreassociates.com

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

Facilities Assessment Scheduling

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

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

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

Cheryl T. Thomas
Signature (M/WBE)

Robert A. Wislow
Signature (Prime Bidder/Proposer)

Cheryl T. Thomas
Print Name

Robert A. Wislow
Print Name

Ardmore Associates, LLC
Firm Name

U.S. Equities Realty
Firm Name

4-30-12
Date

4/30/2012
Date

Subscribed and sworn before me this 30th day of April, 20 12.

Notary Public Mary Ann Ciaravino

SEAL



EDS-2



CITY OF CHICAGO
OFFICE OF COMPLIANCE

June 14, 2011

Cherryl Thomas
Ardmore Associates, LLC
33 N. Dearborn Street - Ste.1720
Chicago, IL 60602

Annual Certificate Expires: May 1, 2012

Dear Cherryl Thomas:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **May 1, 2012**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **3/1/2012**.

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

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

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

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

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

**PROGRAM MANAGEMENT; PROJECT MANAGEMENT; CONSTRUCTION
FIELD INSPECTION; LAND SURVEYING; PROFESSIONAL DESIGN FIRM;
COMPUTER AIDED DESIGN**

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Karen Patterson
Deputy Director

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Construction Cost Systems, Inc.

Address: 1815 South Meyers Road, Suite 200, Oakbrook Terrace, IL 60181

E-mail: CBransby@ccsos.com

Contact Person: Clive Bransby Phone: (630) 678-0808 X. 151

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: _____ %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Construction Cost Systems, Inc.

Contract #: 11-88-040P

Address: 1815 S. Meyers Rd., Suite 200

City/State/ Zip: Oakbrook Terrace, Illinois 60181

Contact Person: Clive Bransby

Phone: (630) 678-0808 Fax: (630) 678-0858

Certification Expiration Date: February 1, 2013

Race/Gender: Caucasian/Male

Email: cbransby@ccsos.com

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

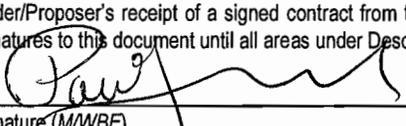
The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

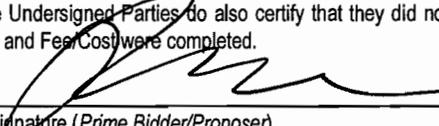
Cost Estimating Services

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

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

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


Signature (M/WBE)


Signature (Prime Bidder/Proposer)

Paul Laudolff
Print Name

Robert A. Wislow
Print Name

Construction Cost Systems, Inc.
Firm Name

U.S. Equities Realty
Firm Name

4-26-12
Date

4-26-12
Date

Subscribed and sworn before me this 26th day of April, 2012

Notary Public 





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Ian Parr
Construction Cost Systems, Inc
1815 South Meyers Road, Suite 200
Terrace, IL 60181

Annual No Change Affidavit Due:

February 1, 2011

Dear Ian Parr:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until February 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by February 1, 2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by December 3, 2010.

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

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

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

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

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

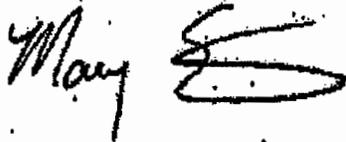
Construction Cost Systems, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Construction Management; Cost Estimating; Project Management Services

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Ernest R. Sawyer Enterprises, Inc.

Address: 100 N. LaSalle Street, Suite 1515, Chicago, IL 60602

E-mail: esawyer@ersenterprises.net

Contact Person: Ernest R. Sawyer, President Phone: (312) 364-9292

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached?	Yes <input checked="" type="checkbox"/>	No _____
*Letter of Certification attached?	Yes <input checked="" type="checkbox"/>	No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Ernest R. Sawyer Enterprises, Inc.

Contract #: 11-88-040P

Address: 100 N. LaSalle Street, Suite 1515

City/State/ Zip: Chicago, IL 60602

Contact Person: Ernest R. Sawyer, President

Phone: (630) 678-0808 Fax: (630) 678-0858

Certification Expiration Date: December 1, 2016

Race/Gender: African American/Male

Email: esawyer@ersenterprises.net

Participation: [X] Direct [] Indirect

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

[X] No [] Yes - Please attach explanation.

Proposed Subcontractor:

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

Real Estate Consulting

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

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

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

Signature (M/WBE) Ernest R. Sawyer

Signature (Prime Bidder/Proposer) Robert A. Wislow

Ernest R. Sawyer Print Name

Robert A. Wislow Print Name

Ernest R. Sawyer Enterprises, Inc. Firm Name

U.S. Equities Realty Firm Name

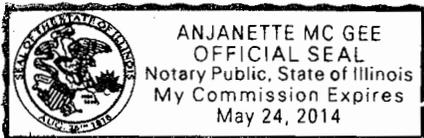
4/26/12 Date

4/26/12 Date

Subscribed and sworn before me this 26th day of April, 2012

Notary Public Anjanette McGee

SEAL





CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 16, 2011

Ernest Sawyer
Ernest R. Sawyer Enterprises, Inc.
100 N. LaSalle Street,
Suite 1515
Chicago, IL 60602

Annual Certificate Expires: December 1, 2012

Dear Ernest Sawyer:

We are pleased to inform you that Ernest R. Sawyer Enterprises, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until **December 1, 2016**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

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

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

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

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



CITY OF CHICAGO
OFFICE OF COMPLIANCE

Ernest R. Sawyer Enterprises, Inc.

Page 2

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

NAICS CODE: 541320 – LANDSCAPE ARCHITECTS' OFFICES

NAICS CODE: 541611 – ADMINISTRATIVE AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS CODE: 541618 – OTHER MANAGEMENT CONSULTING SERVICES

NIGP CODE: 91892 URBAN PLANNING CONSULTING

NIGP CODE: 94682 TAX SERVICES (Including Tax Preparation, Advisory Services, etc.)

NIGP CODE: 96110 BUSINESS PLAN DEVELOPMENT SERVICES

NIGP CODE: 96847 INSPECTION SERVICES, CONSTRUCTION TYPE

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

Thank you for your continued interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,

Michael Chambers
Senior Compliance Officer
CITY OF CHICAGO
City Hall

TA

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Environmental Design International, Inc.

Address: 33 West Monroe Street, Suite 1825, Chicago, IL 60603

E-mail: dsawyer@envdesigni.com

Contact Person: Claire Williams Phone: (312) 345-1400

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

Environmental Design

M/WBE Firm: International, Inc.

Contract #: 11-88-040P

Address: 33 West Monroe St., Suite 1825

City/State/ Zip: Chicago, Illinois 60603

Contact Person: Claire Williams

Phone: (312) 345-1400 Fax: (312) 345-0529

Certification Expiration Date: July 22, 2012

Race/Gender: African-American/Female

Email: cwilliams@envdesigni.com

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

Civil Engineering and Environmental Services

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

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

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

Claire Williams
Signature (M/WBE)

Robert A. Wislow
Signature (Prime Bidder/Proposer)

Claire Williams
Print Name

Robert A. Wislow
Print Name

Environmental Design International, Inc.
Firm Name

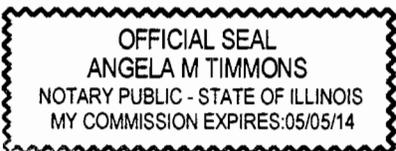
U.S. Equities Realty
Firm Name

April 27, 2012
Date

04/27/12
Date

Subscribed and sworn before me this 27th day of April, 2012

Notary Public *Angela M Timmons*



SEAL

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

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



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

July 22, 2011

Ms. Deborah Sawyer, CHMM
President/CEO
Environmental Design International Inc.
33 West Monroe Street, Suite 1825
Chicago, IL 60603

Certification Expires: July 22, 2012

Dear Ms. Sawyer:

Congratulations on your continued eligibility for Certification as a **MBE (6) WBE** by Cook County Government. This **MBE (6) WBE** Certification is valid until **July 22, 2012**.

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days** prior to the date of expiration. Please include the non-refundable fee of **\$100.00**, payable to **Cook County Department of Revenue**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE (6) WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Consulting Services: Engineering, Environmental, Quality Programmatic Specialists & Technicians, Waste Management Technical Services, Land Surveying Specialists & Technicians

Your firm's participation on Cook County contracts will be credited toward **MBE (6) WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (6) WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Laverne Hall
Director
LH/ek





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 9, 2011

Deborah M Sawyer
Environmental Design International, Inc.
200 S. Michigan Ave. - STE 700
Chicago, IL 60604-2416

Annual Certificate Expires: September 1, 2013

Dear Deborah M Sawyer:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **September 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **September 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

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

NAICS-236220: PROJECT MANAGEMENT
NAICS-54133: ENGINEERING SERVICES
NIGP-96132: ENVIRONMENTAL IMPACT STUDIES
NIGP-96871: SOLID OR LIQUID WASTE DISPOSAL (INCLUDING MANAGEMENT SERVICES) (SEE 9)

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

The Office of Compliance

City of Chicago - Office of Compliance



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 9, 2011

Deborah M Sawyer
Environmental Design International, Inc.
200 S. Michigan Ave. - STE 700
Chicago, IL 60604-2416

Annual Certificate Expires: September 1, 2013

Dear Deborah M Sawyer:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **September 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **September 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

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

NAICS-236220: PROJECT MANAGEMENT
NAICS-541330: ENGINEERING CONSULTING SERVICES
NIGP-96132: ENVIRONMENTAL IMPACT STUDIES
NIGP-96871: SOLID OR LIQUID WASTE DISPOSAL (INCLUDING MANAGEMENT SERVICES) (SEE 9

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

The Office of Compliance

City of Chicago - Office of Compliance

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Johnson & Lee, Ltd.

Address: 828 S. Wabash Avenue, Suite 210, Chicago, IL 60605

E-mail: fcl@jlarch.net

Contact Person: Frank Christopher Lee Phone: (312) 663-0225

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached?	Yes <input checked="" type="checkbox"/>	No _____
*Letter of Certification attached?	Yes <input checked="" type="checkbox"/>	No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Johnson & Lee, Ltd.

Contract #: 11-88-040P

Address: 828 S. Wabash Avenue, Suite 210

City/State/ Zip: Chicago, IL 60605

Contact Person: Frank Christopher Lee

Phone: (312) 663-0225 Fax: (312) 663-4491

Certification Expiration Date: April 1, 2013

Race/Gender: African American/Male

Email: fcl@jlarch.net

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

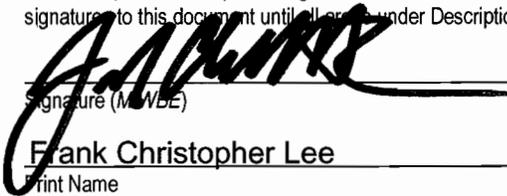
The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

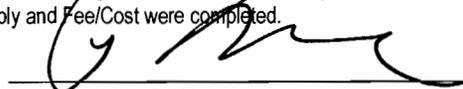
Architecture Programming

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

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

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


Signature (M/WBE)
Frank Christopher Lee
Print Name


Signature (Prime Bidder/Proposer)
Robert A. Wislow
Print Name

Johnson & Lee, Ltd.
Firm Name

U.S. Equities Realty
Firm Name

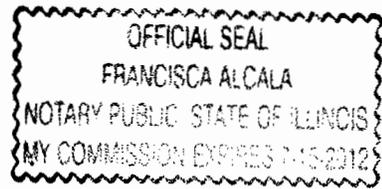
4.27.12
Date

4/27/12
Date

Subscribed and sworn before me this 27 day of April, 2012.

Notary Public Francisca Alcalá

SEAL





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 26, 2011

Frank Lee
Johnson & Lee, LTD
828 South Wabash Avenue, Suite 210
Chicago, IL 60605-2162

Annual Certificate Expires: April 1, 2012

Dear Frank Lee:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **April 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **April 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

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

**URBAN DESIGN AND PLANNING; FEASIBILITY STUDIES CONSULTING;
PROFESSIONAL DESIGN FIRM; ARCHITECTURAL SERVICES AND
CONSULTING**

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Karen Patterson
Deputy Director

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

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



July 15, 2011

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

Mr. Frank Christopher Lee
President
Johnson & Lee, Ltd.
828 South Wabash Ave. Ste. 210
Chicago, IL 60605

Annual Certification Expires: August 12, 2012

Dear Mr. Lee:

We are pleased to inform you that Johnson & Lee, Ltd. has been re-certified as an **MBE (6)** by Cook County Government. This **MBE (6)** certification is valid until **August 12, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **August 12, 2012**.

As a condition of continued certification during this three (3) year period, you must file a "**No Change Affidavit**" within sixty (60) days prior to the date of annual expiration. Please include the non-refundable fee of \$ 50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as an **MBE (6)** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

CONSTRUCTION: ARCHITECTURAL PROFESSIONAL SERVICES, URBAN PLANING & DESIGN

Your participation on County contracts will be credited toward **MBE (6)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **MBE (6)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Laverne Hall
Director

LH/ehw



MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Milhouse Engineering and Construction, Inc.

Address: 60 E. Van Buren Street, Suite 1501, Chicago, IL 60605

E-mail: wmilhouse@milhouseinc.com

Contact Person: Wilbur C. Milhouse III Phone: (312) 987-0061

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

Milhouse Engineering &

M/WBE Firm: Construction, Inc.

Contract #: 11-88-040P

Address: 60 E. Van Buren St., Suite 1501

City/State/ Zip: Chicago, IL 60605

Contact Person: Wilbur C. Milhouse III

Phone: (312) 971-0061 Fax: (312) 987-0071

Certification Expiration Date: July 1, 2013

Race/Gender: African American/Male

Email: wmilhouse@milhouseinc.com

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

MEP Engineering

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

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

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

Wilbur C. Milhouse III
Signature (M/WBE)

Robert A. Wislow
Signature (Prime Bidder/Proposer)

Wilbur C. Milhouse III, P.E.
Print Name

Robert A. Wislow
Print Name

Milhouse Engineering & Construction, Inc.
Firm Name

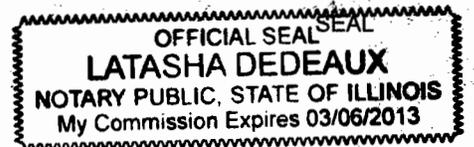
U.S. Equities Realty
Firm Name

04/27/12
Date

04/27/12
Date

Subscribed and sworn before me this 27th day of April, 2012.

Notary Public: *Lataasha DeDeaux*





CITY OF CHICAGO
OFFICE OF COMPLIANCE

July 12, 2011

Wilbur C. Milhouse
Milhouse Engineering & Construction
60 E. Van Buren St. STE 1501
Chicago, IL 60657

Annual Certificate Expires: 07/01/2012

Dear Wilbur C. Milhouse:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **May 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

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

NAICS 236220	Commercial building construction general contractors
NAICS 236220	Construction of Building (Commercial and Institutional)
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 238910	Excavating, earthmoving, or land clearing contractors
NAICS 541310	Architectural (except landscape) services
NAICS 541350	Inspection services, building or home)
NIGP 90625-	Design Build Services
NIGP 90666-	Planning, Site (Installation and Project)
NIGP 90735-	Designing Services
NIGP 91036-	HVAC Service, Installation & Repairs
NIGP 91054-	Painting Services, Building
NIGP 91427-	Demolition Services
NIGP 91240-	Carpentry
NIGP 91430-	Concrete
NIGP 91800-	Consulting Services
NIGP 91082-	Electrical Maintenance, Installation Repair
NIGP 91842-	Engineering Consulting
NIGP 91846-	Feasibility Studies (Consulting)
NIGP 92018-	Computer Aided Design Services
NIGP 92517-	Civil Engineering
NIGP 92531-	Electrical Engineering
NIGP 92533	Engineering Services, Professional
NIGP 92544-	General Construction: Management, Scheduling, Cost Estimation- Engin
NIGP 92567-	Mechanical Engineering
NIGP 92588-	Structural Engineering
NIGP 92593-	Traffic and Transportation Engineering
NIGP 92658-	Lead and Asbestos Inspection Services
NIGP 95826-	Construction Management Services
NIGP 95800-	Management Services
NIGP 95877-	Project Management Services
NIGP 96847-	Inspection services, Construction Type

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Karen Patterson
Deputy Director

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Primera Engineers, Ltd.

Address: 100 South Wacker Drive, Suite 700, Chicago, IL 60606

E-mail: kpanucci@primerachicago.com

Contact Person: Kenneth R. Panucci Phone: (312) 606-0910

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Primera Engineers, Ltd.

Contract #: 11-88-040P

Address: 100 S. Wacker Dr., Suite 700

City/State/ Zip: Chicago, IL 60606

Contact Person: Kenneth R. Panucci

Phone: (630) 606-0910 Fax: (630) 606-0415

Certification Expiration Date: May 1, 2012

Race/Gender: Hispanic/Male

Email: kpanucci@primerachicago.com

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

MEP Engineering

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

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

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

KR Pan
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Kenneth R. Panucci, Senior Vice President
Print Name

Robert A. Wislow
Print Name

Primera Engineers, Ltd.
Firm Name

U.S. Equities Realty
Firm Name

4-27-12
Date

4-27-12
Date

Subscribed and sworn before me this 27th day of April, 20 12.

Notary Public Maribel Medina

SEAL



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

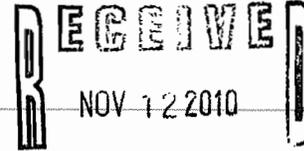


COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

November 9, 2010



Mr. Michael F. DeSantiago, President
Primera Engineers, Ltd.
100 S. Wacker Drive, Suite 700
Chicago, IL 60606

PRIMERA ENGINEERS, LTD.

Certification Expires: December 24, 2011

Dear Mr. DeSantiago:

Congratulations on your continued eligibility for Certification as an **MBE (9)** by Cook County Government. This **MBE (9)** Certification is valid until **December 24, 2011**.

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days** prior to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE (9)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Professional Engineering Firm – Full Service and Construction Management

Your firm's participation on Cook County contracts will be credited toward **MBE (9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (9)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry
Director

BHP/lar





DEPARTMENT OF PROCUREMENT SERVICES

FEB 27 2012

CITY OF CHICAGO

Michael DeSantiago
Primera Engineers, Limited
100 S. Wacker Drive
Chicago, IL 60606

Dear Michael DeSantiago:

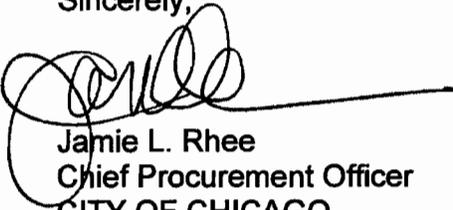
This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE) until **May 1, 2012**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
CITY OF CHICAGO

FH



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 25, 2010

Michael DeSantiago
Primera Engineering
100 S. Wacker Drive
Chicago, IL 60606

Certification Expires: 11/1/2011

Dear Michael DeSantiago:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until 11/1/2011.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **9/2/2011**. In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- ♦ file your request for recertification within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period;
or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

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

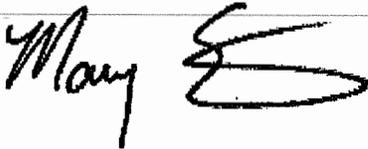
Primera Engineering is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**91815 Architectural Consulting
95826 Construction Management Services**

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a large, stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Tilton, Kelly + Bell, L.L.C.

Address: 55 West Monroe Street, Suite 1975, Chicago, IL 60603

E-mail: mbell@tiltonkellybell.com

Contact Person: Martha Bell, Principal Phone: (312) 447-3100

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached?	Yes <input checked="" type="checkbox"/>	No _____
*Letter of Certification attached?	Yes <input checked="" type="checkbox"/>	No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Tilton, Kelly + Bell, L.L.C.

Contract #: 11-88-040P

Address: 55 West Monroe St., Suite 1975

City/State/ Zip: Chicago, IL 60603

Contact Person: Martha Bell, Principal

Phone: (312) 447-3100 Fax: (312) 447-3111

Certification Expiration Date: August 9, 2014

Race/Gender: Caucasian/Female

Email: mbell@tiltonkellybell.com

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

Programming, Corporate, Storage

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

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

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

Martha A. Bell
Signature (M/WBE)

Robert A. Wislow
Signature (Prime Bidder/Proposer)

Martha Bell, Principal
Print Name

Robert A. Wislow
Print Name

Tilton, Kelly + Bell, L.L.C.
Firm Name

U.S. Equities Realty
Firm Name

4/27/12
Date

04/27/12
Date

Subscribed and sworn before me this 27th day of April, 2012.

Notary Public Carol Rydlewski





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Martha Bell
Tilton Kelly & Bell LLC
55 W. Monroe St., Suite 1975
Chicago, IL 60603

Annual No Change Affidavit Due:

August 1, 2011

Dear: Martha Bell

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until August 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **August 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **June 2, 2011**.

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

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

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

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

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

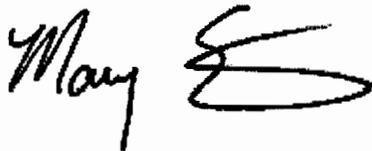
Tilton Kelly & Bell LLC is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

90607 Architect Services, Professional
90610 Buildings - Architectural Design
90625 Design Build Services
90652 Interior Design, Space Planning, and Exhibits/Displays

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a large, stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

 N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name U.S. Equities Realty, LLC D/B/A: _____ EIN NO.: 36-4326638

Street Address: 20 North Michigan Avenue, Suite 400

City: Chicago State: Illinois Zip Code: 60602

Phone No.: (312) 456-7000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
South Loop Trust c/o Levin Schreder & Carey Ltd.,	120 N. LaSalle St., Chicago, IL 60602	50%
Camille P. Julmy	20 N. Michigan Ave., Suite 400, Chicago, IL 60602	25%
Nancy A. Pacher	20 N. Michigan Ave. Suite 400, Chicago, IL 60602	25%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
South Loop Trust	Robert A. Wislow	20 N. Michigan Ave., Suite 400, Chicago, IL 60602

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 or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
U.S. Equities Group, LLC	20 N. Michigan Ave., Chicago, IL 60602	100%	owner of U.S. Equities Realty, LLC
U.S. Equities Realty Partners, LLC	20 N. Michigan Ave., Chicago, IL 60602	100%	owner of U.S. Equities Group, LLC
U.S. Equities Realty, Inc.	20 N. Michigan Ave., Chicago, IL 60602	50%	owner of U.S. Equities Realty Partners, LLC
Camille P. Julmy	20 N. Michigan Ave., Chicago, IL 60602	25%	owner of U.S. Equities Realty Partners, LLC
Nancy A. Pacher	20 N. Michigan Ave., Chicago, IL 60602	25%	owner of U.S. Equities Realty Partners, LLC
South Loop Trust	120 N. LaSalle St., Chicago, IL 60602	100%	owner of U.S. Equities Realty, Inc.

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.

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

Chief Financial Officer
 Title

[Signature]
 Signature

04/27/12
 Date

mbrim@usequities.com
 E-mail address

(312) 456-7012
 Phone Number

Subscribed to and sworn before me
 this 27 day of April, 2012

My commission expires

X [Signature]
 Notary Public Signature



Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Robert A. Wislow Title: Chairman and Chief Executive Officer

Business Entity Name: U.S. Equities Realty, LLC Phone: (312) 456-7100

Business Entity Address: 20 North Michigan Avenue, Suite 400, Chicago, IL 60602

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

Owner/Employee Name:	Related to:	Relationship:
1. <u>Theresa Carrillo</u>	<u>Rep. Luis Arroyo</u>	<u>Uncle</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

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

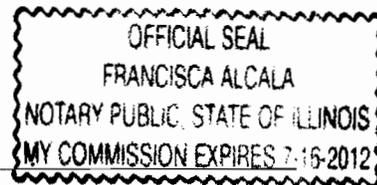
[Signature]
Owner/Employee's Signature _____ Date 4/27/12

Subscribe and sworn before me this 27 Day of April, 2012

a Notary Public in and for Cook County
[Signature]
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____



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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

**SIGNATURE BY A CORPORATION
(SECTION 8)**

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

BUSINESS NAME: U.S. Equities Realty, LLC

BUSINESS ADDRESS: 20 North Michigan Avenue, Suite 400
Chicago, Illinois 60602

BUSINESS TELEPHONE: (312) 456-7000 FAX NUMBER: (312) 456-0056

CONTACT PERSON: TBD

FEIN: 36-4326638 *IL CORPORATE FILE NUMBER: 0033953-9

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Nancy A. Pacher

EXECUTIVE VICE PRESIDENT: Martin Stern

SECRETARY: Michael Brim

TREASURER: Michael Brim

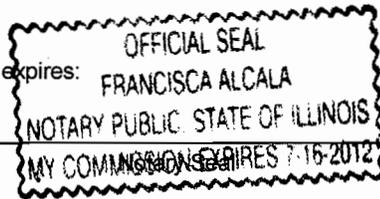
**SIGNATURE OF PRESIDENT: *Nancy A. Pacher*

ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this 30 day of April, 2012

X *[Signature]*
Notary Public Signature

My commission expires:



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

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

**SIGNATURE BY A CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent 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.

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BUSINESS TELEPHONE: (312) 456-7000 FAX NUMBER: (312) 456-0056

CONTACT PERSON: TBD

FEIN: 36-4326638 *IL CORPORATE FILE NUMBER: 0033953-9

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PRESIDENT: Nancy A. Pacher

EXECUTIVE VICE PRESIDENT: Martin Stern

SECRETARY: Michael Brim

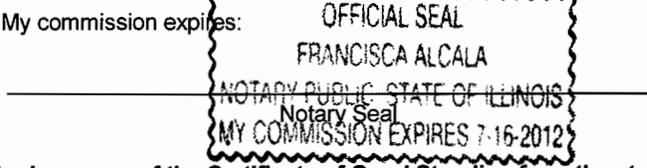
TREASURER: Michael Brim

**SIGNATURE OF PRESIDENT: *Nancy A. Pacher*

ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
30 day of April, 2012

X *[Signature]*
Notary Public Signature



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

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

**SIGNATURE BY A CORPORATION
(SECTION 8)**

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BUSINESS ADDRESS: 20 North Michigan Avenue, Suite 400
Chicago, Illinois 60602

BUSINESS TELEPHONE: (312) 456-7000 FAX NUMBER: (312) 456-0056

CONTACT PERSON: TBD

FEIN: 36-4326638 *IL CORPORATE FILE NUMBER: 0033953-9

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Nancy A. Pacher EXECUTIVE VICE PRESIDENT: Martin Stern

SECRETARY: Michael Brim TREASURER: Michael Brim

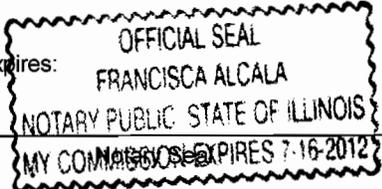
**SIGNATURE OF PRESIDENT: *Nancy A. Pacher*

ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
30 day of April, 2012

X *[Signature]*
Notary Public Signature

My commission expires:



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

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



To all to whom these Presents Shall Come, Greeting:

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

U.S. EQUITIES REALTY, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON NOVEMBER 15, 1999, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 22ND day of MARCH A.D. 2011 .

Jesse White

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Breuninger

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Carr

COOK COUNTY CHIEF PROCUREMENT OFFICER

NOT REQUIRED

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF May, 2012.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
11-88-040A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ \$9,844,265.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 72021280 - 520845 - 8311

APPROVED AS TO FORM:

Kathy J. McKee
ASSISTANT STATE'S ATTORNEY