

**PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO: 13-88-033**

**for**

**REAL ESTATE APPRAISAL SERVICES**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
Office of the Chief Procurement Officer**

**AND**

**APPLIED REAL ESTATE ANALYSIS, INC.  
(Based on City Contract No.26075)**

## AGREEMENT

This Agreement is made and entered into as of February 20, 2013 (“Effective Date”) by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Office of the Chief Procurement Officer hereinafter referred to as “County” and Applied Real Estate Analysis, Inc., a corporation authorized to do business in the of the State of Illinois hereinafter referred to as “Consultant”.

## BACKGROUND

**Whereas**, the County, pursuant to Section 34-140 (the Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

**Whereas**, the City solicited a formal Request for Proposal process for Real Estate Appraisal Services and the Consultant was identified as the qualified and best value provider for the services; and

**Whereas**, the City of Chicago (“the City”) entered into a contract on March 1, 2012 for the provision of services by the Consultant for the City relative to Real Estate Appraisal Services (“the City Contract”); and

**Whereas**, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

**Whereas**, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the “County” and Applied Real Estate Analysis, Inc. herein after the “Consultant”.

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

**Whereas**, the Consultant agrees to provide to the County Real Estate Appraisal Services respective to the Real Estate Management Division, incorporated as Exhibit 1, County Scope of Work; and

**Whereas**, the Consultant warrants that it is ready, willing and able to perform these services set forth in Exhibit 1 County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 2 Schedule of Compensation and incorporated herein by reference; and

**Whereas**, this Contract shall be effective after proper execution of the contract documents by the

County through January 31, 2015; and

**Whereas, Payment shall be as follows:**

In no case shall such charges exceed the amount of \$50,000. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.

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

**Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 3, City Contract all as may be applicable to County, excluding Exhibit 1, 2, 3 and 4 of the City Contract, which are not applicable and are replaced with the County Exhibits that are attached to this document; and**

**Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4. General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and**

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

#### **INCORPORATION OF BACKGROUND INFORMATION**

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

#### **Incorporation of Exhibits**

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

- |           |                                    |
|-----------|------------------------------------|
| Exhibit 1 | County Statement of Work           |
| Exhibit 2 | County Schedule of Compensation    |
| Exhibit 3 | City Contract (Contract No. 26075) |
| Exhibit 4 | General Conditions                 |
| Exhibit 5 | Evidence of Insurance              |



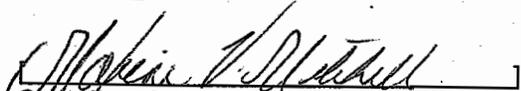
**TASK ORDER PROPOSAL EXECUTION ACCEPTANCE PAGE**

By signing this Task Order Proposal Execution Acceptance Page on behalf of Applied Real Estate Analysis, Inc. ("Consultant"), the undersigned acknowledges that the Consultant is willing and able to perform all Services and to be bound by all terms and conditions of the Master Consulting Agreement with the City of Chicago Spec #96087. In addition, Consultant agrees to be bound by the services requirements established in this Task Order Request and Proposal response accepted by the County.

**Order of Precedence:**

In the event of a conflict between the body of this Task Order and any exhibit or attachment to this Task Order, the language of the body of the Task Order will prevail. In the event of a conflict between this Task Order and the Agreement, in relation to specifically identified services approved under this Task Order, the language of the body of the Task Order will prevail. In event of a conflict between provisions in this Task Order and the provisions of the Master Consulting Agreement, the terms and conditions of the Master Consulting Agreement will prevail.

**Signature:**

  
Consultant Authorized Officer Signature

Date: [ 01-22-2013 ]

[ Maxine V. Mitchell ]  
Print Name of Authorized Officer

[ President ]  
Title of Authorized Officer

County of [ Cook ] State of [ Illinois ]

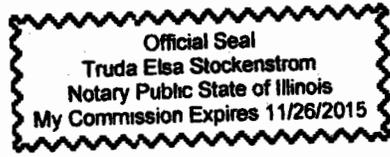
This instrument was acknowledged before me this day [ 22 ] of [ January ], 200[13] by

[ Maxine V. Mitchell ] as President (or other authorized officer) and [ Maxine V. Mitchell ] as Secretary

Of [ Applied Real Estate Analysis, Inc. ] (Corporation Name)

Seal  
  
Notary Public Signature

My Commission expires: [ 11/26/2015 ]



**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
None	
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?  
Yes:   X   No: \_\_\_\_\_

b) If yes, list business addresses within Cook County:  
  914 South Wabash Avenue    
  Chicago, IL 60605    
\_\_\_\_\_

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

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))**

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

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.**

**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): 1715306022

1420406020

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b) \_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_

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.

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 Applied Real Estate Analysis, Inc. D/B/A: Applied Real Estate Analysis, Inc EIN NO.: 36-3371240

Street Address: 914 S. Wabash Avenue

City: Chicago State: IL Zip Code: 60605

Phone No.: 312-461-9332

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

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

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each 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
Maxine V. Mitchell	3511 N. Fremont Street Chicago, IL 60657	85%
Robert E. Miller	4517 N. Sawyer Street Chicago, IL 60625	15%

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

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

**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.

Maxine V. Mitchell  
 Name of Authorized Applicant/Holder Representative (please print or type)

*Maxine V. Mitchell*  
 Signature

mmitchell@areainc.net  
 E-mail address

President  
 Title

01-22-2013  
 Date

312-461-9332  
 Phone Number

Subscribed to and sworn before me  
 this 22 day of 01, 2013.

X *[Signature]*  
 Notary Public Signature

My commission expires:

**Official Seal**  
 Truda Elsa Stockenstrom  
 Notary Public, State of Illinois  
 My Commission Expires 11/26/2015



## 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](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: Maxine V. Mitchell Title: President

Business Entity Name: Applied Real Estate Analysis, Inc Phone: 312-461-9332

Business Entity Address: 914 S. Wabash Chicago, IL 60605

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

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

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

X There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County 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.

Maxine V. Mitchell  
Owner/Employee's Signature

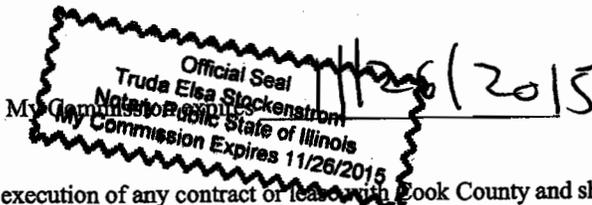
01-22-2013  
Cook Date

Subscribe and sworn before me this 22 Day of January, 2013

a Notary Public in and for Cook County

(Signature)

NOTARY PUBLIC  
SEAL



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 CORPORATION  
(SECTION 9)**

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

BUSINESS NAME: Applied Real Estate Analysis, Inc.

BUSINESS ADDRESS: 914 S. Wabash Ave Chicago, IL 60605

BUSINESS TELEPHONE: 312-461-9332 FAX NUMBER: 312-461-0015

CONTACT PERSON: Maxine V. Mitchell

FEIN: 36-3371240 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Maxine V. Mitchell VICE PRESIDENT: Robert E. Miller

SECRETARY: Maxine V. Mitchell TREASURER: Maxine V. Mitchell

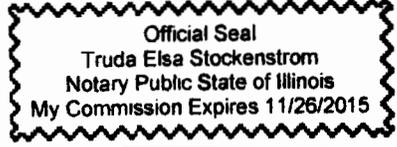
\*\*SIGNATURE OF PRESIDENT: *Maxine V. Mitchell*

ATTEST: Maxine V. Mitchell (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
22 day of January, 2013.

X *[Signature]*  
Notary Public Signature

My commission expires:



Notary Seal

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

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 19 DAY OF February, 2013

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

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

13-88-033

**OR**

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 50,000 D.U.R.  
(DOLLARS AND CENTS)

FUND CHARGEABLE: 0270103, 520835

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

EXHIBIT 1

**County Scope of Work**

**COOK COUNTY  
REAL ESTATE APPRAISAL SERVICES**

**SCOPE OF WORK**

The Cook County, the Real Estate Management Division sought Task Order Proposals for the following scope of work: real estate appraisal services, as needed from time to time, during the term of the City contract in Exhibit 3, for projects undertaken by the Cook County Real Estate Management Division which requires the services of qualified and licensed real estate appraisal professionals. Proposals submitted for the sample projects outlined below will be used to select a group of appraisers from whom proposals for other specific projects may be requested from time to time. Professional services are selected for each project on the basis of experience and qualifications, and on the basis of fee proposals submitted for a specific project.

The appraisers to whom this request is submitted are under contract with the City of Chicago. Cook County requires real estate appraisal services to provide a professional opinion of fair market value of certain properties located in Cook County, for use in sale, purchase, lease or other transactions.

## EXHIBIT 2

### County Schedule of Compensation

Maximum Compensation. The maximum compensation under this agreement may not exceed \$50,000.00.

#### Monthly Invoicing

The Consultant must submit original invoices on a monthly basis to the Real Estate Management Division to apply against the contract. Invoices must be submitted in accordance with the mutually agreed upon time period.

Consultant must support each invoice with reasonable detail including Subcontractor costs, if applicable. Consultant must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Consultant must submit each invoice in the format directed by the County and provide with it a progress report in a format acceptable to the County. The progress report should identify any variances from budget or schedule and explain the reasons for the variances.

**EXHIBIT 3**

**City Contract (Contract No. 26075)**

## Contract Summary Sheet

**Contract (PO) Number:** 26075

**Specification Number:** 96087

**Name of Contractor:** APPLIED REAL ESTATE ANALYSIS

**City Department:** DEPT OF HOUSING & ECONOMIC DEVELOPMENT

**Title of Contract:** REAL ESTATE APPRAISAL AND REAL ESTATE CONSULTING SERVICES

**Term of Contract: Start Date:** 3/1/2012

**End Date:** 1/31/2015

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**

\$8,000,000.00

**Brief Description of Work:** REAL ESTATE APPRAISAL AND REAL ESTATE CONSULTING SERVICES

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

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

**Vendor Number:** 052751

**Submission Date:**

W1AR 12 <sup>2012</sup> 2012

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**LIST OF EXHIBITS**

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

and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

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

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

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

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

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

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

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

**"Consultant"** means Applied Real Estate Analysis, Inc.

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

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

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

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

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

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

**"Notice-to-Proceed"** means a written acceptance of a Proposal by the Commissioner and

Exhibit 2	Insurance Requirements and Evidence of Insurance
Exhibit 3	Task Order Contract Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment
Exhibit 4	Online Economic Disclosure Statement and Affidavit Certificate of Filing
Exhibit 5	List of Key Personnel

**ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**3.01 Scope of Services**

**A. General**

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

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

**B. Task Order Requests**

**1. Task Order Requests.**

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

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

project, must be done by amendment pursuant to Section 11.03.

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

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

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

#### **C. Deliverables**

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

2. Partial Deliverables. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Commissioner. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder. Deliverables shall not include any work product or intellectual property that existed prior to this Agreement or is created for the general use of Consultant with clients and is not specifically created for the City.

#### **D. Meetings**

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

#### **3.02 Standard of Performance**

## **D. Related Services**

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

### **3.03 Personnel**

#### **A. Adequate Staffing**

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

#### **B. Key Personnel**

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

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

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

### **3.06 Copyright Ownership**

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

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

### **3.07 Records and Audits**

#### **A. Records**

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

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

#### **B. Audits**

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

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

### **3.09 Subcontracts and Assignments**

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

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

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

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

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

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

### **3.10 Confidentiality**

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

#### **ARTICLE 4. DURATION OF AGREEMENT**

##### **4.01 Term of Performance**

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

##### **4.02 Timeliness of Performance**

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

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

##### **4.03 Agreement Extension Option**

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

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

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

#### **ARTICLE 5. COMPENSATION**

##### **5.01 Basis of Payment**

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

award any Task Orders pursuant to this Agreement. Any payments under this Agreement will be made from Fund No. 012-0100-0542005-0141 and various other funds and are subject to the appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement ("Maximum Compensation") for all categories shall not exceed \$8,000,000.00 D.U.R. Actual expenditures under this Agreement will depend upon requirements.

#### **5.05 Non-Appropriation**

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

#### **5.06 Subcontractor Payments**

##### Subcontractor Payments

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

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

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

#### **5.07 Invoices**

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

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

OR

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

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

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

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

## **6.02 Nondiscrimination**

### **(a) Consultant**

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

#### **(i) Federal Requirements**

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

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

## 6.05 MacBride Ordinance

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

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

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

## 6.06 Business Relationships with Elected Officials

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

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

## 6.07 Chicago "Living Wage" Ordinance

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

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

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

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

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

#### **6.09 Prohibition on Certain Contributions**

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

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

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

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

## **6.10 Firms Owned or Operated by Individuals with Disabilities**

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

## **6.11 Deemed Inclusion**

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

## **6.12 False Statements**

### **(a) 1-21-010 False Statements**

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

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

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

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

### **(c) 1-21-030 Enforcement.**

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

## **ARTICLE 7. SPECIAL CONDITIONS**

### **7.01 Warranties and Representations**

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

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

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

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

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

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

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

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

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

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

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

(xi) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 10.01 and 10.02 of this Agreement; and

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

## 7.02 Ethics

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

(i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

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

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

## 7.03 Joint and Several Liability

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

## 7.04 Business Documents

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

## 7.05 Conflicts of Interest

**A.** No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

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

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

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

## **8.02 Indemnification**

### **A. General Indemnification**

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

- (a) injury, death or damage of or to any person or property;
- (b) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;
- (c) the City's exercise of its rights and remedies under Section 10.02 of this Agreement; and
- (d) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

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

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

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

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

- c. Failure to have and maintain all professional licenses required by law to perform the Services;
  - d. Failure to timely perform the Services;
  - e. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
  - f. Discontinuance of the Services for reasons within Consultant's reasonable control;
  - g. Failure to promptly update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and
  - h. Any other breach of a provision in this Agreement.
  - i. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;
  - j. Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Task Order then in effect;
  - k. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;
  - l. Discontinuance of Services for reasons within Consultant's reasonable control;
3. Any change in ownership or control of the Consultant without the prior approval of the CPO (when such prior approval is permissible by law), which will not be unreasonably withheld.
  4. The Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
  5. Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations.
  6. Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 6.01.

**B. Declaration of Default**

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

### **C. Remedies Nonexclusive**

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

### **10.03 Early Termination**

(a) In addition to termination under Sections 10.01 and 10.02 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 12. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 12 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 9 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 10.01 and 10.02 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 10.03.

## **ARTICLE 11. GENERAL CONDITIONS**

### **11.01 Entire Agreement**

#### **A. General**

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

#### **B. No Collateral Inducements**

The Consultant agrees that, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached to this Agreement and incorporated by reference, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, or its performance.

#### **C. No Omissions**

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

### **11.02 Counterparts**

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

### **11.03 Changes, Modifications, and Amendments**

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

### **11.09 Cooperation**

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

### **11.10 Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

### **11.11 Independent Contractor**

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

(ii) Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

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



CONTRACT SIGNATURE PAGE

Contract No.: 26075

Specification No.: 96807

Vendor Name: Applied Real Estate Analysis, Inc

Total Amount (Value): 8,000,000.00

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

Applied Real Estate Analysis, Inc.  
(Consultant)

By: Maxine V. Mitchell *Maxine V. Mitchell*  
Its: President

Attest: Truda Stockenstrom

State of Illinois  
County of Cook

This instrument was acknowledged before me on this 27 day of January,  
2012 by Maxine V. Mitchell as President (or other authorized  
officer) and Maxine V. Mitchell as Secretary of  
Applied Real Estate Analysis, Inc (Corporation Name).

Notary Public Signature  
Commission Expires: 11/26/2015

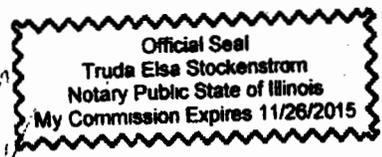
(Seal) *[Handwritten Signature]*

CITY OF CHICAGO  
Rahm Emanuel *RE* 2/28/12

Mayor *[Signature]* Date 2/22/12

Comptroller *[Signature]* Date *[Signature]*

Chief Procurement Officer *[Signature]* Date *[Signature]*



**EXHIBIT 1**  
**SCOPE OF SERVICES**

**CATEGORY 1: APPRAISAL SERVICES**

The following is a general description of the procedures for obtaining Real Estate Appraisal Services. The term "**Appraiser**" means one or more qualified and licensed individual(s) employed by the selected Consultant to perform appraisal services covered under an awarded Task Order based on the Consultant's proposal in response to a Task Order Request. "**Appraisal Order**" means the Task Order awarded to the Consultant and subsequent Notice to Proceed issued by each respective Department for each property appraisal.

**A. General**

1. Appraisal Services. Appraisal Services may be ordered by an authorized Using Department at any time during normal business hours. Appraisals must be completed within the time limits specified in the Appraisal Order or otherwise required by the terms of this Agreement.
2. Appraisal Orders - An authorized representative of a Using Department will select the Consultant that best meets the needs of the City and that Department, as the need arises. The Using Department will then place an Appraisal Order as otherwise set forth in this Agreement.
  - a. The Using Department may request the services of a specific Appraiser in its Appraisal Order. In this case, the Consultant must assure that the appraisal is actually performed by that Appraiser, unless the Department approves substitution of an equally qualified Appraiser.
  - b. If the Appraisal Order does not request that a specific Appraiser perform the services, then the Consultant may assign any appraiser who is appropriately licensed and qualified by the Appraisal Order or this Agreement.
  - c. The Appraiser receiving the Order is required to provide the Appraisal Services at the price set forth in the of Agreement. The Consultant must perform all Services in accordance with the standards of performance set forth in the Agreement.

Appraisals meet applicable appraisal requirements and seek, if necessary, corrections or revisions. Before the City will accept an Appraisal, the Review Appraiser must determine that the Appraiser's documentation, including valuation data and the analyses of that data supports the Appraiser's opinion of value. Appraisers will be required to cooperate with a Review Appraiser in every manner.

#### **E. Consultation with the City**

The Consultant must assure that all Appraisers performing services pursuant to this Agreement will be available to consult with City employees about services to be performed by the Appraiser, at mutually convenient times. The Appraiser must initiate consultations whenever the Appraiser is in doubt about whether an element of property is real or personal property, or needs legal advice on any aspect of the Appraisals to be furnished to the City. The City may also initiate consultations whenever the City is in doubt about whether an element of property is real or personal property, or needs legal advice on any aspect of the Appraisals. There will be no charge by any party for these consultations.

#### **F. Appraisal Reports**

##### **1. Reports in General**

An Appraiser must complete a written report on each parcel, and must supplement this report with any additional narrative required to fully explain and justify the Appraiser's conclusions as to value and all other matters. The Appraiser must submit two hard copies of the Appraisal Report plus an electronic copy (PDF or similar format) for each parcel of property appraised. All Appraisal Reports must be printed on good quality paper and bound. The Appraisal Reports must be suitable for submission as evidence in courts of law. Appraisal Reports must be submitted to the Using Department on the date required in the Appraisal Order, but no later than three weeks after the Using Department issues the Notice to Proceed with the Appraisal Order, unless otherwise agreed to in writing. The date of valuation must be as close as possible to the date of delivery and in no case more than two weeks prior. In issuing Appraisal Orders, Using Departments may require that Appraisal Reports be completed on standard forms approved by the Department or may require that the Appraiser produce a self-contained, summary, or restricted use report. If the Using Department informs the Appraiser in the Appraisal Order that the funds to be used are City funds, State of Illinois funds or Federal funds, then the Appraisal Report must conform to current regulations established by the City, the State of Illinois, the standards of the Appraisal Institute, or any applicable Federal funding agency, as necessary and as may be directed by the Using Department.

##### **2. General Requirements for Appraisal Reports**

Unless otherwise directed in an Appraisal Order, the Appraiser must provide the following information as part of each Appraisal Report:

- b. The name, telephone number and address of the property owner, and the name of any other party known or believed to hold a separate compensable interest in the property. The Appraiser must, to the extent practicable, ascertain the names and rights of all parties in possession, and the terms or conditions of their tenancy or possession, and note for consideration all factual information and comments furnished by the owner or their representative relevant to the appraisal. The Appraiser must give the owner or their designated representative an opportunity to accompany the Appraiser during the inspection. If the owner of a compensable interest in the property or a representative of the owner does not accompany the Appraiser during the inspection, the Appraiser must include in the Appraisal Report a copy of the notification to the owner of the opportunity to accompany the Appraiser, and evidence of the owner's receipt of such notification, or a statement that the owner could not be located despite diligent effort.
- c. Off-record title information, if ascertained, concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession.
- d. The street address and an accurate description of each parcel and all interests in the parcel appraised. In addition, the Appraisal Report should contain all basic property data, including pertinent information with respect to, but not limited to: (1) the environment and location of the property, (2) the zoning and any restrictive covenants, conditions, or servitudes affecting the available use or occupancy of the land, (3) the assessed value of the real property, the amount of current annual real estate taxes, and the name of taxpayer (4) the use and occupancy of the property at time of appraisal, (5) the public improvements, services and utilities serving and providing access to the property, (6) the character, topography, dimensions, and area of the land, (7) any special hazards or deleterious conditions upon the property, if known or observed, including environmental hazards, (8) the current rental and rental history of the property, if known, (9) the estimated annual costs of ownership and for operation and maintenance of the property, if applicable, and (10) a description of the buildings, structures (including outdoor advertising signs), type of business, tenants, and other improvements, if any, including relevant information about the type of improvements, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility or obsolescence and any other characteristics or attributes of the improvements germane to the value of the real property.
- e. The Appraisal Report must contain the legal description of the parcel and a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way must be attached to and made a part of each report. The Appraisal Report must also include a tax plat, neighborhood map or aerial, and photographs, each clearly identified, as may be

pertinent to the desirability for the proposed new use or uses of the property and the properties with which it is compared. Information about comparable properties must include identification of the grantor and grantee.

These comparisons should also take into account other factors such as the existence or absence of structural improvements on the property, location of the property, its surroundings, distance from business centers, location of improved streets and roads, location of industries, conditions and appearance, and other relevant factors. The income producing potentialities of the property when redeveloped for a proposed new use or other uses should also be considered where applicable;

- (c) All other information and analyses that the Appraiser considers relevant to the fair market value of the property;
- (d) If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the ownership in the property, the Appraisal Report must contain the Appraiser's opinion of the market value for the part taken and any damages to the remainder as a result of this taking. The foregoing opinions must be supported in the report by the data and analyses by which the Appraiser formed these opinions;
- (e) All maps, plats, photographs, or other exhibits, as necessary to explain or illustrate the Appraiser's analyses. For all self-contained and summary reports, Appraisers must supply photographs of the subject property and all comparable properties used in the analysis, and supply a map indicating the relation of subject property to the comparable properties. Appraisers must also supply tables that summarize the pertinent characteristics, in description and of the transaction, of the comparable properties. The report must include identification of the grantor and grantee of each comparable transaction. Originals of these materials will be required on all copies of each Appraisal Report.

i. The Appraisal Report must include a list of all items of personal property considered to be part of the real property ("irremovable equipment").

j. A summary of special assessments for public improvements, if any, and a statement of the real estate taxes for the current year, if such can be ascertained.

### 3. Appraisal for a portion of a Parcel

Where the property sought to be acquired constitutes only a portion of a parcel, the Appraiser must generate an Appraisal Report in accordance with all requirements set forth above. In addition, the Appraiser must include in the Appraisal Report: (1) an

- (2) The Appraiser must appraise the property for such particular re-use as may be specified by the City.
- (3) The Appraiser must make all necessary or appropriate inspections, investigations, and studies to enable the Appraiser to perform properly the functions to be performed by the Appraiser under the Agreement.
- (4) The Appraiser must also prepare and deliver to the Using Department, within 45 calendar days after assignment of the parcel(s), or within the time specified in an Appraisal Order, an Appraisal Report containing:
  - (a) The Appraiser's estimates of the fair market re-use value of the property for the use specified by the Department;
  - (b) A discussion of the principal factors influencing the marketability and value of the property in the immediate area, including consideration of such matters as the activity of local real estate market during the past five years for properties comparable to the property appraised, the current demand for such properties and the extent of the competitive properties presently available to meet the current and future demand anticipated in a reasonable length of time, the environment of the area, and proposed improvements to be installed by the Using Department of which the Appraiser has been advised by the Using Department;
  - (c) Other information and analyses considered by the Appraiser or the Using Department to be relevant to the marketability or the valuation of the appraised property. For instance, vacant properties that are located in inactive real estate markets where the comparable sales information is insufficient from which to derive a reliable indication of value, the Appraiser should consider supporting the estimate of value by use of the land residual technique.

#### 6. Lease Appraisal

The Appraiser may be requested to prepare an Appraisal Report designed to determine the fair market rental value of property the City is considering leasing. Fair Market Rental Value is defined as:

"The rental income that a property would most likely command on the open market as indicated by current rentals being paid for comparable space (as of the effective date of the appraisal)."

The term is often synonymous with "economic rent." Fair market rental value should be based upon specified comparable rental properties.

allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which such item is adaptable, including salvage.

9. Easement Appraisals

If easements or other separate interests exist or are intended by the Using Department on a parcel of real property, and the division of ownership is not of such a character as to destroy the practical unity of the property, the Appraiser must determine the fair market value of the property to each interest held separately. The Appraisal Report must contain the data, analyses and reasoning by which the Appraiser made such determination.

10. Grants of Privilege Appraisals

The Appraiser may be requested to determine the per square foot fair market value of uses in, over and under the public way that are granted by the Using Department for permanent structures such as balconies, fences, generators, loading docks, conduit, irrigation systems, underground vaults, and temporary structures such as, but not limited to, windcreens, benches, kiosks, booths, that may be removed and the public way can be restored easily.

**CATEGORY 3: CONSULTING SERVICES**

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

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

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

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

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

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

2. As needed, compare actual expenses on real estate transactions and required expenses per executed lease, determining any discrepancies.

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

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

4	30,001 to 50,000sf	\$6,500	\$2,600
5	Over 50,000sf	\$7,500	\$3,000
6	Complex Valuation <sup>2</sup>		

**C Industrial Building**

1	Up to 25,000sf	\$4,500	\$1,800
2	25,001 to 50,000sf	\$5,250	\$2,100
3	50,001 to 100,000sf	\$6,000	\$2,400
4	Over 100,000sf	\$7,500	\$3,000
5	Complex Valuation <sup>2</sup>		

<sup>1</sup> Summary report

<sup>2</sup> Complex assignments will be competitively bid

<sup>3</sup> Each commercial unit in a residential building counts as 4 additional units

**III LEASEHOLD**

		FEE
		Appraisal <sup>1</sup>
<b>A Vacant Land</b>		
1	<=10,000sf	\$3,550
2	10,000sf – 1 acre	\$4,350
3	>1.0 – 5.0 acres	\$5,000
4	>5.0 – 25.0 acres	\$6,250
5	>25.0 – 50.0 acres	\$7,250
6	>=50.0 acres	\$8,250
7	Complex Valuation <sup>2</sup>	

**B Warehouse/Industrial Space**

1	Up to 25,000sf	\$3,000
2	25,001 to 50,000sf	\$3,500
3	50,001 to 100,000sf	\$4,000
4	Over 100,000sf	\$4,500
5	Complex Valuation <sup>2</sup>	

**C Commercial/Office Space**

1	Up to 10,000sf	\$3,000
2	10,001 to 25,000sf	\$3,500
3	25,001 to 50,000sf	\$4,000
4	Over 50,000sf	\$4,500
5	Complex Valuation <sup>2</sup>	

**IV UPDATES**

**A Appraisal Update**

1	Performed within 18 months of original appraisal	Not to exceed 50% of original
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**EXHIBIT 1  
SCHEDULE OF COMPENSATION  
CATEGORY 3  
REAL ESTATE CONSULTING SERVICES  
(2012-2017)**

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

**COMPANY NAME: APPLIED REAL ESTATE ANALYSIS, INC**

<b>Key Personnel (Title)</b>	<b>Fully Loaded Hourly Rates* Year:2012</b>	<b>Fully Loaded Hourly Rates* Year:2013</b>	<b>Fully Loaded Hourly Rates* Year:2014</b>	<b>Fully Loaded Hourly Rates* Year:2015</b>	<b>Fully Loaded Hourly Rates* Year:2016</b>	<b>Fully Loaded Hourly Rates* Year:2017</b>
Principal	\$268	\$277	\$286	\$295	\$304	\$314
Senior Consultant	\$241	\$249	\$257	\$265	\$273	\$282
Vice President	\$218	\$225	\$232	\$239	\$247	\$255
Assistant Vice President/Consultant	\$170	\$176	\$182	\$188	\$194	\$200
Senior Analyst	\$143	\$148	\$153	\$158	\$163	\$168
Analyst/Junior Consultant	\$115	\$119	\$123	\$127	\$131	\$135
Junior Analyst	\$112	\$116	\$120	\$124	\$128	\$132
Administrative Support	\$79	\$82	\$85	\$88	\$91	\$94

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

**Department of General Services,  
Department of Housing and Economic Development  
and Chicago Department of Aviation**

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

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

**A. INSURANCE TO BE PROVIDED**

1) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence and \$5,000,000 for airport airside access for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

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

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$5,000,000 for airport airside access, for bodily injury and property damage. The City of

equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for Consultant to obtain and maintain the specified coverages. The Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

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

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

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

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



914 South Wabash  
Chicago, Illinois 60605  
Telephone 312.461.9332  
Fax 312.461.0015

mainoffice@areainc.net  
www.areainc.net

January 27, 2012

Jamie Rhee  
Chief Procurement Officer  
City of Chicago  
121 N. LaSalle Street, Room 403  
Chicago, IL 60602

**SUBJECT: MASTER CONSULTING AGREEMENT FOR REAL ESTATE SERVICES  
SPECIFICATION NUMBER 96087  
CONTRACT NUMBER 26075**

Dear Ms. Rhee:

Applied Real Estate Analysis (AREA), Inc., is pleased to enter into an agreement with the City of Chicago for real estate consulting services. Within the contract document, Exhibit 2: Insurance Requirements and Evidence of Insurance indicates that the Commercial General Liability and Automobile Liability policies must have limits not less than \$2,000,000 per occurrence and not less than \$5,000,000 for airport airside access for bodily injury, personal injury, and property damage liability. While AREA currently does not have limits of \$5,000,000 for airport airside access, should a task order be issued requiring airport airside access, we will fully comply with the insurance requirements.

If you have any questions, please do not hesitate to contact me via telephone at (312) 461-9332 or email at [mmitchell@areainc.net](mailto:mmitchell@areainc.net).

Sincerely,  
**APPLIED REAL ESTATE ANALYSIS, INC.**

Maxine V. Mitchell, CRE®  
President



# EVIDENCE OF PROPERTY INSURANCE

TNF  
R054DATE (MM/DD/YYYY)  
01-31-2012

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

<b>AGENCY</b> ISU INS SVCS THE MACHON AGENCY/PHS PO BOX 29611 CHARLOTTE NC 28229		<b>PHONE</b> (A/C, No, Ext): (866) 467-8730	<b>COMPANY</b> Hartford Casualty Ins Co	
<b>FAX</b> (A/C, No): (877) 538-8526	<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b> 551680	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> 83 SBA PK6387
<b>INSURED</b> MAXINE MITCHELL DBA AREA, INC. & APPLIED REAL ESTATE ANALYSIS INC 914 S. WABASH AVE. CHICAGO IL 60605		<b>EFFECTIVE DATE</b> 07/22/2011	<b>EXPIRATION DATE</b> 07/22/2012	<input type="checkbox"/> <b>CONTINUED UNTIL</b> <input type="checkbox"/> <b>TERMINATED IF CHECKED</b>
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

## PROPERTY INFORMATION

<b>LOCATION/DESCRIPTION</b> Location: 1, Building: 1 REAL ESTATE APPRAISER 914 S. WABASH AVE. CHICAGO IL 60605-2205
---

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
<b>Policy Coverages:</b> Special Form Including Theft Business Income with Extra Expense Equipment Breakdown Coverage		
<b>Location Level Coverages:</b> Business Personal Property - Replacement Cost Computers and Media Coverage	\$119,300 \$50,000	\$250 \$250

## REMARKS (Including Special Conditions)

Valuable Papers	\$500,000
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## CANCELLATION

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

## ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b> City Of Chicago Procurement Department 121 N LA SALLE ST RM 403 CHICAGO, IL 60602	<input type="checkbox"/> <b>MORTGAGEE</b>	<input type="checkbox"/> <b>ADDITIONAL INSURED</b>
	<input type="checkbox"/> <b>LOSS PAYEE</b>	
<b>LOAN #</b>		
<b>AUTHORIZED REPRESENTATIVE</b> 		

ISU INS SVCS THE MACHON AGENCY/PHS  
PO BOX 29611  
CHARLOTTE NC, 28229

CITY OF CHICAGO  
DEPARTMENT OF PROCUREMENT SERVICES  
CITY HALL  
121 N LA SALLE ST RM 403  
CHICAGO, IL 60602

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Additional Certholder Text

Those usual to Insured's Operations. The City of Chicago is an Additional Insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago and Coverage is primary & non-contributory per the Business Liability Coverage Form SS0008. A Business Liability Waiver of Subrogation applies to the certificate holder per form SS1215, Waiver of Subrogation. Insurance applies separately to each interest against whom claim is made or "suit" is brought per the Business Liability Coverage Form SS0008, attached to this policy. A Workers Compensation Waiver of Subrogation applies to the certificate holder per form WC000313, Waiver of Our Right to Recover from Others Endorsement. 60 Days Notice of cancellation will be provided in accordance with form ss1220.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/27/2012

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

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

<b>PRODUCER</b> Leatzow Insurance 300 S. Riverside Plaza, Suite 2100 Chicago, IL 60606	CONTACT NAME	JO ELLEN COX	
	PHONE	(312) 930-5556	FAX (866) 741-2778
	EMAIL ADDRESS	jo@leatzowinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Applied Real Estate Analysis, Inc. 914 S. Wabash Chicago, IL 60605	INSURER A:	New Hampshire Insurance Company	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

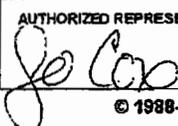
COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

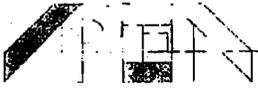
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL AND ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Hired Autos			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A			DOES NOT APPLY			WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			011192991	8/8/2011	8/8/2012	2,000,000 each claim 2,000,000 aggregate

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

Secification No. 96807

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Chicago Procurement Department Attn: Jamie L. Rhee 121 N. LaSalle Street Suite 403 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  LEATZOW INSURANCE



Applied Real Estate Analysis, Inc.

914 South Wabash  
Chicago, Illinois 60605  
Telephone 312.461.9332  
Fax 312.461.0015

mainoffice@areainc.net  
www.areainc.net

January 30, 2012

Jamie Rhee  
Chief Procurement Officer  
City of Chicago  
121 N. LaSalle Street, Room 403  
Chicago, IL 60602

**SUBJECT: MASTER CONSULTING AGREEMENT FOR REAL ESTATE SERVICES  
SPECIFICATION NUMBER 96087  
CONTRACT NUMBER 26075**

Dear Ms. Rhee:

Applied Real Estate Analysis (AREA), Inc., is pleased to enter into an agreement with the City of Chicago for real estate consulting services. As a City of Chicago certified minority-owned business enterprise (MBE) and woman-owned business enterprise (WBE), AREA fully recognizes the value and importance of meeting MBE and WBE participation goals. To that end, AREA commits to achieving a minimum MBE and WBE participation of 25 and 5 percent respectively of the total dollar value of all task orders awarded during the contract term.

If you have any questions, please do not hesitate to contact me via telephone at (312) 461-9332 or email at [mmitchell@areainc.net](mailto:mmitchell@areainc.net).

Sincerely,  
**APPLIED REAL ESTATE ANALYSIS, INC.**

**Maxine V. Mitchell, CRE®**  
President

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

II. **Definitions**

- A. **"Minority Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

- E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in the contract's work or services.
- F. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.
- G. **"Respondent"** means any individual or firm responding to a Request for Information (RFI), Request for Proposal (RFP), and Request for Qualification (RFQ).
- H. **"Task Order Request"** is a solicitation document issued by a user department for a specific task or tasks pertaining to the scope of services required by the user department during the term of the agreement. The Consultants will respond to the department's request by submitting a complete Task Order proposal for the department's review and approval.

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

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A Joint Venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

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

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

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

1. If a Task Order Proposer determines that it is unable to meet the MBE and/or WBE goal percentage identified on the Task Order Request, a written request for the MBE and/or WBE percentage reduction or a full waiver of the MBE/WBE goal must be included in the Task Order Proposal.
2. The Task Order Proposer's written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the Task Order Proposer letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure the services of certified Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or her designee shall determine whether the request for the reduction or waiver will be granted.
3. **Task Order Proposer will be considered responsive to the terms and conditions of these Regulations if a written request and all supporting documentation that adequately addresses the conditions for a reduction or waiver of MBE/WBE goals is submitted with each Task Order Proposal.** Failure to submit documentation sufficient to support the waiver request will cause the Task Order Proposal to be found non-responsive by the Chief Procurement Officer, and the Task Order Proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in her sole discretion, may include, but are not limited to, negotiating with the next Task Order Proposer or re-soliciting the Task Order Request. All Task Order Proposers are required to submit all required documents with each Task Order Proposal in order to expedite the approval process and issue a notice to proceed.

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

- a. A detailed statement of the scope of services or work identified for MBE/WBE participation for which the Task Order Proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% or higher).
  - (1) A listing of all potential subcontractor(s)/subconsultant(s) contacted for a quotation on that scope of services or work item;
  - (2) Prices quoted for the subcontract in question by all such potential subcontractor(s)/subconsultant(s) for that scope of services or work item.
- b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

The City's estimate for the work under a specific subcontract;

- (2) The Task Order Proposer's own estimate for the work under the subcontract;
- (3) An average of the bona fide prices quoted for the subcontract;
- (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

#### **B. Assist Agency Participation**

Every MBE and or WBE waiver and/or reduction request must include evidence that the Task Order Proposer has provided timely notice of the need for subcontractor(s)/subconsultant(s) to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A.

The notice requirement of this Section will be satisfied if a Task Order Proposer contacts at least one of the associations shown on Attachment A. When a Task Order Proposer seeks a waiver or reduction in the utilization of MBE/WBE goals, Attachment B provides the letter format a Task Order Proposer may use. If deemed appropriate, the Chief Procurement Officer or Executive Director may contact the assist agency for verification of notification.

#### **C. Impracticability**

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular Task Order Request prior to the solicitation, the Task Order Request shall include a statement of such revised standard.
2. The MBE/WBE goal requirements set forth in these Regulations shall not apply

total proposed dollar value of the Task Order Proposal. All Compliance Plan commitments must conform to the Schedule C-3s.

**D. Letters of Certification**

A copy of each proposed MBE's and WBE's current Letter of Certification from the City of Chicago must be submitted with each Task Order Proposal in response to a Task Order Request.

A Letter of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of services as detailed in the Schedule C-3 must conform to its area(s) of specialty. Where an MBE or WBE is proposed to perform services not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the Task Order Proposal submittal date.

**VII. Reporting Requirements during the Term of the Contract**

- A. After each Task Order has been completed, the Task Order Proposer must submit a MBE/WBE Utilization Report for that specific Task Order project.
- B. "MBE/WBE Utilization Reports" are to be submitted directly to: Office of Compliance, Attn: Supplier Diversity Program, 333 S. State Street, Suite 320, Chicago, IL 60604
- C. The Executive Director shall be entitled to examine, on five (5) business days prior notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

**VIII. MBE/WBE Substitutions**

Changes by the Task Order Proposer of the commitments earlier certified in the Schedule D-3 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The Task Order Proposer must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of services. The Task Order Proposer's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the Task Order Proposer when a substitution of Subcontractor(s)/Subconsultant(s) becomes necessary for the Task Order Proposer in order to comply with MBE/WBE contract requirements.

After a Notice to Proceed has been issued, no relief of the MBE/WBE requirements will be

contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**XI. Penalty for Failure to Meet MBE/WBE Commitments**

In accordance with Article IV Section 2-92-445 of the Municipal Code of Chicago, in the event a Contractor fails to meet its overall MBE/WBE commitment on a specific contract, a penalty may be assessed.

**XII. Record Keeping**

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

**XIII. Information Sources**

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

**U.S. Small Business Administration**  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60661  
General Information  
(312) 353-4528

**S.B.A. - Bond Guarantee Program  
Surety Bonds**  
500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Carole Harris  
(312) 353-4003

**S.B.A. - Procurement Assistance**  
500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Robert P. Murphy, Area Regional Administrator  
(312) 353-7381

Project information and general MBE/WBE information:

**City of Chicago**

Form will be provided upon task order award.

**SCHEDULE C-3**  
**MBE/WBE to Perform as Subcontractor/Subconsultant**  
**Task Order Contracts**

Contract #: \_\_\_\_\_ Project #: \_\_\_\_\_

Project Description: \_\_\_\_\_  
-----

From: \_\_\_\_\_  
(Name of Subcontractor)

Please check one: MBE: [ ] WBE: [ ] Non - M/WBE: [ ]

To: \_\_\_\_\_ and the City of Chicago:  
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

\_\_\_\_\_  
\_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:

\_\_\_\_\_  
\_\_\_\_\_

Sub-Subcontracting levels:

\_\_\_\_\_ % of the dollar value of the MBE/WBE's subcontract will be sublet to a non-MBE/WBE firm.

\_\_\_\_\_ % of the dollar value of the MBE/WBE's subcontract will be sublet to a MBE/WBE firm.

Note: On a separate sheet of paper, list the name of the firms and provide a brief explanation and description of such work that will sublet to said firms and attach it to this Schedule.

\_\_\_\_\_  
(Signature of Owner or Authorized Agent)

\_\_\_\_\_  
Name / Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

---

2. Name of MBE/WBE: \_\_\_\_\_

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

Name of Contact Person/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Percentage of Participation: \_\_\_\_\_ %

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

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3. Name of MBE/WBE: \_\_\_\_\_

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

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

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

Percentage of Participation: \_\_\_\_\_ %

If indirect participation is being used, describe in detail the service that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

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III. **Summary of Indirect MBE/WBE Proposal:**

**1. MBE Indirect Participation**

Name of MBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE <u>Indirect</u> Participation	\$ _____	_____ %

**2. WBE Indirect Participation**

Name of WBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE <u>Indirect</u> Participation	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name \_\_\_\_\_ Phone Number: \_\_\_\_\_

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

\_\_\_\_\_  
Signature of Affiant (Date)

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name /s of person/s)  
as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)  
of \_\_\_\_\_ (name of party on behalf of whom instrument  
was executed).

(Seal)

\_\_\_\_\_  
Signature of Notary Public

*I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.*

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name/s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**Latin American Chamber of Commerce**  
3512 West Fullerton Avenue  
Chicago, IL 60647  
Phone: (773) 252-5211  
Fax: (773) 252-7065  
Web:  
[www.latinamericanchamberofcommerce.com](http://www.latinamericanchamberofcommerce.com)

**National Association of Women Business Owners  
Chicago Chapter**  
230 E. Ohio, Suite 400  
Chicago, IL 60611  
Phone: (312) 224-2605  
Fax: (312) 6448557  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)

**Rainbow/PUSH Coalition  
International Trade Bureau**  
930 E. 50th Street  
Chicago, IL 60615  
Phone: (773) 256-2781  
Fax: (773) 373-4104  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)

**Suburban Minority Contractors Association**  
1250 Grove Ave. Suite 200  
Barrington, IL 60010  
Phone: (847) 852-5010  
Fax: (847) 382-1787  
Web: [www.suburbanblackcontractors.org](http://www.suburbanblackcontractors.org)

**Uptown Center Hull House**  
4520 N. Beacon Street  
Chicago, IL 60640  
Phone: (773) 561-3500  
Fax: (773) 561-3507  
Web: [www.hullhouse.org](http://www.hullhouse.org)

**Women Construction Owners & Executives  
(WCOE)**  
Chicago Caucus  
308 Circle Avenue  
Forest Park, IL 60130  
Phone: (708) 366-1250  
Fax: (708) 366-5418  
Web: [www.wcoeusa.org](http://www.wcoeusa.org)

**Women's Business Development Center**  
8 South Michigan Ave., Suite 400  
Chicago, IL 60603

Phone: (312) 853-3477  
Fax: (312) 853-0145  
Web: [www.wbdc.org](http://www.wbdc.org)

**Chicago Women In Trades (CWIT)**  
4425 S. Western Blvd.  
Chicago, IL 60609-3032  
Phone: (773) 376-1450  
Fax: (312) 942-0802  
Web: [www.chicagowomenintrades.org](http://www.chicagowomenintrades.org)

**Coalition for United Community Labor Force**  
1253 W. 63rd Street  
Chicago, IL 60636  
Phone: (312) 243-5149

**Illinois Black Chamber of Commerce**  
331 Fulton Street, Suite 530  
Peoria, IL 61602  
Phone: (309) 740-4430  
Fax: (309) 672-1379  
[www.ilbcc.org](http://www.ilbcc.org)

**Englewood Black Chamber of Commerce**  
P.O. Box 21453  
Chicago, IL 60621

**South Shore Chamber, Incorporated  
Black United Funds Bldg.**  
1750 E. 71st Street  
Chicago, IL 60649-2000  
Phone: (773) 955- 9508

**United Neighborhood Organization (UNO)**  
954 W. Washington Blvd., 3rd Floor  
Chicago, IL 60607  
Phone: (312) 432-6301  
Fax: (312) 432-0077  
Web: [www.uno-online.org](http://www.uno-online.org)

**National Organization of Minority Engineers**  
33 West Monroe Suite 1540  
Chicago, Illinois 60603  
Phone: (312) 425-9560  
Fax: (312) 425-9564  
Web: [www.nomeonline.org](http://www.nomeonline.org)

Jan 2012



**CERTIFICATE OF FILING FOR**  
**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT**

EDS Number: 24988

Date of This Filing: 01/27/2012 03:45 PM

Certificate Printed on: 01/27/2012

Original Filing Date: 09/19/2011 10:41 AM

Disclosing Party: Applied Real Estate Analysis, Title: President  
Inc.

Filed by: Ms. Maxine V. Mitchell

Matter: Real Estate Appraisal, Brokerage, and  
Consulting Services

Applicant: Applied Real Estate Analysis, Inc.

Specification #: 96087

Contract #: 26075

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

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

EXHIBIT 4

**General Conditions**

**GENERAL CONDITIONS  
SUPPLY/SERVICE**

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**GC-03      INSURANCE REQUIREMENTS**

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

**Insurance Requirements of the Contractor**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

**1. Coverages**

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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 Contractor's obligations to obtain insurance pursuant to these insurance requirements.

**GC-04 INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

**GC-05 INDEMNIFICATION**

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

**GC-06 PAYMENT**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GC-07 PREPAID FEES**

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

**GC-12      DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

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

**GC-13      COUNTY'S REMEDIES**

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

**GC-17 PATENTS, COPYRIGHTS AND LICENSES**

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

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

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

**GC-18 COMPLIANCE WITH THE LAWS**

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

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

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE**

I. **POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a

than three (3) business days after the submission date.

**GC-19**      **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B.    Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C.    Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III.    NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV.    REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19**      **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

SS11.1.11

**GC-22 ACCIDENT REPORTS**

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF COUNTY PREMISES AND RESOURCES**

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

**GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

**GC-25 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**TO THE COUNTY:**

COOK COUNTY CHIEF PROCUREMENT OFFICER  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
Include County Contract Number in all notices)

**TO THE CONTRACTOR:**

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

**GC-30      CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

**GC-31      CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

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

**GC-32      GOVERNING LAW**

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

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

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

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**GC-39 COOPERATIVE PURCHASING**

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**GC-40 COOPERATION WITH INSPECTOR GENERAL**

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

**END OF SECTION**

**EXHIBIT 5**

**Evidence of Insurance**

**SS11.1.11**

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/31/13

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).

<b>PRODUCER</b> ISU Insurance Services The Machon Agency 838 Busse Highway Park Ridge, IL 60068-2302 Machon & Machon, Inc.	847-993-1300 847-993-1600	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Area Inc. Applied Real Estate Analysis Inc. 914 S Wabash Avenue Chicago, IL 60605	<b>INSURER A:</b> Hartford Casualty Ins. Co.		<b>29424</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	83SBAPK6387	07/22/12	07/22/13	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		83SBAPK6387	07/22/12	07/22/13	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	83WECAD0280	07/22/12	07/22/13	<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

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

Cook County, its officials, employees and agents are named as additional insureds on referenced General Liability policy as per form SS0008 attached to the policy.

**CERTIFICATE HOLDER****CANCELLATION**

Renee Milton  
 Contract Negotiator Cook Count  
 Office of the Chief Procurement  
 118 N Clark Street Room 1018  
 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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/31/2013

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 Leatzow Insurance 300 S. Riverside Plaza, Suite 2100 Chicago, IL 60606	CONTACT NAME	Karen Bronson	
	PHONE	(312) 930-5556	FAX (866) 741-2778
	EMAIL ADDRESS	karen@leatzowinsurance.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	New Hampshire Insurance Company	23841
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL AND ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Hired Autos			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			DOES NOT APPLY			<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	PROFESSIONAL LIABILITY			012295327	8/8/2012	8/8/2013	2,000,000 each claim 2,000,000 aggregate								

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

Cook County Real Estate Appraisal Services

CERTIFICATE HOLDER	CANCELLATION
Office of the Chief Procurement Officer Cook County Attn: Renee Milton 118 N Clark Street Room 1018 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 <i>Karen Bronson</i> LEATZOW INSURANCE

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