

**CONTRACT FOR SERVICE**

**CONTRACT NO. 1384-12807**



**PROPERTY MANAGEMENT SERVICES**

**FOR**

**COOK COUNTY REAL ESTATE MANAGEMENT DIVISION**

**WITH: 69 WEST WASHINGTON MANAGEMENT COMPANY, L.L.C.**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE**

**ISSUED BY THE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

CONTRACT FOR SERVICE  
PART I  
AGREEMENT

This Contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and 69 West Management Company L.L.C., doing business as a limited liability company of the State of Illinois hereinafter referred to as "Manager" or "Contractor".

WHEREAS, the County is owner of certain real property and a building situated commonly referred to as the "Modern Records Center for the Cook County Clerk of the Circuit Court" or the "Cicero Records Center" and is located at 1330 South 54<sup>th</sup> Avenue, Cicero, Illinois (the "**PROPERTY**"); and

WHEREAS, the County is responsible for procuring services for the **COOK COUNTY REAL ESTATE MANAGEMENT DIVISION** (hereinafter the "Using Department"), which provides Services to the residents of Cook County; and

WHEREAS, the Using Department requires the following services: **PROPERTY MANAGEMENT SERVICES (the "SERVICES")**; and

WHEREAS, the Manager and County have previously entered a certain Management Agreement dated as of August 1, 1997 for management of the building commonly known as the Cook County Administration building located at 69 West Washington Street, Chicago, Illinois, which agreement was extended and modified by First Amendment to Management Agreement dated as of June 1, 2000, Second Amendment dated as of July 1, 2003, Third Amendment dated as of July 12, 2006, Fourth Amendment dated as of June 16, 2009 and Fifth Amendment dated as of July 5, 2012 (collectively, such agreement and amendments are referred to as the "Management Agreement"), which is attached hereto and incorporated by reference as though fully set forth herein; and

WHEREAS, the County, through the Using Department desires the Manager to provide similar property management services for the Property upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein; and

WHEREAS, the Manager warrants that it is ready, willing and able to perform the Services as may be required by the County upon the terms and pricing set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual undertakings herein set forth, the parties agree as follows:

I. PROPERTY MANAGEMENT SERVICES

The Manager agrees to perform the following Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT TERM AND RENEWAL TERMS

This Contract shall be effective upon the execution of the contract documents by the County, and the term of the Contract shall be February 21, 2013 through April 30, 2014.

III. PAYMENT

All charges shall not exceed the amount of \$119,852.68 and shall be paid in accordance with Exhibits "A" and "B." Invoices in triplicate on County Invoice Form 29A shall be, submitted by the Manager to the Using Department when requesting payment. The County shall have the right to examine the books of the Manager for the purpose of auditing the same with reference to all charges made to the County.

In the event the Manager receives payment under the Contract, reimbursement for which is later disallowed by the County, the Manager 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 Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and Contract for Service and is incorporated herein by this reference.

V. EXHIBITS

This Contract incorporates the following Documentation:

1. Exhibit "A" Scope of Services
2. Exhibit "B" Budget and Compensation
3. Exhibit "C" Management Agreement
4. Exhibit "D" Evidence of Insurance

Notwithstanding such incorporation, none of the terms set forth in any Exhibit 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.

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GENERAL CONDITIONS  
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**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**GC-02 PERSONNEL**

[Intentionally Omitted]

**GC-03 INSURANCE REQUIREMENTS**

[Intentionally Omitted]

**GC-04 INSPECTION AND RESPONSIBILITY**

[Intentionally Omitted]

**GC-05 INDEMNIFICATION**

[Intentionally Omitted]

**GC-06 PAYMENT**

[Intentionally Omitted]

**GC-07          PREPAID FEES**  
**[Intentionally Omitted]**

**GC-08          TAXES**  
**[Intentionally Omitted]**

**GC-09          PRICE REDUCTION**  
**[Intentionally Omitted]**

**GC-10          CONTRACTOR CREDITS**  
**[Intentionally Omitted]**

**GC-11          DISPUTES**  
**[Intentionally Omitted]**

**GC-12          DEFAULT**  
**[Intentionally Omitted]**

**GC-13          COUNTY'S REMEDIES**  
**[Intentionally Omitted]**

**GC-14          CONTRACTOR'S REMEDIES**  
**[Intentionally Omitted]**

**GC-15          DELAYS**  
**[Intentionally Omitted]**

**GC-16          MODIFICATIONS AND AMENDMENTS**

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

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than \$150,000.00 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000.00 or more without approval of the County Board.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Board, or where applicable, the Chief Procurement Officer is void and unenforceable.

**GC-17 PATENTS, COPYRIGHTS AND LICENSES**  
**[Intentionally Omitted]**

**GC-18 COMPLIANCE WITH THE LAWS**  
**[Intentionally Omitted]**

**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 Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

**II. REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

**A. MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

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

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

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.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CONT.)**

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.

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

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

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

Administrator  
Cook County Office of Contract Compliance  
118 N. Clark Street – Room 1020  
Chicago, Illinois 60602  
(312)603-5502

**GC-20            MATERIAL DATA SAFETY SHEET  
[Intentionally Omitted]**

**GC-21            CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

**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**  
**[Intentionally Omitted]**

**GC-25            GENERAL NOTICE**  
**[Intentionally Omitted]**

**GC-26            GUARANTEES AND WARRANTIES**  
**[Intentionally Omitted]**

**GC-27            STANDARD OF DELIVERABLES**  
**[Intentionally Omitted]**

**GC-28            DELIVERY**  
**[Intentionally Omitted]**

**GC-29            QUANTITIES**  
**[Intentionally Omitted]**

**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. Part I of this Contract.
2. Part II, Cook County General Conditions
3. Economic Disclosure Statement ("EDS")
3. EXHIBIT "A" – Scope of Services
4. EXHIBIT "B" --- Budget and Compensation
5. EXHIBIT "C" – Management Agreement
6. EXHIBIT "D" – Evidence of Insurance

**GC-31            CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**  
**[Intentionally Omitted]**

**GC-32            GOVERNING LAW**  
**[Intentionally Omitted]**

**GC-33            AUDIT; EXAMINATION OF RECORDS**  
**[Intentionally Omitted]**

**GC-34            WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

**GC-35 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**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**

[Intentionally Omitted]

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

[Intentionally Omitted]

**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.

**GC-41 FEDERAL CLAUSES**

[Intentionally Omitted]

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number **1384-12807** for **Property Management Services** for the **Cook County Real Estate Management Division**, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	PROPERTY MANAGEMENT SERVICES, AS PER EXHIBIT "A" HEREIN.
			<b><u>\$119,853.00/JOB</u></b>
			<b><u>\$119,853.00/TOTAL</u></b>

**GRAND TOTAL  
NOT TO EXCEED:      \$119,853.00**

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: FEBRUARY 21, 2013 THROUGH APRIL 30, 2014

**EXHIBIT "A"**

**SCOPE OF WORK**

**EXHIBIT A**  
**SCOPE OF SERVICES**

The terms and conditions set forth in the Agreement shall govern the services to be provided at the "Modern Records Center for the Cook County Clerk of the Circuit Court" or the "Cicero Records Center" , except as hereinafter set forth:

1. The term will commence effective February 21, 2013 and will continue on a month to month basis until permanent management is in place. It is estimated this period will be approximately six months. This agreement may be terminated by the County upon 30 days written notice.
2. Compensation for these services will be as follows: a management fee of \$1,500 per month will be paid during the period of vacancy. Based upon the initial months of operation and the conclusion of negotiations of a construction contract with another party, this amount may be adjusted by agreement, if warranted by the services needed. If this Agreement is still in place at the time of occupancy by the County for the conduct of intended operations, further adjustment to the Management Fee may be discussed.
3. Manager will establish a separate bank account or accounts for the Warehouse Property in accordance with the requirements of Section 2.3 of the Management Agreement. Manager will report to the Cook County Director of Real Estate Management (the "Director") on all issues, rather than the reporting structure set forth in Section 2.14 of the Management Agreement. Manager shall provide a separate monthly report for the Warehouse Property in accordance with Section 3.3 of the Management Agreement; provided, however, that such reports may be provided in electronic format, unless a hard copy report is specifically requested by the Director.
4. Manager will arrange for utilities and provide all services necessary for the management, operation, security and maintenance of the Warehouse Property, through its employees or through independent contractors. Manager will not perform any construction or improvements to the Warehouse Property. All costs of such utilities and services will be billed to and paid by Manager, with funds provided by the County and as the County's agent.
5. Manager will visit the Warehouse Property at least once per day, conducting a walk-through in order to detect any problems or concerns with the condition of the Warehouse Property.
6. Manager will provide 24/7 contact for any fire or similar alarm system.
7. Management will contract and pay, as County's agent and with funds provided by the County, for snow removal and exterior maintenance (landscaping, if necessary, sweeping, and similar services any necessary repairs. Any questions as to the extent of services to be provided will be determined by the Director of the Cook County Real Estate Management Division.
8. No Leasing or Construction Administration services will be required.
9. All terms and conditions of the Management Agreement shall apply, **except for the following provisions:** 2.2, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 4.2, 4.3, 5.1, 5.2, 5.3, 5.4.
10. Total payments under this Agreement shall not exceed \$80,000.

**EXHIBIT "B"**

**BUDGET AND COMPENSATION**

CONTRACT NO. 1384-12807  
 1330 S. 54TH Ave Cicero Warehouse  
 Budget from February 21, 2013 to April 30, 2014

Expense

Utilities	Comments	
Electricity		\$ 30,377.00
Water and Sewer		\$ 3,987.00
Gas and Oil		\$ 21,832.00

Total: \$ 56,196.00

HVAC R&M	Comments	
Inspect Fans & Roof Repair		\$ 4,270.00

Total: \$ 4,270.00

Engineers Labor	Comments	
Engineers Labor		\$ 8,673.00

Total: \$ 8,673.00

Management Fee	Comments	
Management Fee \$1,500 per month		\$ 21,375.00

Total: \$ 21,375.00

Building Supplies	Comments	
Admin		\$ 25.00
Paint		\$ 1,069.00
Flat Bed, Brooms, Etc.		\$ 962.00
Keys		\$ 1,275.00
Lock Boxes		\$ 173.00

Total: \$ 3,504.00

Painter's Labor	Comments	
Graffiti Removal		\$ 2,161.00

Total: \$ 2,161.00

Landscape/Snow Removal	Comments	
Landscape		\$ 1,476.00
Exterior Sweeping		\$ 1,225.00
Snow Removal		\$ 18,065.00
Ice Melt		\$ 713.00
Miscellaneous		\$ -

Total: \$ 21,479.00

Alarm R&M	Comments	
Alarm Monitoring		\$ 482.00
Fire Pump Test		\$ 1,300.00
Pump Perf. Test		\$ 250.00
Service Call		\$ 163.00

Total: \$ 2,195.00

**Grand Total: \$ 119,853.00**

EXHIBIT "C"

MANAGEMENT AGREEMENT

**CONTRACT FOR SERVICE**

**DOCUMENT NO. 97-43-1066**



**PROPERTY MANAGEMENT SERVICES  
FOR  
COOK COUNTY REAL ESTATE MANAGEMENT DIVISION**

**WITH: 69 WEST WASHINGTON MANAGEMENT COMPANY, L.L.C.**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
JOHN H. STROGER, JR., PRESIDENT**

**APPROVED BY BOARD  
COUNTY COMMISSIONERS**

**AUG 05 1997**

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**ISSUED BY THE  
OFFICE OF THE PURCHASING AGENT**

**07017**

**REQ. #72000610**

**dc/0729**

# MANAGEMENT AGREEMENT

AGREEMENT, dated as of August 1, 1997 between The  
politic of the State of Illinois ("Owner" or "County") and 69 West Washington Management Company, a  
limited liability company ("Manager").

## WITNESSETH:

WHEREAS, Owner is the owner of certain real property and the building(s) situated thereon known as 69 West Washington Street, Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, Manager is engaged in the management, marketing and operation of various office buildings in the central business district of the City of Chicago, and has experience in all phases of office building management and operation; and

WHEREAS, ~~Owner~~ wishes to engage Manager to perform the services set forth herein and Manager is willing to accept such engagement, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, Owner and Manager hereby agree as follows:

## ARTICLE I

### APPOINTMENT AND TERM OF MANAGER

Owner hereby engages Manager as the manager of the Property upon the terms and conditions herein stated, for a three-year term beginning on the date hereof and ending on July 31, 2000, unless sooner terminated pursuant to the provisions of this Agreement.

## ARTICLE II

### SERVICES OF MANAGER

2.1 Generally. Manager shall direct, supervise, manage, operate, maintain and repair the Property, develop, institute and follow programs and policies to facilitate the operation of the Property, and supervise the construction and completion of tenant improvements to be completed in the Property ("Tenant Improvements", it being understood that Tenant Improvements includes improvements for occupancy by Cook County departments, agencies and elected officials, as well as other tenants), ~~in compliance with Owner's directives.~~ Manager shall perform its duties and services in a commercially reasonable manner consistent with the assumptions made in the Budget as to staffing and duties and in accordance with the standards of other buildings similar to the Property ("Professional Standard"). ~~Manager covenants that it will operate the Property and supervise the construction of Tenant Improvements pursuant to the terms of this Agreement and the direction of Owner.~~

### 2.2 Annual Management Plan and Budget.

- (a) Upon Manager's execution of this Agreement and by July 31 of each year of the term of this Agreement, Manager shall submit to Owner, for Owner's written approval, an ~~Annual Management Plan~~ for the Property, which shall consist of ~~(i) a proposed operating budget, (ii) a proposed leasing plan, and (iii) recommended changes and improvements to the Property and its operation.~~ Notwithstanding the foregoing sentence, the Annual Management Plan furnished upon execution of this Agreement need not include the leasing plan described in subparagraph 2.2 (a)(ii), which leasing plan shall be provided

within thirty (30) days after execution of this Agreement by the County. ~~The proposed operating budget shall detail all expenditures necessary and desirable for the operation and management of the Property, including the Management Fee set forth herein, and all other costs which will be reimbursed by Owner. Manager's overhead and profit shall not constitute Property Expenses, except as such are covered by the Management Fee. Upon approval of the proposed budget by Owner, the proposed budget shall constitute the "Budget" and expenditures set forth therein shall constitute "Property Expenses."~~

- (b) ~~Prior to commencement of construction of any Tenant Improvements, Manager shall prepare a budget or initial cost summary setting forth the cost of such Tenant improvements and the estimated date of completion of construction of such Tenant Improvements (the "Construction Budget") of which Manager shall obtain Owner's written consent or approval. Once so approved, the expenditures set forth therein, including the Construction Administration Fee (hereinafter defined) shall constitute "Property Expenses."~~
- (c) ~~Manager shall operate on the budget approved by the Owner (the "Construction Budget" after having been approved by the Owner) and shall operate on the Construction Budget as to Tenant Improvements. No expense may be incurred or commitments made by Manager which exceed the amount allocated to that expense item for the period in question in the Budget or Construction Budget without the prior written consent of Owner; provided, however, that the foregoing limitation with respect to incurring any expenses in excess of the Budget shall not apply to expenses relating to taxes, utilities or Emergencies (as defined in Section 2.8) and further provided that changes in the Construction Budget shall be authorized only in accordance with Exhibit E.~~
- (d) ~~Property Expenses, as set forth in the Budget and in the Construction Budget, shall be paid by Owner. All of Manager's obligations set forth in this Agreement shall be subject to the foregoing paragraph regarding the Budget and Construction Budget. Owner shall not reimburse Manager for any expenditures not included in the Budget or Construction Budget (except for Emergencies). Manager shall bear all of its own overhead costs and expenses. If substantial discrepancies have occurred or are anticipated by Manager during the remainder of any Fiscal Year (defined in Section 7.3), Manager shall notify Owner quarterly of the expected change and prepare and submit to Owner an analysis of the anticipated impact of the change on net operating income for the Property during the remainder of the Fiscal Year.~~

7.2.3 Bank Accounts and Collection of Income

① BANK ACCOUNT?

On or before the execution hereof, Manager shall establish and ~~designate a bank account or accounts for the Property in the name of Owner (the "Trust Account").~~ Manager may endorse any and all checks drawn to the order of Owner for deposit in the Trust Account. Owner's signature shall not be required on checks drawn on such Trust Account, but Owner shall be an additional signatory on the Trust Account. Manager shall draw on the Trust Account for the purpose of paying gross income to Owner in accordance with the terms of this Agreement. Owner hereby authorizes Manager to request, demand, collect, receive and receipt for all rent, charges and other monies payable with respect to the Property. Promptly upon receipt thereof, Manager shall deposit all income collected from the Property into the Trust Account; it being understood that all funds so deposited in the Trust Account shall be held in trust for Owner and shall not be commingled with the funds of Manager. Gross revenues so collected shall be paid to Owner no less frequently than once per month. Such gross revenues shall not be reduced by Property Expenses, which shall be funded by Owner in accordance with Section 4.1. To the extent required by the leases, Manager shall prepare and deliver monthly invoices to tenants of the Property for amounts due under their leases.

Manager shall not terminate any lease, lock out a tenant, institute suit for rent or for use and occupancy, or legal proceedings for recovery of possession, without prior approval by Owner. In connection with such suits or proceedings Owner shall be represented by such counsel as Owner may designate. ~~All legal expenses incurred in connection with routine rent collection matters shall be paid by Manager from the Trust Account without any requirement for specific~~

~~approval by Owner, provided, however,~~ that all legal expenses incurred or expected to be incurred in actually bringing a suit or proceeding shall be submitted to Owner for its approval, and upon Owner's approval, may be paid by Manager from the Trust Account. Manager shall not write off as uncollectible any income item without the approval of Owner.

2.4 Tenant Services. Manager will systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be justified, and will keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. ~~Complaints of a serious nature will be reported to Owner after investigation.~~

2.5 Employees and Independent Contractors. Manager shall provide all services necessary for the management, operation, security and maintenance of the Property, and for the construction of Tenant Improvements, through its employees or through independent contractors. In order to fulfill such responsibilities, and to the extent of the expenditures for personnel approved in the then-approved Budget and Construction Budget, and subject to any express written direction from Owner and not in conflict with any collective bargaining agreement or labor contract then in effect:

- (a) Manager shall select, employ, pay, determine the compensation of, supervise and discharge all employees, independent contractors, and personnel necessary for the operation, maintenance, security and protection of the Property, and shall hire all contractors to complete Tenant Improvements. All personnel used by Manager in the operation of the Property or the construction of Tenant Improvements shall be employees of Manager or independent contractors. The costs of such employees to Manager (exclusive of Manager's overhead charges or any profit factor) related directly to the employee services rendered at the Property for the term thereof, shall constitute Property Expenses, and shall be reimbursed by Owner. Notwithstanding the foregoing, Manager's employees shall not be considered employees of Owner, shall not be compensated by Owner nor entitled to any of the fringe benefits Owner provides its employees and such employees shall be the sole responsibility of Manager. All personnel hired by Manager whose costs are included as Property Expenses shall be employees of Manager and shall work exclusively at the Property (unless the Budget has provided and Owner has agreed to the allocation of any employee on a part-time basis to the Property, in which event, only that portion of the cost of such employee properly allocable to work at the Property shall be reimbursable by Owner). Except as is otherwise provided in this Section, Manager is to be the sole judge of the fitness and qualifications of any such personnel and is vested with absolute discretion in hiring, supervising, directing, promoting and determining the compensation of, and terms of employment of, such personnel, or the contract agreement in the case of Tenant Improvements. The foregoing notwithstanding, however, Manager will not at any time enter into any employment agreement with any employee who, by virtue of such employment agreement, would not be an "employee at will" under applicable state law, or, except as approved by Owner and specifically delineated in the then approved Annual Management Plan, without notifying Owner of the proposed terms of such employment or the amount of the proposed compensation and without first obtaining the written consent of Owner. In addition, the compensation (including fringe benefits) of all employees of the Property is subject to the prior written approval of Owner, unless such compensation has been specifically set forth in the Annual Management Plan approved by Owner or any Owner-approved amendments thereto. In addition to the foregoing, the person whom Manager hires as "On-Site Manager" of the Property shall be subject to the prior written approval of Owner, and Manager shall not transfer such person to another property or assignment without Owner's prior written approval. Owner hereby consents to the appointment of John Kapp as the initial On-Site Manager.
- (b) ~~Manager, upon the written request of Owner, will assist in negotiating or otherwise dealing, on Owner's~~ behalf, with any labor union lawfully entitled to represent Property employees, but no collective bargaining agreement or labor contract resulting from any such negotiations shall be valid unless accepted by Owner. Any legal services required in this connection shall be subject to Owner's approval and if approved shall constitute Property Expenses. ~~With Owner's approval, Manager take such actions~~ as are designed to minimize adverse effects of labor shortages or of labor disputes.

- (c) The costs, fees, compensation or other expenses of any persons engaged by Owner, or by Manager with the written approval of Owner, to perform duties of a special nature, directly related to the Property, such as attorneys, independent accountants, space planners, architects, and the like, shall be a Property Expense.

2.6 ~~Construction Administration Services~~. Manager shall be responsible for effectuating improvements and alterations which are approved by Owner to ready portions of the Property for occupancy by County departments or elected officials and by other tenants and occupants. The Manager will provide construction administration services as requested by Owner, including but not limited to the specific services described on Exhibit E attached hereto and made a part hereof. Compensation for these services shall be as set forth in Section 5.2.

2.7 Repairs, Maintenance and Property Services

- (a) To the extent of the expenditures approved in the Budget for such maintenance, security, services, repairs and improvements, and excluding the Tenant Improvements described in Section 2.6, Manager shall effect, institute and supervise all ordinary decorations, construction, maintenance, repairs and alterations including, without limitation, the administration of a preventative maintenance program for all mechanical, electrical and plumbing systems and equipment for the Property, and shall arrange for all required services, including, without limitation, window cleaning, heating, air conditioning, ventilation, building and facility maintenance, landscaping, snow removal, office cleaning, rubbish removal, food vending, telephone services, elevator maintenance and vermin extermination, and make all repairs under the leases which are the obligation of Owner to the tenants of the Property, in all cases in accordance with the Professional Standard. ~~Except for any repairs which may be occasioned by an Emergency, or as provided pursuant to the Budget, all repairs, maintenance, replacements, substitutions, improvements and additions to the Property shall be undertaken or made by Manager only after securing Owner's prior written approval.~~

- (b) Manager will conduct complete inspections of the Property and all of its mechanical facilities as is reasonably necessary to determine that the Property is in good order or repair. Manager will prepare a report in conjunction with its inspection containing its recommendations as to repairs and maintenance necessary to the Property. Upon its submission to Owner of the Annual Management Plan, Manager will detail the physical condition of the Property and all recommended repairs, renovations, replacements and improvements necessary for the upcoming year.

- (c) With respect to security of the Property, Manager shall be responsible for effectuating a system of controlling access to the Property (other than to the retail areas of the Property), ~~based upon information to be provided by the Director of Facilities Management as to those individuals to be given access to various areas of the Property.~~

2.8 Emergencies. "Emergencies" shall be construed as being events which pose immediate danger to persons or property. Manager shall notify Owner in person or by telephone as soon as possible after the occurrence of any Emergency, but in no event later than twelve (12) hours after such occurrence. Manager shall make reasonable efforts to secure Owner's approval of any repairs occasioned by an Emergency prior to making or contracting for the same. In any event, within forty-eight (48) hours after any Emergency occurs, Manager shall prepare and deliver to Owner a written report describing in detail the nature of the Emergency and all actions and repairs taken by Manager in connection therewith. Owner hereby designates the following persons to be notified by telephone in case of any Emergency: Mr. William Huffman, Director of Facilities Management (312\425-2204; or Mr. Michael LaMont, Director, Office of Capital Planning and Policy (312\425-2150); or Mr. John Davis, Director, Real Estate Management (312\443-7786).

2.9 Contracts and Bidding.

- (a) Manager shall prepare, negotiate and execute, as agent for Owner, contracts pertaining to the operation, security, maintenance, Tenant Improvements, alterations and service of the Property, including utility agreements and equipment leases; provided, however, that (i) any such contract having a term in excess of one year must be terminable by Owner on no more than 30 days' notice without cause; (ii) ~~the nature and cost of the services to be contracted for are included in the then current Budget or Construction Budget;~~ (iii) any such contract with an affiliate of Manager shall be subject to Owner's prior written approval; (iv) ~~any work or services costing in excess of Ten Thousand Dollars (\$10,000) shall be subject to Owner's prior approval,~~ notwithstanding provision for such work or service in the Budget; and (v) the work or services are competitively bid, ~~in accordance with the procedures set forth in Section 2.9~~
- (b) All expenses shall be charged to Owner at net cost and Owner shall be credited with all rebates, refunds, allowances and discounts allowed to Manager.

- (b) Manager shall submit any item of work or purchase (except in an Emergency) to competitive bidding (i) upon the request of Owner, or (ii) if the cost of such work or purchase is estimated to be in excess of Ten Thousand Dollars (\$10,000), regardless of the budgeting for such costs in the Annual Management Plan or Construction Budget. In any case when competitive bidding is requested or required, Manager shall solicit written bids from at least three (3) competent contractors or suppliers indicating the proposed cost for said item, ~~and Manager shall forward a copy of each bid to Owner. Unless otherwise directed in writing by Owner, Manager agrees to accept the lowest responsive bid by a responsible bidder.~~ Manager shall not be required to obtain the aforesaid three (3) bids in an Emergency. Any discounts, rebates or commissions due upon any contract let under this Agreement or for supplies purchased hereunder shall inure solely to Owner's benefit unless Owner otherwise states in writing.

- (c) In addition to the foregoing requirements, Manager shall comply with the Owner's ordinances regarding MBE/WBE participation in contracting for Tenant Improvements, services and supplies. These provisions are set forth generally in Articles XV and XVI.

2.10 Supplies and Inventory. Manager shall purchase in a competitive manner all supplies, materials, fixtures, appliances, uniforms, tools, equipment and other items of personal property which in the normal course of business are necessary and proper to maintain and operate the Property and complete Tenant Improvements. Manager shall use commercially reasonable efforts to obtain for Owner the benefit of discounts and volume purchasing economies available to Manager and will credit the same to Owner. All purchases of personal property shall provide that title to such items shall be in the sole name of Owner. Manager shall conduct a physical inventory of all supplies and personal property as of the end of each calendar year and submit a tabulation and listing to Owner within 60 days after the end of each calendar year.

2.11 Relocation Services. As part of the Management Fee, Manager shall provide relocation services as described on Exhibit F, attached hereto and made a part hereof and entitled "Services Provided for Relocation into Existing Space".

2.12 Payments. Manager shall check and verify all bills received for services, work and supplies ordered in connection with the maintenance and operation of the Property and pay or cause to be paid from the Trust Account all such bills, including utility charges, water charges and insurance premiums. Manager shall not delay paying any bill so as to incur penalties or interest charges. If any such penalties or interest charges are incurred, other than due to Owner's fault, Manager shall be responsible for and pay such penalties or interest charges without reimbursement from Owner.

2.13 Items to be Obtained by Manager. Manager shall obtain all licenses, permits or other instruments required for the operation of the Property or any portion thereof or any Tenant Improvements at Owner's expense. All such licenses and permits relating to the Property shall be obtained in Owner's name.

2.14 Reporting. In carrying out its duties hereunder, Manager shall report primarily to the Cook County Director of Real Estate Management. ~~With respect to issues of physical maintenance, operations, repair, upkeep and capital improvements, Manager shall report to the Director of the Cook County Department of Facilities Management, located on the 30th floor of the Property, or as otherwise directed by Owner.~~

2.15 Attendance at Board, Committee and Other Meetings. Without additional compensation, Manager shall attend meetings of the Board of Commissioners of Cook County and any of its committees, as well as meetings of administrative staff or elected officials, as requested by Owner.

### ARTICLE III

#### LEASING AND LEASE OBLIGATIONS

3.1 General. Manager agrees to take all actions reasonably necessary to lease the portions of the Property not utilized by Owner, in accordance with commercially reasonable standards for properties of comparable size and quality. These actions shall include, but shall not be limited to preparing promotional materials regarding the Property, cooperating with outside brokers who represent prospective tenants and aiding Owner and its representatives in preparations of plans and specifications and negotiating leases and other documents necessary for the leasing of the Property. Prior to undertaking any leasing activities, Manager shall prepare a leasing plan, including proposed rental rates, for approval by Owner. Such plan upon approval is hereinafter referred to as the "Leasing Plan". Manager shall negotiate the lease of the space available in the Property, if vacant or about to become vacant, pursuant to the Leasing Plan. Manager shall comply with any special requirements relating to leasing and other matters which may arise as a result of any agreements or covenants by which Owner may be bound. Manager shall investigate all references of prospective tenants and exercise reasonable efforts to secure financial information from the prospective tenants.

3.2 Subleasing. In addition to the leasing services described in Section 3.1, upon request by Owner, Manager shall perform the following services with respect to subleasing certain space currently leased by Owner in other buildings. Within 30 days after execution of this Agreement, Manager shall review the current leases and advise Owner as to the marketability of such space, the rentals likely to be realized from such space, and the concessions likely to be required to sublease the space, the time frames necessary to market the space and achieve occupancy, and other issues relating to such space as requested by Owner. As to any space that Owner elects to sublease, Manager shall prepare a subleasing plan for such space and perform all other services as to the sublease space as required under Section 3.1 for leasing space in the Property. All references to "leasing," "leases", or "tenants", in this Agreement shall be deemed to include subleasing, subleases and subtenants. Manager shall also represent Owner in negotiations with Owner's landlords under current leases, whether such leases are being subleased or terminated, subject to approval by Owner and mutual agreement as to appropriate compensation.

3.3 Reporting. On or before the fifteenth (15th) day of each month, Manager shall submit six (6) copies of a written leasing report to Owner. This report will contain a narrative progress report on Manager's leasing activities for the preceding period, including, without limitation, the names and firms contacted by Manager or contacting Manager for the purpose of leasing space and will describe Manager's anticipated leasing results for the following period. The report shall further include a detailed listing of all vacant space, the names and addresses of any cooperating brokers involved in any lease negotiation, and any concessions, occupancy exclusives, tenant improvement allowances or leasing commissions to be incurred in connection with leases under negotiation pursuant to and in accordance with the Leasing Plan and the status of all lease negotiations.

3.4 Lease Approval. Manager acknowledges and agrees that Owner shall have the option to disapprove of any tenant prospects and the terms and conditions of any lease proposal in the event that such terms and conditions do not comply with the Leasing Plan (including the leasing plan as to subleasing) or in the event that there shall be a reasonable business or governmental concern of the part of Owner. Accordingly, a lease shall become effective only when (i) approved by the Cook County Board of Commissioners, (ii) signed by the President of the Cook County Board of Commissioners

and by an authorized individual or officer of the tenant and (iii) delivered to the tenant. Manager is authorized to accept rental deposits or security deposits from prospective tenants on behalf of Owner provided Manager makes clear that such deposits do not bind Owner in any way to approve the prospective tenant or the negotiated lease terms.

3.5 Indemnity. In connection with all lease transactions Manager shall defend, indemnify and hold Owner harmless from and against any and all loss, expense, damage or liability resulting from (a) claims of cooperating brokers or finders for commissions or other compensation in excess of established leasing commissions and (b) claims by any tenant for any rebate, credit, concession, allowance or offset not set forth in any new lease or renewal or extension of any existing lease which was either procured, negotiated or solicited by Manager.

3.6 Commissions. In consideration of Manager's leasing services rendered under this Agreement, Owner shall pay to Manager a leasing commission at rates shown on Exhibit D, attached hereto and made a part hereof, titled "Schedule of Commissions." Any commission payable to cooperating brokers shall be at a rate not in excess of that set forth on Exhibit D, and shall be paid by Owner to Manager for subsequent payment to all brokers commissionable in each transaction as and when due.

- (a) The term "base rent" shall be defined as the annual fixed rent coming due from tenants under the leases, but base rent shall not include any rental abatement, additional rents, percentage rents or reimbursements (other than operating expense reimbursements which are included in the fixed rental) during the lease term.
- (b) The commission to the Manager determined pursuant to this paragraph and Exhibit D hereof shall be paid from the installments of base rent first due and paid, but not exceeding 50% of an installment of base rent, until paid in full. Commissions payable to any cooperating broker shall be payable 50% upon execution of a lease agreement and 50% upon commencement of rental payments by the tenant.
- (c) Notwithstanding the termination hereof, Owner agrees to pay a commission <sup>100% Ref</sup> in accordance with the provisions of this Agreement for any lease which is fully executed within ninety (90) days following the termination hereof, if all of the following conditions are met: (x) within ten (10) days following notice of termination of this Agreement, or ten (10) days prior to expiration of this Agreement, as the case may be, Manager shall have submitted to Owner in writing a list of the prospective tenants actually contacted by Manager to lease space, and (y) the tenant entering into the lease within such ninety (90) day period has been formally presented to Owner and is included on Manager's prospect list submitted in writing to Owner as provided herein.

#### ARTICLE IV

##### ALLOCATION AND PAYMENT OF EXPENSES.

4.1 ~~Generally Paid by Owner.~~ All obligations, costs or expenses incurred by Manager in accordance with implementing the Budget and Construction Budget or as otherwise allowed under this Agreement in the performance of its obligations pursuant to Article II shall be borne by Owner. Owner shall fund such expenses in advance by the tenth day of each month, ~~based on the Budget and the Construction Budget and an invoice from Manager in Owner's standard form.~~ Such Owner funds shall be deposited into the Trust Account and utilized for payment of expenses as they come due. Manager shall reconcile actual expenses against the amount paid by Owner and shall notify Owner of any shortfall or overpayment in accordance with Section 7.2. Any overpayment shall be credited against the next month's obligations or, if this Agreement has terminated, shall be paid by Manager to Owner at the time Manager delivers the monthly statement to Owner. Any shortfall shall be paid by Owner to Manager by the tenth day of the following month.

4.2 Office of the Building. Owner shall make available office space for Manager's conduct of the duties described in this Agreement. The location and amount of such space shall be in Owner's discretion. Manager shall be

responsible for office equipment required for its operation (the cost of which shall be reimbursable if properly included and approved as a Property Expense in the Budget), and for furniture which Manager deems necessary in addition to that provided by Owner.

4.3 Manager's Costs. Except as specifically shown in the Budget, Manager shall not be reimbursed for any of its:

- (a) ~~employee costs related to employees above the level of building manager;~~
- (b) employee costs related to periods prior to the commencement of the term of this Agreement (including, but not limited to, vacation and severance costs);
- (c) costs for preparing the records, statements and reports set forth in Article VII;
- (d) ~~overhead costs, or~~
- (e) office equipment, furniture, stationery, postage, telephone, bank charges, and all other administration expenses unless these are located on-site and are used solely for the operation of the Property.

4.4 Payments. Any payments to be made by Manager for the account of Owner shall be made out of the Trust Account. In the event Owner has failed to provide sufficient funds to meet all expenses, Manager may make such payments in the order Manager shall deem appropriate and Owner shall indemnify and defend Manager, together with its officers, partners, directors, shareholders, agents and employees, against and hold Manager and such other parties harmless from any and all losses, costs, claims, damages, liabilities and expenses, including without limitation reasonable attorneys' fees, arising directly or indirectly as a result of Owner's failure to provide such funds and Manager's application of existing funds.

4.5 Advances and Reimbursements. Manager shall not be required to make any advance to, or for the account of Owner, or to pay any amount except out of funds held or provided as aforesaid, nor shall Manager be required to incur any extraordinary obligation unless Owner shall furnish Manager with necessary funds for the discharge thereof.

## ARTICLE V

### COMPENSATION OF MANAGER

5.1 As compensation for Manager's management services rendered under this Agreement, Owner shall pay to Manager a compensation as set forth below, payable in equal monthly installments (the "Management Fee").

First six months of term:	\$40,000, being \$6,666.67 per month
Second six months of term:	\$80,000, being \$13,333.33 per month
Second year of term:	\$160,000, being \$13,333.33 per month
Third year of term:	\$160,000, being \$13,333.33 per month

The Management Fee shall be payable monthly in advance on or before the tenth day of each month (prorated for any partial month), subject to provision of an appropriate invoice.

5.2 As compensation for construction administration services, Owner shall pay to Manager an amount equal to 1.75% of the costs of construction for projects the cost of which exceeds \$10,000 or for costs of construction exceeding \$30,000 for any one month (the "Construction Administration Fee"). The Construction Administration Fee shall be payable monthly in arrears, subject to provision of appropriate invoice and documentation. "Costs of construction" is defined in Exhibit E.

5.3 As compensation for Manager's leasing services rendered under this Agreement, Owner shall pay to Manager a leasing commission as set forth on Exhibit D. Leasing commissions shall be paid as set forth in Section 3.6.

5.4 No late payment interest penalties shall accrue for any payment due (including any and all payments made on disputed claims) pursuant to the terms of this Agreement.

## ARTICLE VI

### COMPLIANCE WITH LAWS

To the extent not required to be performed by tenants, Manager shall comply with and abide by determinations and ordinances pertaining to the Property of any Federal, state or local authority having jurisdiction thereof, including, without limitation, the Occupational Safety and Health Act (collectively, "Law"). If Manager receives any notice of a violation of any Law, Manager shall promptly notify Owner and furnish copies of such notice. Unless the cost of compliance exceeds the Budget, Manager shall remedy the noncompliance and use commercially reasonable efforts to avoid any penalty to which Owner may be subject by reason of the noncompliance. Manager shall provide Owner with evidence that the non-compliance has been remedied. If the cost of compliance exceeds the Budget, Manager shall immediately notify Owner to obtain authority to proceed.

## ARTICLE VII

### ACCOUNTING AND FINANCIAL MATTERS

7.1 Books and Records. Manager shall keep or cause to be kept at the Manager's place of business suitable books of control and account showing all receipts, expenditures and all other records necessary or convenient for the recording of the results of operations of the Property and one original of each contract, occupancy lease, equipment lease, maintenance agreement and any other agreement relating to the Property. Such accounts, books and records shall be open to inspection and audit by Owner or its representatives at any time, including internal or outside auditors. Upon the effective termination date of this Agreement, all of such books and records shall be delivered to Owner. Manager shall cooperate with Owner's accountants and auditors in the annual audit of books of account of Owner and in the preparation and filing of Federal, State, City and any other income and other tax returns required by any governmental authority. Manager shall comply with all laws with respect to retention of records. *See Insert to 7.1 on page 9A, which is attached hereto and made a part hereof by this reference.*

7.2 Monthly Statements and Periodic Reports. As part of the services to be provided for the Management Fee (that is, without reimbursement as Property Expenses, except to the extent of payment of employee costs covered elsewhere in this Agreement):

- (a) ~~Manager shall provide, or cause to be provided to Owner, on or before the twenty-fifth (25th) day of each month, regular monthly statements, in accordance with the standards set forth on Exhibit B attached hereto and made a part hereof, and certified by an officer or partner of Manager as true, complete and correct, reporting, as of the twentieth (20th) day of such month and reflecting cash basis activity through the twentieth (20th) day of such month:~~
- (i) ~~amounts collected for the current month less disbursements made on behalf of, or for the account of Owner, supported by disbursement vouchers;~~
  - (ii) ~~any deviations from the Budget or Construction Budget;~~
  - (iii) ~~any major changes concerning the Property; and~~
  - (iv) ~~payments due Manager pursuant to Article V.~~

~~69 WEST WASHINGTON MANAGEMENT AGREEMENT~~

**INSERT TO 7.1: BOOKS AND RECORDS**

**INSERT THE FOLLOWING AT THE END OF SECTION 7.1:**

The annual audit shall include an opinion on financial statements, including the Budget and the Construction Budget, and shall report actual results compared to budgeted amounts. Such audit shall also include an opinion on Manager's compliance with the Management Agreement, including recommendations and comments. The audit will be provided within ninety (90) days after the end of the Fiscal Year and shall be submitted to the Board of Commissioners.

*MLG* *hwp*

- (b) ~~Manager shall prepare and submit an Annual Operating Statement to Owner meeting all the requirements of the monthly statements, within 60 days after the end of Owner's Fiscal Year. Manager shall prepare and submit all other periodic reports if Owner may reasonably deem necessary.~~
- (c) Manager shall remit to Owner on or before the twenty-fifth (25th) day of each month, the cash receipts collected on behalf of Owner for such month.
- (d) As soon as possible after the end of each calendar year, Manager shall prepare reconciliation statements of expenses to be passed through to tenants for reimbursement.
- (e) Notwithstanding the termination of this Agreement, Manager shall prepare and submit to Owner and tenants of the Property all relevant reconciliation statements, financial statements and financial data relating to tenant reimbursements for the calendar year in which such termination occurs.

7.3 **Fiscal Year.** The Owner operates on a fiscal year which begins on December 1 and ends on November 30 ("Fiscal Year"); therefore, the Budget and reporting to the Owner shall be on the basis of a December 1 through November 30 Fiscal Year. However, the existing leases in the Property currently provide that expenses are determined and reconciled on a calendar year basis. Therefore, reconciliation of expenses and other tenant adjustments shall be accomplished on a calendar year basis.

## ARTICLE VIII

### INSURANCE AND INDEMNITY

8.1 **Indemnification.** Manager shall indemnify and defend Owner, together with its past, present and future officers, Commissioners, agents and employees (the "Indemnified Parties"), from and against and hold the Indemnified Parties harmless from any and all losses, costs, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising directly or indirectly out of (i) any default by Manager under the provisions of this Agreement or (ii) any negligence or willful misconduct of Manager or any of its officers, partners, directors, agents or employees, in connection with this Agreement or Manager's services or work hereunder, whether within or beyond the scope of its duties or authority hereunder. The provisions of this Section 8.1 shall survive the termination of this Agreement.

8.2 **Bonding Requirements.** Manager, at its sole cost, shall maintain throughout the term of this Agreement, such fidelity and other bonds as Owner shall require from time to time for the full protection of the interests of Owner and Manager. Such bond shall, at a minimum, cover Manager and all employees and officers of Manager who may handle, have access to, or be responsible for, Owner's monies. Each such bond shall be in a form and substance acceptable to Owner, in a minimum amount acceptable to Owner, and from a surety company acceptable to Owner. If Owner can be named as an additional insured, any such bond shall be endorsed specifically to the effect that the proceeds payable under such bond shall be made payable to Owner and Manager jointly, as their interests may appear. If Owner cannot be named as an additional insured on any such bond, Manager does hereby assign the proceeds of any such bond payable to Manager to Owner to the extent of any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and expenses) which is covered under such bond and to the extent Manager would be liable to Owner hereunder for such liability, loss, damage, cost or expense. Manager further agrees in the event of any such liability, loss, damage, cost or expense for which Manager would be liable to Owner hereunder to make promptly a claim of loss under any such bond and upon the receipt of proceeds therefrom to pay same to Owner. Any such bond requested by Owner shall be issued by surety companies of good reputation and sound financial responsibility. Upon procurement of any such bond, or upon execution of this Agreement, if the specific bond requested in this Section has already been obtained, a certificate evidencing any such bond shall be promptly delivered to Owner. Any such bond shall also be endorsed specifically to the effect that such bond shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Manager and, if applicable, Owner. Manager also agrees to promptly notify Owner of any cancellation or material change

of any bond furnished pursuant to the requirements of this Section. Any changes in any such bond must be approved by Owner whose approval shall not be unreasonably withheld. Owner shall be furnished with a certificate of each bond.

8.3 Subrogation and Waiver.

- 8.3.1 The Manager shall require all policies of insurance that are in any way related to the services provided hereunder and are secured and maintained by Manager and all independent contractors and tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights or recovery, under subrogation or otherwise, against County, its commissioners, agents, officials and employees.
- 8.3.2 The Manager shall waive all rights of recovery against the County, its commissioners, agents, and employees which Manager 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 services provided under this Agreement, and that are secured and maintained by Manager.
- 8.3.3 The Manager shall require all independent contractors and tiers of subcontractors to waive their rights of recovery (as aforesaid waiver by Manager) against the County, its commissioners, agents, officials and employees.
- 8.3.4 The Manager shall require all independent contractors and tiers of its subcontractors to waive all rights of recovery against the County, its commissioners, agents, officials and employees and between and among the aforesaid contractors and subcontractors, which the contractors and subcontractors may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Project and that are secured and maintained by the contractors and subcontractors.

8.4 Insurance Requirements of the Manager.

- 8.4.1 Prior to the commencement of services hereunder, or prior to the commencement of work under any contract entered into pursuant to this Agreement, the Manager, at its cost, or at the cost of the independent contractor or subcontractor under any such contract, shall secure or cause to be secured, and thereafter, except as otherwise provided herein, maintain or cause to be maintained at all times during the performance of this Agreement or services under any such contract, the insurance specified in 8.4.3.1 through 8.4.3.7 below, with the County, Manager and subcontractors of all tiers as insured parties and with limits not less than those specified below for each coverage.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Manager's responsibility for payment of damages resulting from Manager's operations under this Agreement. The Manager shall advise all insurance companies to familiarize themselves with the conditions and provisions of this Agreement dealing with waivers of subrogation, insurance and indemnification. Failure of the Manager to so notify these aforesaid insurance companies shall in no way relieve them from their obligations under this Agreement. The insurance purchased and maintained by the Manager shall be primary and not excess or pro rata to any other insurance issued to the County. The Manager'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.

- 8.4.2 The Manager shall at all times during the period in which this Agreement is in force and effect provide and maintain insurance of the type and in the limits as set forth for each in sub-paragraph 8.4.3 and below. Such insurance shall name the County, Manager, and their officers, directors, and agents as insured, pursuant to Section 8.4.3.8, and shall be in a form and through issuing companies acceptable

to the County. The Manager shall be responsible for payment of all policy deductibles. The amount of any deductibles shall be subject to County's prior approval.

8.4.3 The insurance may be provided in a policy or policies, primary and excess, including the so-called Umbrella or catastrophe form which includes the coverages, or layer thereof, which may be required by the County. The limits of liability shall be as stated in paragraph 8.4.3.1 and below, unless, prior to commencement of any work, written approval is granted by the Department of Risk Management for variance from those limits.

8.4.3.1 Property Insurance. Insurance against damage or destruction to the Manager's personal property including but not limited to fixtures, furnishings, equipment, furniture, inventory and stock providing "all risk" peril coverage; in the amount of 100% of the replacement cost (collectively) "All Risk Insurance". All risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, theft and water damage coverage.

8.4.3.2 Workers Compensation Insurance. 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  
\$1,000,000 each Accident  
\$1,000,000 each Employee  
\$1,000,000 Policy Limit for Disease
2. Broad form all states coverage

8.4.3.3 Commercial General Liability Insurance. An occurrence form Comprehensive General Liability policy or Commercial General Liability policy (new ISO Designation) to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof plus appropriate endorsements to protect Cook County against claims, demands and lawsuits from employees of the Manager and subcontractors.

Said General Liability coverage (including owned (if any) and non-owned aircraft, watercraft 20 feet or longer ) shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$2,000,000 aggregate with the following provisions included:

1. All premises and operations
2. Contractor's Protective coverage for independent Contractor or subcontractors employed by him/her
3. Broad Form Blanket, contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement, the Waiver of Subrogation section and the Insurance section found herein
4. Products/Completed Operations
5. Personal Injury Liability Endorsement with no exclusions pertaining to employment and contractual obligations (or separate Employment Practice policy satisfactory to Owner)
6. Employees included as additional insured (excluding bodily injury to fellow employees only)

- 7. Broad Form Property Damage Liability
- 8. Cross Liability

8.4.3.4

Comprehensive Automobile Liability Insurance. Covering all owned, non-owned and hired automobiles, trucks and trailers of the respective parties to provide and maintain this insurance. Such insurance shall provide coverage not less than that of the standard comprehensive business automobile liability policy in limits not less than, as respects any Manager, and as respects all tiers of subcontractors, the following:

Liability--All Autos: Bodily Injury & Property  
Damage \$1,000,000 per Occurrence  
Uninsured/Motorists: Per Illinois Requirements

8.4.3.5

Professional Real Estate Errors & Omissions Insurance. Professional Real Estate Errors & Omissions insurance in the amount of \$1,000,000 covering the Manager against all sums which the Manager may become obligated to pay by reason of the liability imposed upon the Manager by law for damage resulting from any claim made against the Manager arising out of the performance of this Agreement and caused by any error, omission, or act of the Manager, or of any person employed by the Manager, or any others for whose acts the Manager is legally liable. The foregoing policy need not cover consultants employed by the Manager, who shall be required by the Manager to provide evidence of professional errors and omissions insurance in the amount of \$1,000,000. The policy and aforesaid limit of liability shall be maintained for a period of not less than two (2) years following completion of this Agreement.

8.4.3.6

Valuable Papers Insurance. In an amount not less than \$100,000 to cover any loss occasioned by fire, theft of any other cause.

8.4.3.7

Umbrella Excess Liability Insurance. In addition to coverage specified pursuant above, applying to the County, Manager and independent contractors and subcontractors of any tier.

- 1. \$10,000,000 each occurrence for all liability
- 2. \$10,000,000 in the aggregate per policy year separately with respect to completed operations and personal injury by an employee

8.4.3.8

Additional Insured.

- (1) The County of Cook, Illinois
- (2) The Employees of Cook County

The additional insureds shall be listed on the Comprehensive General Liability, Automobile and Umbrella Liability policies.

Coverage shall be at least as broad as ISO 0001 11 85. Relative to the Comprehensive General Liability, Automobile and Umbrella liability policies the County of Cook shall have the rights of an Additional Insured as provided by ISO endorsement CG 20 10 10 93. No other form will be accepted without expressed prior approval of Cook County.

All liability policies shall entirely delete ISO endorsements CG21 34 11 88 and CG21 39 11 88 or other such endorsement or policy provision which limit contractual liability.

8.4.3.9 Qualification of Insurers. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than VII and a policy holder's service rating no lower than (A) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (a) VII will be acceptable only upon written consent of the Department of Risk Management.

8.4.3.10 Payment. The cost of the insurance herein before specified will not be a Property Expense.

8.5 Manager Obligations.

8.5.1 Manager and all independent contractors and subcontractors shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this Agreement and shall at all times satisfy the requirements of the insurance issuing them.

8.5.2 All requirements imposed by the policies referred to above upon and to be performed by Manager shall likewise be imposed upon, assumed and performed by each of the independent contractors and subcontractors. Manager and each subcontractor shall execute with their subcontractors a written agreement which shall include all such requirements. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to the County.

8.6 Insurance Notices, Costs and Losses. All policies of insurance which may be required under terms of this Agreement to be secured and maintained shall be endorsed to provide that the insurance company shall notify the County at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Manager or any contractor or subcontractor commences performance of services, Manager shall cause to be furnished to the County certificates of insurance maintained by the Manager and each such contractor or subcontractor in connection with the performance of the work. As and when the County may direct, copies of actual insurance policies or renewals or replacements thereof shall be submitted to the County. All copies of policies, if any, and certificates of insurance submitted to the County shall be in a form and content acceptable to the County.

8.7 Other Insurance. Manager shall cooperate with the Owner and its designated insurance advisor in determining appropriate types and limits of insurance coverages for the Property and maintain certificates of insurance as requested by Owner. Manager shall cause all contractors and subcontractors performing work to maintain insurance coverage, at such parties' expense, with carriers having an A.M. Best's rating of "A" VII or better, in the following minimum amounts:

- 1) Worker's Compensation coverage for Coverage A (statutory) and Coverage B, Employer's Liability with limits of:

\$	500,000	Bodily Injury by Accident for Each Accident
\$	500,000	Bodily Injury by Disease for Policy Limit
\$	500,000	Bodily Injury by Disease for Each Employee
  
- 2) Comprehensive General Liability, including contractual liability, naming the Owner, its commissioners, officers, employees and agents, individually and collectively, the Manager and its affiliates as additional insureds in the following minimum amounts:
  
- 3) Comprehensive Automobile Liability Insurance which shall include all owned, leased, hired or non-owned vehicles with limits of liability as follows:

(A) Contract cost of less than \$250,000

**1986 ISO FORM**

**Commercial General Liability Insurance:**

Combined Single Limit  
Bodily Injury &  
Property Damage \$500,000.00 Each Occurrence  
\$500,000.00 General Aggregate

Products/Completed  
Operations \$500,000.00 General Aggregate

Personal Injury &  
Advertising Limit \$500,000.00

**Comprehensive Automobile Liability Insurance which shall include all owned, leased, hired or non-owned vehicles with limits of liability as follows:**

Bodily Injury \$500,000.00 Each Person  
\$1,000,000.00 Each Occurrence

Property Damage \$500,000.00 Each Occurrence

(B) Contract cost of more than \$250,000 and less than \$1,000,000

**1986 ISO FORM**

**Commercial General Liability Insurance:**

Combined Single Limit  
Bodily Injury &  
Property Damage \$ 1,000,000.00 Each Occurrence  
1,000,000.00 General Aggregate

Products/Completed  
Operations \$ 1,000,000.00 General Aggregate

Personal Injury &  
Advertising Limit 1,000,000.00

**Comprehensive Automobile Liability Insurance which shall include all owned, leased, hired or non-owned vehicles with limits of liability as follows:**

Bodily Injury \$500,000.00 Each Person  
\$1,000,000.00 Each Occurrence

Property Damage \$500,000.00 Each Occurrence

(C) Contract cost of \$1,000,000 or more.

**1986 ISO FORM**

**Commercial General Liability Insurance:**

Combined Single Limit	
Bodily Injury & Property Damage	\$1,000,000.00 Each Occurrence 2,000,000.00 General Aggregate
Products/Completed Operations	\$2,000,000.00 Aggregate Limit
Personal Injury & Advertising Limit	\$1,000,000.00
Umbrella Liability Policy	\$3,000,000.00

Comprehensive Automobile Liability Insurance which shall include all owned, leased, hired or non-owned vehicles with limits of liability as follows:

Bodily Injury	\$1,000,000.00 Each Person \$1,000,000.00 Each Occurrence
Property Damage	\$1,000,000.00 Each Occurrence

**Note: Commercial General Liability**

- a. Commercial general liability insurance must be on the Occurrence Form. The Claims form will not under any circumstances be acceptable to the Owner.
- b. The certificate of insurance must show the requested insurance limits will apply specifically to the subject contract by use of a special endorsement in the General Liability Policy.

Higher amounts and/or additional types of insurance coverages may be required if the work to be performed by such contractors or subcontractors is hazardous or otherwise as determined by Owner. Manager shall obtain and keep on file a certificate of insurance which shows that such party is so insured. Such certificates shall name Owner and Manager as additional insureds as their interests may appear and shall include provisions to the effect that Owner and Manager will be given at least sixty (60) days' prior written notice of cancellation, non-renewal or material change in coverage of any of the aforesaid policies.

8.8 **Contract Documents.** Manager shall cause to be inserted in any new construction, service and supply contract prepared or executed by Manager in connection with the Property provisions to the effect that the other contracting party shall indemnify and save harmless Manager and Owner from and against all claims, losses and liability resulting from any damage to or injury to, or death of, persons or property caused or occasioned by or in connection with or arising out of any action or omissions of said contracting party or its employees or agents, and from and against all costs, fees, and attorneys expenses in connection therewith.

8.9 Manager's Duties in Case of Loss. Manager shall:

- (a) notify Owner of any fire or other damage to the Property. Owner shall arrange for an insurance adjuster to view the Property before repairs are started, but in no event shall Manager settle any losses, complete loss reports, adjust losses or endorse loss drafts without Owner's prior consent; and
- (b) promptly notify Owner of any personal injury or property damage occurring to or claimed by any tenant or third party on or with respect to the Property. Such notice shall be given in writing to the Director of Real Estate Management at the address set forth in Article IX within twenty-four (24) hours of any occurrence at the Property or otherwise which pertains in any way to this Agreement and involves the Manager's personnel or those of his subcontractors or of independent contractors. The report to Owner shall include the name of the person(s) injured, in the name of his or her employer, date, time and location of occurrence, extent of injury or damage, name(s) of eyewitnesses, and name of any individual treating the injured party, and such other information as may be relevant. Manager shall notify the local police of any occurrence requiring an official police record. The incident report should indicate whether police were notified and, if so, the number of the police report, if obtainable.

8.10 Manager's Duties in Case of Lease or Purchase.

Manager will notify Owner prior to its purchase or lease of tangible property in the name of Owner which would not be covered by existing insurance policies so that property insurance can be obtained or so that such property can be reflected in Owner's records regarding to self-insurance.

ARTICLE IX

NOTICES

All notices, consents, demands, designations, requests, approvals and other communications permitted or required to be given under this Agreement shall be in writing, sent by United States registered or certified mail, return receipt requested, postage prepaid or overnight courier or by facsimile transmission with a copy by mail and addressed, as the case may be:

To Owner: Cook County Division of Real Estate Management  
118 North Clark Street, Room 1137  
Chicago IL 60602  
Attention: Director  
Telephone: 312\443-7786  
Telecopy: 312\443-9458

In case of Emergencies, notice to Owner shall include notice by telephone, followed by notice in writing to:

Cook County Facilities Management  
69 W. Washington Street, Suite 3000  
Chicago, Illinois 60602  
Attention: Director  
Telephone: 312\433-4550  
Telecopy: 312\433-4599

To Manager: 69 West Washington Management Company, L.L.C.  
c/o U.S. Equities Realty, Inc.  
20 North Michigan Avenue, Suite 400  
Chicago, Illinois 60602  
Attention: Katherine K. Scott, Executive Vice President  
Telephone: 312/456-7000  
Telecopy: 312/456-0056

and to: 69 West Washington Management Company, L.L.C.  
c/o East Lake Management and Development Corporation  
2850 S. Michigan Avenue  
Chicago, Illinois 60616  
Attention: Leroy W. Bannister, Jr., Vice President and General Counsel  
Telephone: 773/786-2100  
Telecopy: 773/786-0227

Any notice or communication mailed as above provided shall be deemed to have been given on the third business day after the day on which it shall have been so mailed or on the next business day after delivery to an overnight courier.

## ARTICLE X

### ASSIGNMENT

This Agreement may not be assigned by Manager nor shall Manager delegate any of its duties hereunder without Owner's prior written consent. Any purported assignment without such consent shall be void and of no effect. In the event Owner sells the Property and seeks to assign this Agreement to the purchaser, Manager shall have the option to terminate this Agreement as of the date of such purchase.

## ARTICLE XI

### RELATIONSHIP OF PARTIES

11.1 Nature of Relationship. In taking any action pursuant to this Agreement, Manager will be acting only as independent contractor, with authority to act in accordance with the terms of this Agreement and nothing explicit or implied in this Agreement shall be construed as creating a partnership or joint venture or an employment relationship between Manager (or any person employed by Manager) and Owner or any other relationship between the parties hereto except that of Owner and independent contractor. Manager acknowledges and agrees that it shall act as an independent contractor hereunder with respect to Owner in connection with Manager's obligations under this Agreement.

11.2 Communications Between Parties. Owner relies on Manager to direct and control all operations at the Property, provided, however, Owner reserves the right to communicate directly with the on-site building manager, Manager's accountant or accountants working on Property matters and other employees with respect to financial matters, all tenants and tenants' representatives, all lease prospects, all advertising, management, cleaning and servicing firms doing work for the Property, and all parties contracting with Owner or Manager with respect to the Property.

11.3 Confidentiality. Manager shall maintain the confidentiality of all matters pertaining to this Agreement and all financial operations and transactions relating to the Property. The Manager shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Owner without the prior written approval of Owner, other than its attorneys or other individuals within the Manager's related business entities

who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Manager shall be furnished to Owner without charge. Manager shall comply with the applicable privacy laws and regulations affecting the Owner and will not disclose any of the Owner's record, materials, or other data to any third party.

11.4 Ownership of Documents. All documents, data, studies, reports, work product or product created as a result of the performance of services under this Agreement (the "Documents") shall be the property of the Owner. It shall be a breach of the Agreement for the Manager to reproduce or use any Documents or product obtained from the Owner, for its own purposes or for that of any third party. During the performance of the services herein provided for, the Manager shall be responsible for any loss or damage to the Documents while they are in the Manager's possession, and any such Document lost or damaged shall be restored at the expense of the Manager. Full access to the Manager's work during the preparation of the Documents shall be available to the Owner. In the event Manager uses any of its own proprietary or confidential information in whatever form in the performance of duties under this Agreement, it must be clearly marked as such.

## ARTICLE XII

### DEFAULTS AND TERMINATION

12.1 Default by Manager. Manager shall be deemed to be in default hereunder in the event: (i) Manager shall fail to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Manager and such default shall continue for a period of ten (10) days after notice thereof by Owner to Manager; or (ii) a receiver is appointed to take possession of the assets of Manager or an assignment by Manager for the benefit of creditors, or any action taken or suffered by Manager under any insolvency, bankruptcy, reorganization, moratorium, or other debtor-relief act or statute. Upon the occurrence of an event of default by Manager, Owner shall be entitled to terminate this Agreement, effective thirty (30) days after notice to Manager of Owner's intention to terminate this Agreement, and upon any such termination, Owner shall have the right to pursue any remedy it may have at law or in equity.

12.2 Default by Owner. If Manager has notified Owner of default and fails to remedy the default within ninety (90) days after notice of default, the Manager shall have the right to terminate this Agreement upon thirty (30) days prior written notice of termination to Owner. Such notice of termination, however, shall be void if Owner gives written notice within such thirty (30) day period that Owner requires the continuation of this Agreement for a reasonable period of time until the Owner shall have replaced such services. Manager shall cooperate with the implementation of the replacement services should the Owner so request. During such transition period all terms and conditions of the Agreement shall remain in full force and effect. After replacement services have been secured and are operational, the Manager shall promptly remove any and all of Manager's personnel, products and equipment, unless such items remain with the Owner pursuant to the terms of this Agreement. Manager's damages for default of Owner shall be limited to provable contract damages up to but not exceeding the value of Manager's Management Fee.

12.3 Termination. Owner may elect to terminate this Agreement in its sole discretion upon thirty (30) days prior written notice.

12.4 Orderly Transition. In the event of any termination of this Agreement, and upon the expiration of this Agreement, Manager shall use its best efforts to effect an orderly transition of the management and operation of the Property to Owner or an agent designated by Owner and to cooperate with Owner or such agent. Owner shall notify Manager at least fifteen (15) days prior to any termination whether or not Owner intends to continue to employ any of the employees then working at the Property subsequent to the termination. Manager acknowledges and agrees that continuity of service is critical and that time is of the essence with regard to transition of services. Manager further acknowledges and agrees that the Owner would be irreparably harmed if an orderly and efficient transition of services does not occur. To assure Manager's full cooperation and assistance in the event of a transition, Manager agrees that any enforcement of the

provisions of this Agreement by the Owner may be had by mandatory injunction in the Circuit Court of Cook County, Illinois.

12.5 Final Settlement of Accounts. Upon the termination or expiration of this Agreement, Manager promptly shall:

- (a) account for and deliver to Owner all receipts, charges and income from the Property and other monies of Owner in Manager's possession;
- (b) deliver to Owner as received any monies due Owner under this Agreement but received after such termination;
- (c) deliver to Owner or to such other person as Owner shall designate, all materials, supplies, equipment, keys, original leases, contracts, documents, books, computer data and records pertaining to this Agreement and the Property;
- (d) assign without warranty or recourse existing contracts and permits in the name of Manager relating to the Property to Owner or to such party as Owner shall designate; and
- (e) within 10 days after the effective date of termination of this Agreement, cause to be furnished to Owner a statement similar in form and content to its monthly statement covering the period from the date of the last such previous statement to the date of the termination of this Agreement.

### ARTICLE XIII

#### LEGAL PROCEEDINGS

13.1 Notice of Commencement of Proceedings. Manager shall forthwith give notice to Owner of the commencement of any action, suit or proceeding against Owner, or against Manager with respect to the operations of the Property, or otherwise affecting the Property.

13.2 Cooperation by Manager. Manager shall fully cooperate, and shall cause all its employees to fully cooperate, in connection with the prosecution or defense of all legal proceedings affecting the Property. Manager shall not retain lawyers with respect to legal proceedings affecting the Property unless specifically directed by Owner.

### ARTICLE XIV

#### NON-DISCRIMINATION AND HUMAN RIGHTS

14.1 Non-Discrimination in Employment. The Manager in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor shall the Manager otherwise commit an unfair employment practice. The Manager further agrees that this subparagraph will be incorporated in all contracts entered into with suppliers of labor, materials, equipment or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

14.2 Cook County Human Rights Ordinance (adopted March 16, 1993). No person who is a party to a contract with the County shall engage in unlawful discrimination or sexual harassment against any individual in the terms

or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. The Manager is to certify its compliance with these policies and its agreement to abide by such policies as a part of its contractual obligations.

## ARTICLE XV

### MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER, 10, SECTION 43.1. - 43.10.

#### 15.1 Policy and Goals.

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, 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 (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.
- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

15.2. Required Submittals. To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

#### A. Affirmative Action Plan.

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Projects.

#### B. Contractor's MBE/WBE Efforts Documentation.

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals.

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

15.3 Non-Compliance. If the County of Cook determines that the contractor 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.

15.4 Reporting/Record-Keeping Requirements. The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

15.5 Equal Employment Opportunity. Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

ARTICLE XVI

COUNTY ORDINANCES AND CERTIFICATIONS; TAX EXEMPTIONS

16.1 Tax and Fee Delinquency. Cook County Ordinance Chapter 10, Section 10-6.1. The Owner is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the Owner.

16.2 Certifications and Execution Forms. Execution of this Agreement shall be effected by completion and execution of the Contract Execution Forms attached hereto and made a part hereof. County ordinances require the Manager to make the certifications included in the Contract Execution Forms.

16.3 Tax Exemptions. Federal Excise Tax does not apply to materials purchased by the COUNTY by virtue of Exemption Certificate No. 36-75-0038K. Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the COUNTY by virtue of statute. The price or prices quoted herein shall include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction. Cook County's State of Illinois Sales Tax Exemption Identification is E-9998-2013-01.

ARTICLE XVII

MISCELLANEOUS

17.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Illinois. The Manager irrevocably agrees that, subject to the Owner's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, the State of Illinois, and Manager consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. The Manager waives any right it may have to transfer or change the venue of any litigation brought against it by the Owner in accordance with these provisions.

17.2 Entire Agreement. This Agreement contains the entire agreement between the parties and the same shall not be amended, modified or canceled except in writing signed by the party to be charged.

17.3 Successors and Assigns. All terms, conditions and agreements herein set forth shall inure to the benefit of, and be binding upon the parties and their respective permitted successors and assigns.

17.4 Waiver. The failure of either party to insist upon strict performance of any term or provision of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

17.5 Partial Invalidity. If any portion of this Agreement shall be decreed invalid by the judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of this Agreement.

17.6 Unrelated Business Taxable Income. Manager shall use its best efforts to avoid taking any action that would subject Owner to the tax on unrelated business taxable income under the Internal Revenue Code, as it exists at the time such action is taken. Manager shall abide by any and all procedures established by Owner to avoid unrelated business taxable income under the Code.

17.7 Disputes. Notwithstanding any dispute, the Manager shall continue to discharge all of its obligations, duties and responsibilities under this Agreement as interpreted and directed by the Director of Real Estate Management during the pendency of any dispute resolution proceedings.

17.8 Conduct of Manager. The Manager agrees to inform the Owner on a timely basis of all of the Manager's interests, if any, which are or which the Manager reasonably believes may be incompatible with any interest of the Owner. The Manager shall take notice of the Cook County Lobbyist Registration Ordinance and shall comply with all the provisions therein. The Manager shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Manager is doing business or proposing to do business, in accomplishing the services under the Agreement. The Manager shall not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under the Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors and subcontractors in advance of official announcement. The Manager agrees to familiarize itself with Owner rules and regulations and inform its employees of all applicable Owner policies. The Manager shall not display or advertise its name within the Property without prior approval in writing.

17.9 Waiver of Lien. Manager hereby waives and releases any and all liens, claims or lien or rights to mechanics' liens of Manager pursuant to the statutes of the State of Illinois with respect to services which may have been or heretofore may be furnished in or on the Property by Manager.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Lot "A" in Chicago Title and Trust Company's Consolidation of Lots 1, 2 and 3 in Block 57 of Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois**

## EXHIBIT B

### STANDARDS FOR REPORTS

#### ~~Monthly Reporting Requirements~~

1. Cash flow statement
2. Statement of receipts and billings
3. Aged receivables report/prepaid rents
4. Check register/disbursement register in check number order
5. Accounts payable report
6. Bank reconciliation report with bank statement attached
7. Security deposit report
8. Status of all third party contracts
9. Report of maintenance activities
10. Report of capital improvements
11. Work order status report
12. Work order cost accounting
13. Charge back reports

**EXHIBIT C**

**APPROVED BUDGET**

[To be attached to final Management Agreement upon execution.]

**EXHIBIT D**

**SCHEDULE OF LEASING COMMISSIONS**

**MANAGER'S COMMISSION**

For office space	\$ .35 per square foot per year of lease term
For retail space	\$ .50 per square foot per year of lease term
For renewals	No commission
For subleasing	\$ .35 per square foot per year of lease term

**COOPERATING BROKER COMMISSION**

For office and retail space	\$ .70 per square foot per year of lease term
If a cooperating broker is an employee of either member of Manager (that is, U. S. Equities Realty, Inc. or East Lake Management and Development Corp.) but is not assigned to the Property as Owner's leasing representative	\$ .525 per square foot per year (25% deduction from \$ .70)

EXHIBIT E

CONSTRUCTION ADMINISTRATION SERVICES

Tenant Improvements to be completed pursuant to this Agreement shall consist of a number of projects in different portions of the Property, many of which projects may be ongoing at any given time. An individual Tenant Improvement project may be referred to as a "Project" while Tenant Improvement projects may be referred to collectively as "Projects". The scope of services set forth below is in addition to specific obligations set forth in the Agreement, ~~including but not limited to responsibilities for contracting and bidding (Section 2.9) and insurance requirements (Article VIII).~~ The scope of services set forth below is not intended to limit the services to be provided with respect to Tenant Improvements, but only to indicate the nature of the tasks the Manager will be expected to perform in its role as construction administrator. The "Work" shall mean the completed construction required for any Project and includes all labor necessary to produce such construction (whether on or off the site of the Project), and all materials and equipment incorporated or to be incorporated in such construction.

1 PROGRAM REVIEW.

1.1 The Manager shall review the stacking plan and the program furnished by the Owner with respect to all aspects thereof, including adjacencies, space requirements, layout and configuration, and proposed improvements. Such review may include site visits to space currently occupied by departments and officials proposed to be relocated. Such review shall be set forth in a written report, if so requested by Owner. Manager shall continue to provide recommendations as to use of space and location of uses throughout the process of occupying the Property.

1.2 The Manager shall provide a preliminary evaluation of the stacking plan and program, as provided by Owner. Such evaluation shall be provided in writing, if requested by Owner.

2. PROJECT SERVICES.

2.1 General Project Administration. With respect to each Project, Manager shall perform the following Services throughout the duration of the Project, to the extent authorized by Owner:

2.1.1 With the cooperation of Owner, perform such services and take such action as may be necessary to (i) prepare the Property for occupancy by departments of the Owner or elected officials and (ii) comply with Owner's obligations to improve space under any lease or occupancy agreement with a third party, and perform such other services and take such other action as may be necessary to secure compliance with the obligations of Owner under the lease relating to the construction of the Project.

2.1.2 Comply with all laws, statutes, ordinances, codes, rules, regulations and other requirements of public authorities applicable to the construction administration services rendered pursuant to this Agreement, including, without limitation, those regarding equal employment opportunity, affirmative action programs, and other employment labor laws; monitor trade contractors compliance with such laws and regulations.

2.1.3 In the event any mechanics or materialman liens are recorded in connection with a Project, or notices of lien are furnished Owner in connection with a Project, Manager shall take such action on behalf of Owner as may be necessary to obtain a release of any such lien, subject to obtaining Owner's approval as to any settlement or payment amount. Manager shall endeavor to cause trade contractors to (i) pay or settle with any of their subcontractors, vendors or suppliers that have filed a lien or (ii) obtain security for lien claims acceptable to Owner which may include, by way of example, a lien bond in the amount of one hundred fifty percent (150%) of the amount of the lien claim. Manager shall recommend courses of action to Owner with respect to any liens that cannot be removed by means of the foregoing efforts, and shall implement courses of action with respect thereto that are approved by Owner. Legal counsel shall not be retained unless approved by Owner, in which event fees for such legal services shall constitute Property Expenses.

- 2.1.4 Develop and maintain, and periodically update as needed, a master Program schedule that tracks the progress of all Projects from approved budgets through completion of construction, including design, design approvals, obtaining necessary Owner approvals, obtaining necessary approvals of governmental entities exercising jurisdiction over the projects obtaining building permits, other permitting, physical construction of the projects, and fixturing. Such master Program schedule shall track progress by Project. Manager shall keep Owner informed of the status and progress of each Project by means of regularly scheduled updates, but no less than monthly, and by responding promptly to requests for information from Owner.
- 2.2 **Pre-Construction and Design Phase Services.** With respect to each Project, Manager shall perform the following services, to the extent authorized by Owner:
- 2.2.1 Schedule and attend regular meetings with design professionals during the development of conceptual and preliminary design to advise on site use and improvements, selection of materials, building systems and equipment.
- 2.2.2 Review the drawings and specifications as they are being prepared, recommend alternative solutions whenever design details affect construction feasibility or schedules and perform value engineering services.
- 2.2.3 Upon Owner's request with respect to the Project, make applications with respect to zoning matters and building variances, obtain approvals from governmental authorities exercising jurisdiction over the Project, appear at meetings on behalf of Owner, and otherwise act as Owner requests with respect to similar matters. If requested by Owner and approved as a Property Expense, Manager shall retain consultants on behalf of Owner to prepare environmental reports with respect to site of the Project, prepare feasibility studies and reports, provide site analysis, and investigate other matters with respect to the condition of the site of the Project.
- 2.2.4 Review conceptual drawings, plans and specifications and construction drawings prepared for the Project by the Owner's design professionals and advise the Owner with respect to the results of such review and analysis.
- 2.2.5 Recommend, coordinate, and supervise in the selection and retention of the professional services of surveyors, special consultants, testing laboratories and other professionals. Manager shall coordinate and supervise the performance of the services of such consultants, when requested by Owner.
- 2.3 **Bidding and Award Phase Services.** In addition to responsibilities for contracting and bidding as set forth in the Agreement, with respect to each Project, Manager shall perform the following services to the extent authorized by Owner:
- 2.3.1 Review the drawings and specifications and make recommendations as required to provide that (i) the Work of separate trade contractors is coordinated, (ii) all requirements for the Project have been assigned to the appropriate trade contractor, (iii) the likelihood of jurisdictional disputes has been minimized, and (iv) proper coordination has been provided for phased construction.
- 2.3.2 In conjunction with Owner and Owner's design professionals, Manager shall conduct pre-bid conferences. These conferences shall be forums for Owner, Manager and design professionals to explain the Project requirements to bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, Owner's administrative requirements and technical information. Manager shall also conduct a post-bid conference to review contract award procedures, schedules, project staffing and other pertinent issues.
- 2.3.3 Analyze the various components relating to the construction of the Project. Manager shall develop and review with Owner the various phases of construction and the sequencing of construction. Recommend to Owner and design professionals the division of the Work to facilitate the bidding and awarding of trade contracts, allowing for phased construction, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions and provisions for temporary

facilities. Review the drawings and specifications as necessary to assist the design professionals to eliminate areas of conflict and overlapping in the Work to be performed by trade contractors.

- 2.3.4 Manager shall disclose existence and extent of financial interests and relationships, whether direct to indirect, which exist between Manager and any proposed trade contractors or material suppliers. Develop and review pre-qualification criteria for bidders on the Project. Manager shall prepare bid packages for use by bidders.
  - 2.3.5 Manager shall conduct pre-bid conferences with potential suppliers and trade contractors for the Project to familiarize bidders with the bidding documents and management procedures and with any special systems, materials or methods. Manager shall assist Architect in responding to questions from bidders.
  - 2.3.6 Manager shall provide Owner with a list of proposed bidders for trade contracts and material suppliers for the Project for approval. Manager shall provide analysis of bids received to Owner.
  - 2.3.7 Obtain performance and payment bonds from trade contractors in connection with the Work under any trade contract, ~~and implement the decisions of Owner with respect thereto.~~
  - 2.3.8 Enter into trade contracts and purchase orders as the agent of Owner for the performance of the Work that comprises part of the Project, but only to the extent Owner's Department of Facilities Management approves such trade contract or purchase order in writing.
- 2.4 Construction Phase Services. With respect to each Project, Manager shall perform the following Services, to the extent authorized by Owner:
- 2.4.1 In consultation with Owner and Owner's design professionals, Manager shall conduct a pre-construction conference during which Manager shall review the Project reporting procedures and other rules.
  - 2.4.2 Arrange for delivery and storage, protection and security for all owner-purchased materials, systems and equipment which are part of the Project, until such items are incorporated into the Project.
  - 2.4.3 Monitor the Work of the trade contractors and coordinate the Work with the activities of Owner, and the activities and responsibilities of design professionals and Manager as necessary to complete the Project in accordance with Owner's objectives of cost, time and quality.
  - 2.4.4 Act generally as Owner's agent and representative in connection with the administration of the construction of the Project to the extent authorized under this Agreement.
  - 2.4.5 Obtain from all trade contractors certificates of insurance evidencing the trade contractors' insurance coverages as set forth in Article VIII of the Agreement, unless a deviation from such requirements is approved by Owner, prior to permitting such trade contractor to commence any Work.
  - 2.4.6 Obtain sworn statements, lien releases and affidavits from the trade contractors and suppliers with respect to the Project for all amounts for which payment is being requested and with respect to amounts previously paid. Manager shall deliver a copy of the signed lien releases to Owner with each monthly Progress Application and with each final payment application.
  - 2.4.7 Coordinate with suppliers and manufacturers on an as needed basis.
  - 2.4.8 Recommend necessary or desirable changes in the Work to Owner, review requests for changes, submit recommendations to Owner and Architect as to change orders and, ~~if and when approved by Owner, prepare and submit change orders to Owner for approval.~~

- 2.4.9 Review and process applications for payment, and make recommendations to Owner and Architect as to payment. Pay such suppliers, trade contractors and others on behalf of Owner promptly upon receipt of funds therefor from Owner.
  - 2.4.10 Monitor the safety programs developed by each of the trade contractors as required by their contract documents.
  - 2.4.11 Maintain at the site of the Project on a current basis a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction. Manager shall maintain at the Project site a record of all inspections, tests, shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents, and revisions thereto, as provided to Manager by the Architect and by contractors. Manager shall make all records available to the Owner. At the completion of the Project, Manager shall deliver all such records to Owner.
  - 2.4.12 Review and coordinate the delivery of all trade contractor insurance certificates required pursuant to the terms of their respective trade contracts.
  - 2.4.13 With Architect, observe the checkout of utilities, operational systems and equipment, including Owner purchased systems and equipment, for readiness, and assist in the coordination of their initial start-up and testing.
  - 2.4.14 When Owner or Architect, as the case may be, considers each trade contractor's Work or a designated portion thereof substantially complete, Manager shall work with Architect or Owner, to prepare a list of incomplete or unsatisfactory items and a schedule for their completion. Manager shall accompany Architect in conducting inspections.
  - 2.4.15 When the Project or a designated portion thereof is substantially complete, prepare for Owner and the Architect a summary of the status of the Work of each trade contractor, listing changes in previously issued punch lists. At such time as a trade contractor's Work has been completed and final payment has been made to such contractor, obtain from such trade contractor and deliver to Owner a "Trade Contractor's Affidavit".
  - 2.4.16 In the event of any casualty or any other damage affecting any project, supervise and coordinate safety precautions and the clean-up and removal of debris in connection therewith, and, subject to Owner's approval, take such action and perform such services as may be necessary to cause the damaged portion of the Project to be rebuilt in accordance with the drawings and specifications therefor.
  - 2.4.17 Review, analyze and coordinate the submission of shop drawings, product data, samples and other submittals prepared in connection with the Project and provide for the submittal thereof to Architect with recommendations as to review and approval thereof. Coordinate submittals with information contained in related documents. In collaboration with Architect and other design professionals, establish an implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.
- 2.5 Post-Construction Phase Services. With respect to each Project, Manager shall perform the following Services, ~~to the extent authorized by Owner:~~
- 2.5.1 Manager shall coordinate and expedite submittals of information from the trade contractors for preparation of record drawings and specifications, and shall coordinate and expedite the transmittal of such record documents to Owner.
  - 2.5.2 Prior to the final completion of the Project, Manager shall compile manufacturers' operations and maintenance manuals, warranties and guarantees, and certificates, and index and bind such documents in an organized manner. As-built drawings shall be obtained and compiled for each Project. All the

foregoing information shall then be provided to Owner.

- 2.5.3 Manager shall assist Owner in obtaining an Occupancy Permit by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Project.
- 2.5.4 Where any Work is performed by Manager's own forces or others under a contract with Manager, then Manager shall warrant that all materials and equipment included in such Work will be new, unless otherwise specified and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the applicable contract documents with respect to such Work, the Manager further agrees to correct all Work defective in material and workmanship for a period of one (1) year from the date of substantial completion or for such longer periods of time as may be set forth in any Project Amendment or other applicable portions of the Contract Documents. Manager shall collect and deliver to Owner any specific written warranty given by others in connection with Work performed by Manager or persons or entities performing Work under a contract with Manager.
- 2.5.5 Manager shall observe trade contractors' check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing. Manager shall coordinate all warranty and corrective work of trade contractors.
- 2.6 Scope and Additional Services. Manager acknowledges and agrees that Owner may authorize all or any portion of the Project Services in connection with any given Project. At the request of Owner, Manager shall provide additional services generally consistent with the scope of those described in this Agreement and customarily provided by Manager with demonstrated competence and expertise in connection with the building-type for which they provide construction administration services.
- 2.7 Self-Performed Work. If Manager performs any Work with its own forces, including, without limitation, the purchase of any equipment or materials for incorporation into a Project, Manager shall enter into a separate trade contract or purchase order with respect to such Work if requested by Owner.

## EXHIBIT F

### SERVICES PROVIDED FOR RELOCATION

Coordinate moves with the Property staff and service contractors

- Obtain certificate of insurance from movers to protect owners interest
- Communicate hours moving can take place
- Arrange for freight elevator operator if required (and charge tenant if appropriate)
- Communicate elevator dimensions
- Ensure mover provides for corridor protection
- Arrange loading dock use
- Coordinate clean up requirements
- Coordinate directory listing
- Coordinate locks and keys
- Coordinate with landlords of facilities from which Property occupants are relocating to insure proper transition

Deliver tenant welcoming kit which provides information on:

- Building hours
- Building Systems (HVAC, Security, Deliveries)
- Handicapped Facilities
- Emergency Procedures
- Property Removal Procedures
- Mail box locations and pick up times

The above services will all be provided for the Management Fee, with no additional charge

## CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE <sup>UC</sup> PURSUANT TO COOK COUNTY ORDINANCES AND STATE LAWS IN CONNECTION WITH THE MANAGEMENT AGREEMENT BETWEEN ~~of West Washington North Corp~~ <sup>UC</sup> AS MANAGER, AND THE COUNTY OF COOK, AS OWNER, OF WHICH THESE CERTIFICATIONS ARE HEREBY MADE A PART. EXECUTION OF THE MANAGEMENT AGREEMENT AND THESE CERTIFICATIONS IS REQUIRED TO BE MADE ON THE CONTRACT EXECUTION FORMS ATTACHED HERETO AND MADE A PART HEREOF. SIGNATORY IS NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS AT ANY TIME THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE MANAGEMENT AGREEMENT MAY BE TERMINATED BY THE COUNTY WITHOUT THE PAYMENT OF ANY PENALTY OR SUM.

### COOK COUNTY ORDINANCES

**A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.**

Chapter 10, Section 10-6.1 of the Ordinances and Resolutions of the County of Cook provides as follows: 10-6.1 - DISQUALIFICATION FOR TAX AND FEE DELINQUENCY. No person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

**B. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.**

Chapter 10, Section 10-7, of the Ordinances and Resolutions of the County of Cook provides as follows: 10-7. - CONTRACT AWARD INELIGIBILITY - BRIBERY CONVICTION. No person or business entity shall be awarded a contract or subcontract, for a period of three (3) years, if that person or business entity: (a) has been convicted of bribery or attempting to bribe an officer or employee of a unit of government in that officer or employee's official capacity; or (b) has made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct.

THE UNDERSIGNED HEREBY CERTIFIES THAT: the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7, of the Ordinances and Resolutions of the County of Cook.

**C. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.**

Chapter 10, Section 10-7.1, of the Ordinances and Resolutions of the County of Cook provides as follows: 10-7.1. - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- (b) Has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. Section 1 et seq.;
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois;
- (d) Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1 et seq.;

- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois;
- (f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- (h) Has entered a plea of nolo contendere to a charge of bribery, price-fixing, bid-rigging or fraud, as set forth in subsections (a) through (f) above. (Ord. 7-2-79, p. 4213.)

**THE UNDERSIGNED HEREBY CERTIFIES THAT:**

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(3) it does not employ as an officer, an individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);

(4) it does not have an owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business, who was an owner, partner or shareholder who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter business committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

**D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.3.**

Chapter 10, Section 10-7.3. of the Ordinances and Resolutions of the County of Cook provides as follows: 10-7.3. DISQUALIFICATION DUE TO CONTRACT TERMINATED FOR CAUSE. No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the Cook County Board of Commissioners. The period of Ineligibility shall continue for 24 months from the date the Board terminates the contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** it has not within the last 24 months had a County contract terminated by the County Board for cause.

**E. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-8.**

Chapter 10, Section 10-8. of the Ordinances and Resolutions of the County of Cook provides as follows: 10-8. OFFERING GIFT TO INDUCE OTHERS NOT TO BID; BRIBE OFFER TO GOVERNMENT EMPLOYEE. No person or business entity shall be awarded a contract or subcontract if that person or business entity offers or pays any money or other valuable thing to any person or business entity to induce him not to bid for a County contract or as recompense for his not having bid on such a contract.

No business shall be awarded a contract or subcontract, if the business entity has knowledge that an officer or director thereof, has within the three (3) years preceding award of the contract: (a) been convicted of bribery or attempting to bribe an officer or employee of a unit of government in that officer or employee's official capacity; or (b) made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-8. of the Ordinances and Resolutions of the County of Cook.

**F. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted 3/16/93)**

No person who is a party to a contract with Cook County shall engage in unlawful discrimination or sexual harassment against any individual in the terms and conditions of employment, credit, public accommodations, housing or provision of County facilities, services or programs.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** it is in compliance with these policies and agrees to abide by such policies as a part of its contractual obligations.

**G. COOK COUNTY ETHICS ORDINANCE (adopted 8/3/93)**

No Official or Employee shall have a Financial Interest in his or her own name or in the name of any other Person in any contract, work or business of the County or in the sale of any article, whether the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the County.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** it is in compliance with these policies and agrees to abide by such policies as a part of its contractual obligations.

**STATE LAWS**

**H. BID-RIGGING OR BID ROTATING.**

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 70 ILCS 5/33 E-11).

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** It is not barred from award of this Lease Agreement as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid rotating.

**I. ILLINOIS HUMAN RIGHTS ACT**

In accordance with Public Act 81-1216 (amended by Public Act 87-1257)(Illinois Compiled Statutes, 775 ILCS 5/3-101 et seq.)

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** it is compliance with the Act and agrees to abide by the requirements of the Act as part of its contractual obligations.

File Number 0012318-8



**To all to whom these Presents Shall Come, Greeting:**

*I, George H. Ryan, Secretary of State of the State of Illinois,  
do hereby certify that*

69 WEST WASHINGTON MANAGEMENT COMPANY, L.L.C.,  
HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 18, 1997,  
APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED  
LIABILITY COMPANY ACT OF THIS STATE RELATING TO THE FILING  
OF THE ARTICLES AND PAYMENT, AND IS ORGANIZED TO TRANSACT  
BUSINESS IN THE STATE OF ILLINOIS.



**In Testimony Whereof,** *I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois this* 18TH  
*day of* JUNE *A.D., 19* 97.

*George H. Ryan*  
SECRETARY OF STATE

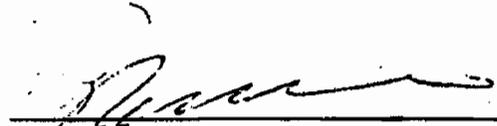
69 West Washington Management Company, L.L.C.  
20 North Michigan  
Suite 400  
Chicago, Illinois 60602

Authorization to Bind the Company

The Managing Committee of 69 West Washington Management Company, L.L.C. (the "Company") acting pursuant to the powers of the Managing Committee set forth in Article VII of the Operating Agreement of the Company executed as of June 18, 1997, including but not limited to the terms of Section 7.6 thereof, hereby authorizes Katherine K. Scott and Leroy W. Bannister, Jr., acting together on behalf of the Managing Committee, to execute that certain contract with the County of Cook in the State of Illinois relating to the management of that certain building located at 69 West Washington Street, Chicago, Illinois.

IN WITNESS WHEREOF, this authorization is executed this 27th day of June, 1997.

**EQUITIES MANAGER:**

  
\_\_\_\_\_  
Robert A. Wislow, or, if unavailable,  
Katherine K. Scott

**EAST LAKE MANAGER:**

\_\_\_\_\_  
Elzie L. Higginbottom, or, if unavailable,  
Leroy W. Bannister, Jr.

69 West Washington Management Company, L.L.C.  
20 North Michigan  
Suite 400  
Chicago, Illinois 60602

**Authorization to Bind the Company**

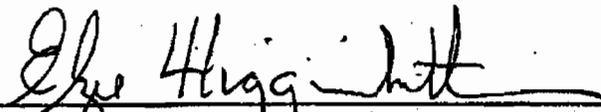
The Managing Committee of 69 West Washington Management Company, L.L.C. (the "Company") acting pursuant to the powers of the Managing Committee set forth in Article VII of the Operating Agreement of the Company executed as of June 18, 1997, including but not limited to the terms of Section 7.6 thereof, hereby authorizes Katherine K. Scott and Leroy W. Bannister, Jr., acting together on behalf of the Managing Committee, to execute that certain contract with the County of Cook in the State of Illinois relating to the management of that certain building located at 69 West Washington Street, Chicago, Illinois.

**IN WITNESS WHEREOF**, this authorization is executed this 27th day of June, 1997.

**EQUITIES MANAGER:**

\_\_\_\_\_  
Robert A. Wislow, or, if unavailable,  
Katherine K. Scott

**EAST LAKE MANAGER:**

  
\_\_\_\_\_  
Elzie L. Higginbottom, or, if unavailable,  
Leroy W. Bannister, Jr.

CERTIFICATIONS AND EXECUTION FORMS

CONTRACT EXECUTION FORM

I. GENERAL INFORMATION

The undersigned warrants that all the facts and information set forth below are true and correct.

BUSINESS NAME: 69 WEST WASHINGTON MANAGEMENT COMPANY, L.L.C.

If you are a corporation or a limited partnership, please provide a current Corporate Certificate of Good Standing or the Partnership's Certificate of Existence from the Illinois Secretary of State. If you are a limited liability company, please provide a current copy of the limited liability company's Certificate of Existence from the Illinois Secretary of State.

If the Management Agreement is executed by the Trustee of a Land Trust, then the general information section of this form shall be completed as to Beneficiary.

BUSINESS ADDRESS: 20 NORTH MICHIGAN AVENUE, SUITE 400  
CHICAGO, ILLINOIS 60602

BUSINESS TELEPHONE: (312) 456-7000 FAX NO. (312) 456-0056

CONTACT PERSON: KATHERINE K. SCOTT

FEIN/SSN: APPLIED FOR.

IL LIMITED LIABILITY FILE NO. 0012318-8

If you are a corporation, a limited liability company or a limited partnership operating under an assumed name, state the true name of the corporation or limited partnership and provide a Secretary of State stamped copy of the application filed with the Illinois Secretary of State pursuant to 805 ILCS 5/4.15 or 805 ILCS 210/108.

TRUE NAME: \_\_\_\_\_

If you are either a sole proprietorship or a general partnership operating under an assumed name, state the true name of the company and provide the Cook County Registration Number and a County Clerk stamped copy of the certificate filed pursuant to Illinois Compiled Statutes, 805 ILCS 405/1.

TRUE NAME: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY  
(Required per Cook County Ordinance Chapter 10, Section 10-6.1.)

PERMANENT INDEX NUMBERS:	ADDRESS:
<u>None</u>	_____
_____	_____
_____	_____

IF NO PROPERTY OWNED, INDICATE "NOT APPLICABLE"  
ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL PIN NUMBERS

**II. CONTRACT EXECUTION**

Execution of this Contract Execution Form shall constitute execution of the foregoing Management Agreement including the Certifications made a part thereof, and any Rider(s) or Exhibit(s) to said Lease.

**TRUSTEE:**

A Trustee that executes the Management Agreement does so on behalf of the Trust. However, Trustee executes the Certifications only as agent for the Beneficiary. Trustee must provide a copy of a Letter of Direction whereby Beneficiary directs execution of the Management Agreement. The Letter of Direction must also indicate that Beneficiary authorizes Trustee to make the Certifications on behalf of the Beneficiary.

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

\_\_\_\_\_  
AS TRUSTEE

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

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NOTARY SEAL

+++ Notarize the following Signatures at the bottom of Page EF-3 +++

SOLE PROPRIETOR: \_\_\_\_\_  
(Name of Sole Proprietorship)

By: \_\_\_\_\_  
(Name of Managing Agent, if applicable. If no Managing Agent, sign directly below.)

(Signature) By: \_\_\_\_\_

Its: \_\_\_\_\_

**PARTNERSHIP OR JOINT VENTURE:**

Attach hereto a resolution or other document(s) authorizing execution of the Management Agreement on behalf of the partnership or joint venture and specifying the name and capacity of the individuals authorized to execute and attest to said documents.

\_\_\_\_\_  
(Name of Partnership or Joint Venture)

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Signature) By: \_\_\_\_\_

Its: \_\_\_\_\_

**CORPORATIONS:**

Attach hereto a resolution or other document(s) authorizing execution of the Management Agreement on behalf of the corporation and specifying the name and capacity of the individuals authorized to execute and attest to said documents.

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_

(Name of Managing Agent, if applicable. If no Managing Agent, sign directly below.)

(Signature) By: \_\_\_\_\_

Its: \_\_\_\_\_

**LIST ALL CORPORATE OFFICERS:**

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

**LIMITED LIABILITY COMPANY:**

Attach hereto a resolution or other document(s) authorizing execution of the Management Agreement on behalf of the limited liability company and specifying the name and capacity of the individuals authorized to execute and attest to said documents.

69 West Washington Management Company, L.L.C.

By: *Katherine K. Scott*  
KATHERINE K. SCOTT

Its: DESIGNATED MEMBER OF THE MANAGING COMMITTEE

By: *Leroy W. Bannister, Jr.*  
LEROY W. BANNISTER, JR.

Its: DESIGNATED MEMBER OF THE MANAGING COMMITTEE

+++++

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 27th DAY OF June, 1997

MY COMMISSION EXPIRES:

*Denise M. Rejsek*  
NOTARY PUBLIC

NOTARY SEAL



### III. CONTRACT ACCEPTANCE

The undersigned, on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Management Agreement;

CHARGE	PERIOD	AMOUNT	FUND CHARGEABLE
Management Fee:	08/01/97-11/30/97	\$ 26,668	23000 Account
Management Fee:	12/01/97-07/31/00	\$ 413,324	Operating Account to be Established
Operating Budget:	08/01/97-11/30/97	\$1,334,740	23000 Account
Relocation & Improvements Budget:	08/01/97-11/30/97	\$1,005,750	23000 Account

INCOME TO COUNTY: \$2,753,814.00

APPROVED BY THE COOK COUNTY BOARD OF COMMISSIONERS IN CHICAGO, ILLINOIS THIS

1st DAY OF July, 19 97.

#### COUNTY OF COOK,

a body politic and corporate of the State of Illinois

By: John H. Stroger  
 PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

BY: [Signature]  
 COMPTROLLER, COUNTY OF COOK

ATTEST:

David Orr

COUNTY CLERK

APPROVED AS TO FORM:

[Signature]  
 ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD  
 COUNTY COMMISSIONERS

AUG 05 1997

COM \_\_\_\_\_

THE BOARD OF COMMISSIONERS

JOHN H. STROGER, JR.

PRESIDENT

EARLEEN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBBIE L. STEELE	2nd Dist.	MIKE QURDLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
JOHN H. STROGER, JR.	4th Dist.	TED LECHOWICZ	12th Dist.
DEBORAH SIMAS	5th Dist.	CALVIN R. SUTKER	13th Dist.
WILLIAM R. MORAN	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	CARL R. HANSEN	15th Dist.
ROBERTO MALDONADO	8th Dist.	ALLAN C. CARR	16th Dist.
		HERBERT T. SCHUMANN, JR.	17th Dist.



June 1, 2000

June 20

BUREAU OF ADMINISTRATION  
REAL ESTATE MANAGEMENT DIVISION

JOHN W. DAVIS  
DIRECTOR

Cook County Administration Building  
69 West Washington Street, Room 1060  
Chicago, Illinois 60602  
(312) 603-0040

Honorable John H. Stroger, Jr., President  
Board of Commissioners, County of Cook  
Room 537  
118 N. Clark Street  
Chicago, IL 60602

Dear President Stroger:

Requesting authorization to enter into and execute a three-year extension agreement with 69 West Washington Management Company, L.L.C. ("69 WWMC"), for the continued management and operation of the 69 West Washington Building (the "Building") pursuant to the Management Agreement approved by this Board on August 5, 1997 (the "Contract"). The Contract expires July 31, 2000.

Attached to this letter is a copy of the proposal for extension, including a summary of the accomplishments of 69 West Washington Management Company during the current term. The proposed extension will be on all the terms and conditions contained in the Contract, except that after the initial year of the extension period, the management fee of \$160,000 per year will be increased by the percentage increase in the Consumer Price Index over a July, 2000 base. In all other respects the terms and conditions will remain the same.

Oversight and supervision of 69 WWMC is by the Real Estate Management Division, with dual responsibility by the Director of Facilities Management, William R. Huffman, as to physical conditions, renovations and services to the Building. Mr. Huffman concurs in this recommendation.

The Cook County State's Attorney has approved this Agreement as to form.

Very truly yours,

*John W. Davis*  
John W. Davis, Director  
Real Estate Management Division

Concurred in by:

*William R. Huffman*  
William R. Huffman, Director  
Facilities Management

cc: James Eldridge, Chief Administrative Officer  
Sandra K. Williams, Secretary to the Board  
William R. Huffman, Director, Facilities Management  
Anna B. Ashcraft, Special Assistant to President

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 20 2000

COM \_\_\_\_\_

THE BOARD OF COMMISSIONERS

JOHN H. STROGER, JR.

PRESIDENT

EARLEEN COLLINS	1st Dist.	PETER N. SILVESTRI	8th Dist.
ROBBIE L. STEELE	2nd Dist.	MIKE DUNGLY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
JOHN H. STROGER, JR.	4th Dist.	TED LECHOWICZ	12th Dist.
DEBORAH SIMS	5th Dist.	CALVIN P. SUTKER	13th Dist.
WILLIAM R. HUFFMAN	6th Dist.	GREGG GOGLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	CARL R. HANSEN	15th Dist.
ROBERTO MALDONADO	8th Dist.	ALLAN C. CARR	16th Dist.
		HERBERT T. SCHUMANN, JR.	17th Dist.



June 1, 2000

BUREAU OF ADMINISTRATION  
REAL ESTATE MANAGEMENT DIVISION

JOHN W. DAVIS  
DIRECTOR

Cook County Administration Building  
69 West Washington Street, Room 1060  
Chicago, Illinois 60602  
(312) 603-0040

Honorable John H. Stroger, Jr., President  
Board of Commissioners, County of Cook  
Room 537  
118 N. Clark Street  
Chicago, IL 60602

Dear President Stroger:

Requesting authorization to enter into and execute a three-year extension agreement with 69 West Washington Management Company, L.L.C. ("69 WWMC"), for the continued management and operation of the 69 West Washington Building (the "Building") pursuant to the Management Agreement approved by this Board on August 5, 1997 (the "Contract"). The Contract expires July 31, 2000.

Attached to this letter is a copy of the proposal for extension, including a summary of the accomplishments of 69 West Washington Management Company during the current term. The proposed extension will be on all the terms and conditions contained in the Contract, except that after the initial year of the extension period, the management fee of \$160,000 per year will be increased by the percentage increase in the Consumer Price Index over a July, 2000 base. In all other respects the terms and conditions will remain the same.

Oversight and supervision of 69 WWMC is by the Real Estate Management Division, with dual responsibility by the Director of Facilities Management, William R. Huffman, as to physical conditions, renovations and services to the Building. Mr. Huffman concurs in this recommendation.

The Cook County State's Attorney has approved this Agreement as to form.

Very truly yours,

*John W. Davis*  
John W. Davis, Director  
Real Estate Management Division

Concurred in by:

*William R. Huffman*  
William R. Huffman, Director  
Facilities Management

cc: James Eldridge, Chief Administrative Officer  
Sandra K. Williams, Secretary to the Board  
William R. Huffman, Director, Facilities Management  
Anna B. Ashcraft, Special Assistant to President

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 20 2000

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CLERK  
FILED  
57  
106  
57

## FIRST AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT to Management Agreement ("Amendment") is made as of this 15<sup>th</sup> day of JUNE, 2000 by and between the County of Cook, a body corporate and politic of the State of Illinois ("Owner"), and 69 West Washington Management Company, L.L.C., an Illinois Limited Liability Company ("Manager").

WHEREAS, the Owner and the Manager have entered into that certain Management Agreement dated as of August 1, 1997 for management of the building commonly known as the Cook County Administration Building (the "Property") located at 69 West Washington Street, Chicago, Illinois; and

WHEREAS, Owner and Manager desire to extend the term of the Management Agreement as set forth below and to adjust the fee as described herein;

NOW, THEREFORE, Owner and Manager hereby agree as follows:

1. **Extension of Term.** The term of the Management Agreement is hereby extended for a period beginning August 1, 2000 and expiring July 31, 2003 on all terms and conditions set forth in the Management Agreement, except as provided herein.

2. **Adjustment to Management Fee.** Article 5 is amended by adding the following new Subsection 5.5:

**5.5. CPI Increase.** Beginning on August 1, 2001, and on August 1 of each succeeding year of the term, the Management Fee shall be increased by the amount of the "CPI Adjustment" as defined and calculated below:

a) **Definitions.**

(i) "Consumer Price Index" shall mean the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (base index year 1982-84=100), for Chicago, Gary, Lake County, IL-IN-WI, as published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics is substantially revised, including, without limitation, a change in the base index year, an adjustment shall be made by Owner in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such Consumer Price Index had not been so revised.

(ii) "Base Consumer Price Index" shall mean the Consumer Price Index for July, 2000.

(b) Commencing with the monthly installment of the Management Fee for August, 2001, the Management Fee of \$160,000 per year shall be increased by the percentage increase, if any, in the Consumer Price Index for the month of July just ended ("the Comparison Month"), over the Base Consumer Price Index (said amount being hereinafter referred to as the "CPI Adjustment"). The CPI Adjustment shall be divided by twelve, and one-twelfth of the CPI Adjustment shall be added to each installment of the Management Fee, until the recalculation of the CPI Adjustment, made the following August.

3. **Full Force and Effect.** Except as expressly modified or amended by this First Amendment, all the terms and provisions of the Management Agreement shall remain unchanged and in full force and effect.

4. **Execution.** Execution of this First Amendment shall be effected by execution of the contract execution forms attached hereto consisting of pages Cert-1 through Cert-4 and EF-1 through EF-5.

III. CONTRACT ACCEPTANCE

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Contract.

CONTRACT PRICE FOR TERM OF CONTRACT

\$ 480,000.00 + CPT ADJUSTMENTS  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_, OR

INCOME TO COUNTY: \_\_\_\_\_

APPROVED BY THE COOK COUNTY BOARD OF COMMISSIONERS IN CHICAGO, ILLINOIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF COOK,  
a body politic and corporate of the State of Illinois

By:

John H. Stroger, Jr.  
PRESIDENT, COOK COUNTY  
BOARD OF COMMISSIONERS  
[Signature]  
COUNTY COMPTROLLER

APPROVED AS TO FORM:

Marie Orr  
ASSISTANT STATE'S ATTORNEY

Attest  
[Signature]

David Orr  
COUNTY CLERK

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 20 2000

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THE BOARD OF COMMISSIONERS

JOHN H. STROGER, JR.

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
BOBBIE L. STEELE	2nd Dist.	MIKE QUINLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
JOHN H. STROGER, JR.	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN P. MURPHY	6th Dist.	GREGG ROSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	DALE R. HANSEN	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAZA	16th Dist.
		ELIZABETH ANN DOODY SOHRAN	17th Dist.



BUREAU OF ADMINISTRATION  
REAL ESTATE MANAGEMENT DIVISION

JOHN W. DAVIS  
DIRECTOR

Cook County Administration Building  
69 West Washington Street, Room 1060  
Chicago, Illinois 60602  
Tel: (312) 603-0040  
Fax: (312) 603-9840

July 1, 2003

Honorable John H. Stroger, Jr., President  
Board of Commissioners, County of Cook  
118 North Clark Street, Room 537  
Chicago, Illinois 60602

Dear President Stroger:

Requesting authorization to enter into and execute a three-year extension agreement with 69 West Washington Management Company, L.L.C. ("69 WWMC"), for the continued management and operation of the 69 West Washington Building (the "Building") pursuant to the Management Agreement approved by this Board on August 5, 1997 (the "Contract"), previously extended by a First Amendment to Management Agreement approved by this Board on June 20, 2000 (the "Amendment"). The Contract expires July 31, 2003.

Attached to this letter is a copy of the proposal for extension, including a summary of the accomplishments of 69 West Washington Management Company during the current term. The proposed extension will be on all the terms and conditions contained in the Contract, as previously amended, including the annual increase based the Consumer Price Index. Currently, the management fee is \$165,873 per year.

Oversight and supervision of 69 WWMC is by the Real Estate Management Division, with dual responsibility by the Director of Facilities Management, John T. Joiner, as to physical conditions, renovations and services to the Building. Mr. Joiner concurs in this recommendation.

Very truly yours,

John W. Davis, Director  
Real Estate Management Division

cc: James L. Eldridge, Jr., Chief Administrative Officer  
Sandra K. Williams, Secretary to the Board  
John T. Joiner, Director, Facilities Management  
Anna B. Ashcraft, Special Assistant to the President

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 01 2003

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Printed on Recycled Paper

## SECOND AMENDMENT TO MANAGEMENT AGREEMENT

**THIS SECOND AMENDMENT TO MANAGEMENT AGREEMENT** ("Amendment") is made as of this \_\_\_ day of \_\_\_\_\_, 2003 by and between the County of Cook, a body corporate and politic of the State of Illinois ("Owner"), and 69 West Washington Management Company, L.L.C., an Illinois Limited Liability Company ("Manager").

**WHEREAS**, the Owner and the Manager entered into that certain Management Agreement dated as of August 1, 1997 for management of the building commonly known as the Cook County Administration Building (the "Property") located at 69 West Washington Street, Chicago, Illinois; and

**WHEREAS**, the Owner and Manager entered into a First Amendment to Management Agreement dated as of June 1, 2000 to extend the term of such management agreement and make certain modifications to the compensation provided therein. Such agreement, as so amended, is hereinafter referred to as the "Management Agreement"; and

**WHEREAS**, the Owner and Manager desire to extend the term of the Management Agreement as set forth below;

**NOW, THEREFORE**, Owner and Manager hereby agree as follows:

**1. Extension of Term.** The term of the Management Agreement is hereby further extended for a period beginning August 1, 2003 and expiring July 31, 2006, such extension to be on all terms and conditions set forth in the Management Agreement, except as provided herein.

**2. Adjustment to Management Fee.** The CPI Adjustment described in the First Amendment to Management Agreement will remain in effect, with the next adjustment occurring as of August 1, 2003.

**3. Modification of Laws and Ordinances.** Certain provisions of the Management Agreement require the Manager to comply with various laws and ordinances of the County of Cook, as well as other applicable statutes and laws. In certain instances the requirements of such laws and ordinances are specifically set forth in the Management Agreement. Notwithstanding such provisions of the Management Agreement, if any such laws or ordinances have been or are amended or determined by court action, settlement or otherwise to be unenforceable or invalid, Manager shall be required to comply with such laws and ordinances, as amended, and to the extent still valid. As an example, but not in limitation of the foregoing, the Minority and Women Business Enterprises ordinance described in Article XV of the Management Agreement has been determined by court

order to be non-enforceable as to construction contracts. Therefore, at the direction of the Director of Facilities Management and the Director of Real Estate Management, the Manager has no longer been including the provisions of such ordinance in construction contracts. As a further example, Section 2.9(b) of the Management Agreement sets forth a requirement for competitive bidding where work or purchases cost in excess of \$10,000. The \$10,000 limit required by County ordinance has been increased to \$25,000, and such increased amount shall be considered to be the applicable limit for purposes of this Management Agreement. During the term of the Management Agreement, any such matters may be clarified by written direction from the Director Real Estate Management and the Director of Facilities Management.

**4. Full Force and Effect.** Except as expressed modified or amended by this First Amendment, all the terms and provisions of the Management Agreement shall remain unchanged and in full force and effect.

**5. Execution.** Execution of this First Amendment shall be effected by execution of the contract execution forms attached hereto consisting of pages Cert-1 through Cert-4 and EF-1 through EF-5.

III. CONTRACT ACCEPTANCE

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Contract.

CONTRACT PRICE FOR THE SALE OF EXCESS LAND

\$ \_\_\_\_\_  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_, OR

INCOME TO COUNTY: \_\_\_\_\_

APPROVED BY THE COOK COUNTY BOARD OF COMMISSIONERS IN CHICAGO, ILLINOIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF COOK,  
a body politic and corporate of the State of Illinois

By: John H. Stroger, Jr.  
John H. Stroger, Jr.  
PRESIDENT, COOK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
COUNTY COMPTROLLER

David Orr

\_\_\_\_\_  
COUNTY CLERK

APPROVED AS TO FORM:

Marcia O'Connell  
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 01 2003

COM \_\_\_\_\_

THE BOARD OF COMMISSIONERS

JOHN H. STROGER, JR.

PRESIDENT

EARLEAN COLLINS  
BOBBIE L. STEELE  
JERRY BUTLER  
JOHN H. STROGER, JR.  
DEBORAH SIMS  
JOAN P. MURPHY  
JOSEPH MARIO MORENO  
ROBERTO MALDONADO

1st Dist.	PETER M. SILVESTRI	9th Dist.
2nd Dist.	MIKE GUNGLEY	10th Dist.
3rd Dist.	JOHN P. DALEY	11th Dist.
4th Dist.	FORREST CLAYPOOL	12th Dist.
5th Dist.	LARRY SUFFREDIN	13th Dist.
6th Dist.	GREGG BOSLIN	14th Dist.
7th Dist.	CARL R. HANSEN	15th Dist.
8th Dist.	ANTHONY J. PERAICA	16th Dist.
	ELIZABETH ANN DODDY GORMAN	17th Dist.



BUREAU OF ADMINISTRATION  
REAL ESTATE MANAGEMENT DIVISION

JOHN W. DAVIS  
DIRECTOR

Cook County Administration Building  
69 West Washington Street, Room 1060  
Chicago, Illinois 60602  
Tel: (312) 603-0040  
Fax: (312) 603-9840

May 31, 2006

Honorable John H. Stroger, Jr., President  
Board of Commissioners, County of Cook  
118 North Clark Street, Room 537  
Chicago, Illinois 60602

Dear President Stroger:

Requesting authorization to enter into and execute a three-year extension agreement with 69 West Washington Management Company, L.L.C. ("69 WWMC"), for the continued management and operation of the 69 West Washington Building (the "Building") pursuant to the Management Agreement approved by this Board on August 5, 1997 extended by First Amendment to Management Agreement approved by this Board on June 20, 2000, and by Second Amendment to Management Agreement approved by this Board on July 1, 2003 (the "Contract"), The Contract, expires July 31, 2006.

Attached to this letter is a copy of the proposal for extension, including a summary of the accomplishments of 69 West Washington Management Company during the current term. The proposed extension will be on all the terms and conditions contained in the Contract, as previously amended, including the annual increase based on the Consumer Price Index. Currently, the management fee is \$177,525 per year.

Oversight and supervision of 69 WWMC is by the Real Estate Management Division, with dual responsibility by the Director of Facilities Management, John T. Joiner, as to physical conditions, renovations and services to the Building. Mr. Joiner concurs in this recommendation.

Very truly yours,

John W. Davis, Director  
Real Estate Management Division

Concurred in by:

John T. Joiner, Director  
Facilities Management

James Whigham  
James L. Eldridge, Jr.  
Anna Ashcraft

THE BOARD OF COMMISSIONERS

JOHN H. STROGER, JR.

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER H. SILVESTRI	9th Dist.
BOBBIE L. STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
JOHN H. STROGER, JR.	4th Dist.	FORREST CLAYPOOL	12th Dist.
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JOAN P. MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	CARL R. HANSEN	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORHAM	17th Dist.



BUREAU OF ADMINISTRATION  
REAL ESTATE MANAGEMENT DIVISION

JOHN W. DAVIS  
DIRECTOR #75

Cook County Administration Building  
69 West Washington Street, Room 1060  
Chicago, Illinois 60602  
Tel: (312) 603-0040  
Fax: (312) 603-9840

May 31, 2006

Honorable John H. Stroger, Jr., President  
Board of Commissioners, County of Cook  
118 North Clark Street, Room 537  
Chicago, Illinois 60602

Dear President Stroger:

Requesting authorization to enter into and execute a three-year extension agreement with 69 West Washington Management Company, L.L.C. ("69 WWMC"), for the continued management and operation of the 69 West Washington Building (the "Building") pursuant to the Management Agreement approved by this Board on August 7, 1997 extended by First Amendment to Management Agreement approved by this Board on June 20, 2000, and by Second Amendment to Management Agreement approved by this Board on July 1, 2003 (the "Contract"). The Contract, expires July 31, 2006.

Attached to this letter is a copy of the proposal for extension, including a summary of the accomplishments of 69 West Washington Management Company during the current term. The proposed extension will be on all the terms and conditions contained in the Contract, as previously amended, including the annual increase based on the Consumer Price Index. Currently, the management fee is \$177,525 per year.

Oversight and supervision of 69 WWMC is by the Real Estate Management Division, with dual responsibility by the Director of Facilities Management, John T. Joiner, as to physical conditions, renovations and services to the Building. Mr. Joiner concurs in this recommendation.

Very truly yours,

*John W. Davis (AK)*  
John W. Davis, Director  
Real Estate Management Division

Concurred in by:

\_\_\_\_\_  
John T. Joiner, Director  
Facilities Management

James Whigham  
James L. Eldridge, Jr.  
Anna Ashcraft

REFERRED TO THE FINANCE  
REAL ESTATE SUBCOMMITTEE

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

COMMUNICATION NO. 279590

JUL 12 2006

JUN 20 2006

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### THIRD AMENDMENT TO MANAGEMENT AGREEMENT

**THIS THIRD AMENDMENT TO MANAGEMENT AGREEMENT** ("Amendment") is made as of this 12th day of July, 2006 by and between the County of Cook, a body corporate and politic of the State of Illinois ("Owner"), and 69 West Washington Management Company, L.L.C., an Illinois Limited Liability Company ("Manager").

**WHEREAS**, the Owner and the Manager entered into that certain Management Agreement dated as of August 1, 1997 for management of the building commonly known as the Cook County Administration Building (the "Property"), located at 69 West Washington Street, Chicago, Illinois, which agreement was extended and modified by First Amendment to Management Agreement dated as of June 1, 2000 and Second Amendment dated as of July 1, 2003. Such agreement, as so amended, is hereinafter referred to as the "Management Agreement"; and

**WHEREAS**, the Owner and Manager desire to further extend the term of the Management Agreement and make certain other modifications as set forth below;

**NOW, THEREFORE**, Owner and Manager hereby agree as follows:

- 1. Extension of Term.** The term of the Management Agreement is hereby further extended for a period beginning August 1, 2006 and expiring July 31, 2009, such extension to be on all terms and conditions set forth in the Management Agreement, except as provided herein.
- 2. Adjustment to Management Fee.** The CPI Adjustment described in the First Amendment to Management Agreement will remain in effect, with the next adjustment occurring as of August 1, 2006.
- 3. Minority and Women Business Enterprise Goals.** Article XV is deleted in its entirety and the attached Article XV is substituted in its place. When entering into contracts for services and supplies, Manager will apply the County's current participation requirements on an annual basis.
- 4. Full Force and Effect.** Except as expressed modified or amended by this Third Amendment, all the terms and provisions of the Management Agreement shall remain unchanged and in full force and effect.
- 5. Execution.** Execution of this Third Amendment shall be effected by execution of the contract execution forms attached hereto consisting of pages Cert-1 through Cert-4 and EF-1 through EF-5.

III. CONTRACT ACCEPTANCE

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Contract.

CONTRACT PRICE FOR THE SALE OF EXCESS LAND

\$ \_\_\_\_\_  
(DOLLARS AND CENTS)

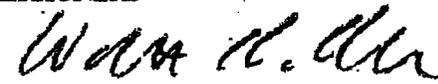
FUND CHARGEABLE: \_\_\_\_\_, OR

INCOME TO COUNTY: \_\_\_\_\_

APPROVED BY THE COOK COUNTY BOARD OF COMMISSIONERS IN CHICAGO, ILLINOIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF COOK,  
a body politic and corporate of the State of Illinois

By:   
John H. Stroger, Jr.  
PRESIDENT, COOK COUNTY  
BOARD OF COMMISSIONERS

  
COUNTY COMPTROLLER

  
COUNTY CLERK

APPROVED AS TO FORM:  
  
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 12 2006

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## **ACCOMPLISHMENTS**

Aside from the accomplishments listed below, the 69 West Washington Management Company continues to re-bid service contracts at two/three year intervals to ensure the highest quality of service at the most reasonable cost.

Our experience in property management provides us the knowledge to successfully negotiate service and construction on behalf of the County and the foresight to identify many types of building problems in advance.

We are prepared to maintain our responsive posture in managing the property and will continue to be dedicated toward improving the quality of the operations at 69 West Washington.

### **2003 – 2006:**

- **Building Security System Upgrades** – Designed and constructed a building Security Command Center on the 14<sup>th</sup> floor. The Command Center is the focus point for the backbone of the new security system and staffed with two security guards who monitor all 23 CCTV cameras on two 42" plasma screens. All digital images are automatically recorded and saved for a minimum of 30 days. The video surveillance system compliments the new Infragraphics card access system (an after hours access system to tenant entry doors and all passenger elevator elevators).

Command Center guards respond to building mechanical equipment and life safety alarms, control the new photo-identification badge access control system and dispatch security guards when necessary. The security upgrade also included a new infrastructure for the lobby security desk which accommodates new security monitors and devices.

- **Upgraded the two building freight cars with state-of-the-art technology.** Mechanical upgrade include new microprocessor controls, solid state power drives, operating and signal fixtures and a general overhaul and restoration of reused equipment.

- Rehabilitation of the two existing escalators. Work included furnishing and replacement, reconditioning, adjusting and testing of escalator equipment, systems and components including the relocation and/or removal of existing equipment no longer required for proper operation.
- In order to alleviate a serious negative pressurization problem, which occurs annually, dependent on weather conditions, from approximately November through February, a three-phase program was initiated. Phase I included the upgrade of the Building Automation System (BAS), which is a key part of the overall project; Phase II included the replacement of all chilled water coils on the five main fan systems; Phase III included the replacement of draft dampers and their controls for three boilers – the replacement of these controls/dampers will save gas consumption, which can relate to a savings of approximately \$50,000.00.
- Installation of a new automatic, surface mounted sprinkler system throughout the entire building in accordance with City of Chicago and NFPA requirements. A new "dry" system for the building lobby. A new drain riser and individual floor control valves were installed within the southeast stairwell and two pre-action systems were installed to protect the County-wide server and 911 systems.

- Design and replacement of the existing fire detection and voice communication system with a new EST3 addressable system. Although the system is technically "non jurisdictional", it was designed and installed as if it were a jurisdictional system. All existing smoke detectors, heat detectors and monitor modules were replaced with new modules and elevator recall operations are being installed for the new detection system.

New Genesis model speakers and strobes were being installed in the building. Wheelock horns were installed in high noise areas and new firefighter telephones were installed in the lobby, the stairwells and in the fire pump room. Installation of new automatic power supplies and notification devices (strobes and public address system) were installed on all floors. Although the system is technically "non jurisdictional", it was designed and installed as if it was a jurisdictional system.

- Existing 1' X 1' spline ceilings/grid, 1" X 4" trough light fixtures and 1' X 1' HVAC diffusers were removed throughout the building and replaced with Armstrong Dune 2' X 2' ceiling tiles, Titus HVAC diffusers, Metalux 2' X 2' and 2' X 4' lights which included the installation of motion sensors in all private offices. New Alkco exit signs were also installed and air balancing conducted on a floor by floor basis.

- Design and installation of a new stairwell door locking/unlocking system. All building stairwell doors have a locking device, tied into the lobby security panel and will open automatically during a life safety emergency. The tie in to the security panel also contains a manual "open" override switch for use during regularly scheduled life safety drills. However, we have been directed not to activate this system.
- Design and replacement of existing lobby "life safety/security" panel in lobby. The new lobby panel monitors devices for voice communication, strobe, smoke alarms, sprinklers, sprinkler and standpipe water flow switches, special suppression systems, fire pump, emergency generators, etc. and is equipped for off-site monitoring. The off-site monitoring system, EM 24, automatically notifies the Chicago Fire Department when a 5 star alarm occurs.
- The removal and replacement of approximately 150 lf of stone pavers, removal of approximately 200 lf of existing waterproofing system, beam and slab underside repairs and installation of new waterproofing and paver system to cure existing water infiltration into the Pedway (undemeath loading dock, corridor between subway and 3 First National, between Dairy Queen and Food Court and outside entry of the Secretary of State's Drivers Express).
- Replace existing lobby revolving door wings - existing wings had worn mechanisms and a 8" X 4" notch in the glass at the interior corners of each wing which contributed to the glass having a tendency to shatter when collapsed. Existing door wings and mechanisms were removed and replaced with new mechanisms and door wings that are designed without corner notches to correct shattering glass.
- Construction of a new "Server Room" for Office Technologies/MIS on the 24<sup>th</sup> floor. Expansion and redevelopment of existing WAN, computer room and server room with new free standing HVAC units, building standard ceilings and lighting.
- Expansion of "Server Room" which consolidates various County department servers into a "Server Farm" providing each department with a gated and locked server area.
- Design and installation of appropriate HVAC, a NOVEC 1230 fire suppression system and emergency generator connections for the WAN, computer room, Server Farm and TELECOM areas on the 24<sup>th</sup> floor.

- Designed and constructed nine floors for eleven County departments which "restacked" the building when the building was ready for reoccupancy at a savings of over \$400,000.00 (budgeted cost - \$1,495,308.53; actual cost - \$1,052,847.11).
- Reconstruction of entire 7<sup>th</sup> floor and Bustle, 12<sup>th</sup> floor and 25<sup>th</sup> floor for Public Guardian, Secretary of State and Clerk of the Court. Reconstruction included the new office design and the selection and purchase of office furniture.
- Coordinated the purchase and installation of a serpentine shaped bench, using Ipe wood in the Miro Plaza. The "Plaza Memorial Bench" is both symbolic as well as useful and serves as a tangible tribute to the six lives that changed in October, 2003.
- The design and installation of a new Dearborn storefront entry which incorporates a new revolving door and a separate ADA entry, fulfilling all entry requirements of the Americans with Disabilities Act.
- Coordinated all activities for the clean up, repair and reoccupancy of the building after October, 2003. Liaison between County departments, service/repair contractors, reconstruction contractors, CNA insurance adjusters, City of Chicago – Permit Department, Chicago Fire Department and Fire Prevention Bureau, Chicago Police Department, etc. Complete reoccupancy achieved in October, 2004.

#### **CURRENT PROJECTS – IN PROGRESS**

- Loading Dock and Lift Replacement
- Seal Openings in Plumbing/ Air Shaft
- Electrical Panel Inspection & Panel Labeling

#### **FUTURE PROJECTS**

- Pedway ADA Restrooms
- Pedway Public Area Lighting
- Pedway Food Court
- Pedway Electrical Distribution
- Pedway/Lobby Elevator (ADA)
- Pedway Pharmacy
- Lobby Lighting Retrofit
- ACM Abatement/Reinsulation of Main Fans

## 1997 - 2003:

- In striving to meet, or exceed, the MBE/WBE participation levels established by the County, The 69 West Washington Management Company is proud to have disbursed 40% of our applicable operating expenses to MBE/WBE firms since coming on board in 1997.
- Completed tenant improvements totaling over 600,000 square feet and assisted in the relocation of approximately 50 County departments to 69 West Washington, taking the building from virtually full vacancy when the contract started in 1997 to 91% current occupancy.
- Relocated additional non-county tenants to the property, including HIDTA (26,747 SF), the City Board of Elections (46,497 SF), State's Attorney (54,187 SF) and the Secretary of State (19,498 SF). We also maintain and manage the Pedway, which currently consists of six outside tenants and two county related facilities. In addition, lease negotiations are currently underway for a new food court tenant who will be spending approximately \$2 million to improve the food court space.
- Worked with both the City and the County to oversee the construction of the Child Care Center (10,867 SF) on the first and second floor of the building, along with a kitchen and laundry servery in the lower level. The management of the Center was awarded to Bright Horizons and it can accommodate over 100 children including infants, toddlers and pre-schoolers.
- Installed a new UPS system and two auxiliary generators to handle emergency systems and critical County operations in case of a power outage. The 800kw generator supplies emergency power to elevators, lighting and fire/life safety system and the 1250kw generator serves as backup power to specific requirements with in MIS/Communications. To comply with Chicago city code, a separate building for the generators was constructed on the loading dock.
- Modernized all of the building's 17 passenger elevators to improve functionally with state-of-the-art technology, including new control panel installed at the lobby console. Mechanical upgrades include new microprocessor controls, solid-state drives, operating and signal fixtures and a general overhaul and restoration of re-used equipment.

- Conducted extensive exterior façade repairs that involved having to replace close to half of the window ledges on the building. Included with the repairs was a full exterior painting and Critical Examination. Additional effort was made to ensure that the project was completed within one calendar year, so that we did not have to have the protective canopy in front of the building for a second year.
- Completed replacement of the exterior roof, including erection of roof perimeter barriers due to lack of existing parapet wall. Project also included the installation of new davits for the window-washing rig.
- Replaced the lower level heat exchanger in order to meet City of Chicago code requirements for double wall construction. As this work needed to be done for code, we also took the opportunity to install new units that run electrical power as well as steam heat. This allows us to take advantage of our boiler heat in the winter and then go to electric power in the summer, which eliminated our need to run a boiler in the summer just to provide domestic hot water.
- Completed retrofit of all three chiller units, switching refrigerants from R-11 to R-123 and reducing the size of the units by utilizing better efficiencies. The two 1,300 ton units were reduced to 1,000 tons and the 550 ton unit was reduced to 500 tons.
- Installed five automated external defibrillator (AED) units at strategic point throughout the building and certified 27 members of our building staff in CPR & AED use. Several of our office staff are now certified to train other people in AED use and CPR.
- Developed an Emergency Evacuation Plan that exceeds the requirements under the new City ordinance, including evacuation signage and floor plans in all public areas and tenant spaces. We have also developed an Emergency Evacuation Training Program consisting of leadership training, employee training and quarterly evacuation drills. For this we have provided evacuation training seminars for over 1,100 building employees and fire extinguisher training for 72 evacuation team members.
- Completed a major lobby renovation to create usable space for Citibank (8,005 SF), a prominent tenant whose presence lends identity to the building's lobby. The project resulted in the first partnership between the County and a private corporation and currently draws around \$380,00 in rental revenue.

- Created energy savings for the county by implementing a lighting retrofit program in which all incandescent fixtures were replaced by energy efficient compact fluorescents. In addition to the energy savings realized on a monthly basis, the program, which was sponsored by Com Ed, entitled the County to a \$25,000 rebate. In addition, the 33<sup>rd</sup> floor was recently retrofitted with motion sensitive timing devices on all their lighting. The test was successful enough to warrant continuing this throughout the building.
- Completed renovation of the majority of common area corridors, including new ceiling tile, grids, lighting fixtures and exit lighting. A new building standard carpet and paint color was decided upon. Each of these corridors also received the new carpet, base and paint.
- Completed renovations of the building restrooms, including new ceiling tile, light fixtures and tile refinishing.
- Instituted a semi-annual air quality testing program to ensure that mold, fungi and VOC levels are with acceptable limits.
- After 9/11 we created an internal messenger center within the building and no longer allow outside messengers to travel within the building. Guards now check messengers in at the receiving room and deliver packages from there.
- Painted the building stairwells with emergency reflective paint and completely repainted the building mechanical rooms.
- Conducted annual thermoscans on the building's electrical system, which uncovered safety issues that, if not addressed, could have manifested into emergency situations. In response to these results, we contracted with certified electrical contractors to quickly repair the damage noted by the thermoscan.
- Diligently prepared and managed annual budgets, as is evidenced by our fiscal year closings that are consistently within budget parameters.
- Implemented a periodic inspection of all building windows by engineering staff. During 1999, five windows were identified as having questionable integrity and were successfully replaced prior to year end. They were inspected again in 2001 as part of our critical exam for the exterior façade inspection.

- Implemented an aggressive recycling program, which was not offered at 69 West Washington prior to privatized management. This new program has allowed the County to not only maintain an environmentally friendly position, but has cut operation expenses by drastically reducing our waste hauling bills. The recycling program generates roughly 25,000 pounds of recyclable material per month.
- Switched to larger roll hand towels and toilet paper in the restrooms to reduce costs and installed new automatic flushing and air freshener units in all restrooms throughout the building.
- Installed new building signage in order to comply with ADA requirements and improve the building's aesthetics in common areas. Restroom signage now complies with size and content, stairwell signage complies with content, size and locations both within the stairwell and at the doors leading into the stairwells. Tenant signage is consistent and uniform throughout the building. Directional signage located in some common area elevator corridors, and especially on soffits throughout the Pedway, is more clear and consistent.
- Installed a new building work order system that tracks tenant requests and preventative maintenance.
- Wrote and distributed "The County Line", a quarterly newsletter distributed by the Office of the Building, to keep tenants updated with what is going on in the building.
- In order to create a better venue for communication, new message corkboards have been installed in common area corridors and in the tenant break room on the 22<sup>nd</sup> floor. Items like the quarterly newsletter, specific policies and project notices are posted here.

THE BOARD OF COMMISSIONERS

TODD H. STROGER  
PRESIDENT

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



BUREAU OF CAPITAL, PLANNING & FACILITIES  
MANAGEMENT

RAYMOND MULDOON, DIRECTOR  
REAL ESTATE MANAGEMENT DIVISION  
69 W. Washington, Suite 1060  
Chicago, Illinois 60602  
TEL: (312) 603-0040  
FAX: (312) 603-9840  
TDD: (312) 603-5255

37

Transmitting a Communication, dated June 1, 2009, from

RAYMOND MULDOON, Director, Real Estate Management Division

Requesting authorization to enter into and execute a three-year extension agreement with 69 West Washington Management Company, L.L.C. ("69 WWMC"), for the continued management and operation of the George W. Dunne Office Building located at 69 West Washington Street ("the Building"). 69 WWMC has managed the Building pursuant to the Management Agreement approved by this Board on August 7, 1997, extended by a First Amendment to Management Agreement approved by this Board on June 20, 2000, a Second Amendment to Management Agreement approved by this Board on July 1, 2003 and by a Third Amendment to Management Agreement approved by this Board July 12, 2006 (the "Contract"). The term of the Contract expires July 31, 2009.

The proposed extension will be on the same terms and conditions contained in the Contract, as previously amended, except for the schedule of leasing commissions (unchanged since 1997) which has been adjusted to current market standards. The management fee shall continue to be adjusted annually based on the Consumer Price Index. Currently, the management fee is \$199,900 per year.

Oversight and supervision of 69 WWMC as to physical conditions, renovations, services and leasing is by the Office of Capital Planning & Policy and the Real Estate Management Division.

Approval is recommended

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 16 2009



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#### FOURTH AMENDMENT TO MANAGEMENT AGREEMENT

**THIS FOURTH AMENDMENT TO MANAGEMENT AGREEMENT** ("Amendment") is made as of this 16<sup>th</sup> day of June, 2009 by and between the County of Cook, a body corporate and politic of the State of Illinois ("Owner"), and 69 West Washington Management Company, L.L.C., an Illinois Limited Liability Company ("Manager").

**WHEREAS**, the Owner and the Manager entered into that certain Management Agreement dated as of August 1, 1997 for management of the building commonly known as the Cook County Administration building (the 'Property'), located at 69 West Washington Street, Chicago, Illinois which agreement was extended and modified by First Amendment to Management Agreement dated as of June 1, 2000, Second Amendment dated as of July 1, 2003, and Third Amendment dated as of July 12, 2006 (collectively, such agreement and amendments are referred to as the 'Management Agreement'); and

**WHEREAS**, the Owner and Manager desire to further extend the term of the of the Management Agreement and make certain other modifications as set forth below;

**NOW, THEREFORE**, Owner and Manager hereby agree as follows:

1. **Extension of Term.** The term of the Management Agreement is hereby further extended for a period beginning August 1, 2009 and expiring July 31, 2012, such extension to be on all terms and conditions set forth in the Management Agreement, except as provided herein.
2. **Adjustment to Management Fee.** The CPI Adjustment described in the First Amendment to Management Agreement will remain in effect, with the next adjustment occurring as of August 1, 2009.
3. **Amendment to Leasing Commission.** Effective as of August 1, 2009, Section 3.6 of the Management Agreement is amended as follows.
  - a. Section 3.6 (b) of the Management Agreement is amended to read as follows:

The commission to the Manager determined pursuant to this Section and Exhibit D hereof shall be payable as follows: one-half shall be paid within 60 days after lease execution and one-half within 60 days after the earlier of (i) occupancy by the tenant or (ii) the commencement of rental payments by the tenant. Commissions payable to any cooperating broker shall be payable one-half upon the execution of a lease agreement and one-half upon the earlier of (i) occupancy by the tenant or (ii) the commencement of rental payments by the tenant.
  - b. Exhibit D is replaced by Exhibit D attached to and hereby made a part of this Fourth Amendment.
4. **Full Force and Effect.** Except as expressed modified or amended by this Fourth Amendment, all the terms and provisions of the Management Agreement shall remain unchanged and in full force and effect.
5. **Execution.** Execution of this Fourth Amendment shall be effected by execution of the Economic Disclosure Statement and Execution Document, consisting of pages EDS 1 through 10, attached hereto and made a part hereof.

## EXHIBIT D

### SCHEDULE OF LEASING COMMISSIONS

#### MANAGER'S COMMISSION

For Office Space (New leases) With a Cooperating Broker	\$ .53 per square foot per year of the lease term
Without a Cooperating Broker	\$ .85 per square foot per year of lease term
For Retail Space (New leases)* With a Cooperating Broker	50% of {150% of [(i) eight percent (8%) of the Average Annual Base Rent plus (ii) three percent (3%) of the Remaining Base Rent]}. A 10% discount is applied to the Manager's commission after the foregoing calculation.
Without a Cooperating Broker	Eight percent (8%) of the Average Annual Base Rent plus three percent (3%) of the Remaining Base Rent, minus a 10% discount.
For Renewals	Office renewals: No commission Retail renewals: 3% of total Base Rent payable during the renewal period, minus a 10% discount.

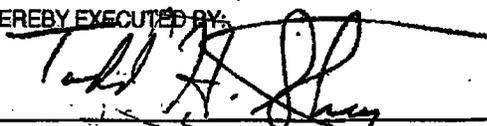
#### COOPERATING BROKER'S COMMISSION

For Office Space (New leases)	\$1.25 per square foot per year of lease term, or otherwise as approved by Owner.
For Office Space Renewals	\$1.25 per square foot per year of the renewal period
For Retail Space (New leases)*	50% of {150% of [(i) eight percent (8%) of the Average Annual Base Rent plus (ii) three percent (3%) of the total Remaining Base Rent]}.
For Retail Space Renewals	Three percent (3%) of the total Base Rent payable during the renewal period.
If a cooperating broker is an employee of either member of Manager, but is not assigned to the Property as Owner's leasing representative	Same as described above in this section

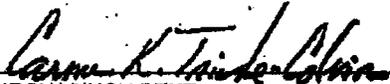
\* The total commission payable to the Manager and a Cooperating broker for a new retail lease is 150% of [the sum of eight percent (8%) of the Average Annual Base Rent plus three percent (3%) of the Remaining Base Rent]. The total commission so calculated is then split equally (50/50) between the Manager and the Cooperating broker. The Manager's commission so calculated is then reduced by a 10% discount.

SECTION 4  
COOK COUNTY SIGNATURE PAGE

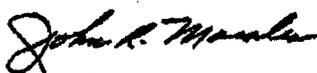
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS



\_\_\_\_\_  
COOK COUNTY PURCHASING AGENT



\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

COMPLETE ONE OF THE FOLLOWING SECTIONS:

1. TOTAL AMOUNT OF CONTRACT: \_\_\_\_\_ DOLLARS AND \_\_\_\_\_  
CENTS (\$ \_\_\_\_\_)

FUND CHARGEABLE: \_\_\_\_\_

OR

2. TOTAL AMOUNT OF BASE RENT FOR TERM OF LEASE: \_\_\_\_\_  
DOLLARS AND \_\_\_\_\_ CENTS (\$ \_\_\_\_\_)

OR

3. INCOME TO COUNTY: \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 16 2009

COM \_\_\_\_\_

04.09

THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Garner	10 <sup>th</sup> Dist.
Robert Strafe	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	John A. Filchay	12 <sup>th</sup> Dist.
William M. Beavers	4 <sup>th</sup> Dist.	Lawrence Sulfredin	13 <sup>th</sup> Dist.
Deborah Sims	5 <sup>th</sup> Dist.	Gragg Goslin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schneider	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Sivestri	9 <sup>th</sup> Dist.		



COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER

MARIA DE LOURDES COSS  
CHIEF PROCUREMENT OFFICER

County Building  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602-1304  
TEL: (312) 603-6370

July 19, 2012

Katherine K. Scott  
69 West Washington Management Company LLC  
20 N. Michigan Ave. Suite 400  
Chicago, IL 60602

RE: Contract Amendment  
Contract No. 97-43-1066, Cook County Real Estate Management Division

Dear Ms. Scott

This correspondence is to serve notice that the County of Cook has amended the above referenced Contract for Cook County Real Estate Management Division. The contract extension will be effective as of August 1, 2012 and continues until July 31, 2013.

Please refer to the contract number listed above when inquiring about the Contract.

If you have any questions, please contact Angela Sanchez, at (312) 603-2691 or via email at [angela.sanchez@cookcountyil.gov](mailto:angela.sanchez@cookcountyil.gov).

Sincerely,

  
Maria de Lourdes Coss, CPPO  
Chief Procurement Officer

MdLC/cj

cc: Anna Ashcraft  
Real Estate  
File (Contract Amendment No. 97-43-1066)

Attachment



**FIFTH AMENDMENT TO MANAGEMENT AGREEMENT**

**THIS FIFTH AMENDMENT TO MANAGEMENT AGREEMENT** ("Amendment") is made as of this 5<sup>th</sup> day of July, 2012 by and between the County of Cook, a body corporate and politic of the State of Illinois ("Owner"), and 69 West Washington Management Company, L.L.C., an Illinois Limited Liability Company ("Manager").

**WHEREAS**, the Owner and the Manager entered into that certain Management Agreement dated as of August 1, 1997 for management of the building commonly known as the Cook County Administration building (the 'Property'), located at 69 West Washington Street, Chicago, Illinois which agreement was extended and modified by First Amendment to Management Agreement dated as of June 1, 2000, Second Amendment dated as of July 1, 2003, Third Amendment dated as of July 12, 2006 and fourth Amendment dated as of June 16, 2009 (collectively, such agreement and amendments are referred to as the 'Management Agreement'); and

**WHEREAS**, the Owner and Manager desire to further extend the term of the of the Management Agreement and make certain other modifications as set forth below;

**WHEREAS**, the duration of such extension is for one year, and the increase in the contract sum is less than 10% of the previously Board approved contract amount;

**NOW, THEREFORE**, Owner and Manager hereby agree as follows:

1. **Extension of Term.** The term of the Management Agreement is hereby further extended for a period beginning August 1, 2012 and expiring July 31, 2013 (the "Extension Term"), such extension to be on all terms and conditions set forth in the Management Agreement, except as provided herein.
2. **Adjustment to Management Fee.** The Management Fee for such period will be \$180,000, or \$15,000 per month, payable as set forth in the Management Agreement.
3. **Amendment to Construction Administration Fee.** Effective as of August 1, 2012, Section 5.2 of the Management Agreement is amended by deleting "1.75%" in the second line of such section and substituting 3.0% in its place.
4. **Guaranteed Maximum Compensation.** In no event shall total compensation to the Manager exceed \$340,000 for the Extension Term. If the total of the Management Fee, the Construction Administration Fee and leasing commissions would exceed such amount if calculated in accordance with the Management Agreement, then the Manager will reduce any or all components of its fees in order to observe the limitation of \$340,000.
5. **Full Force and Effect.** Except as expressed modified or amended by this Fifth Amendment, all the terms and provisions of the Management Agreement shall remain unchanged and in full force and effect.
6. **Execution.** Execution of this Fifth Amendment shall be effected by execution of the Economic Disclosure Statement and Execution Document, consisting of pages EDS 1 through 10, attached hereto and made a part hereof.

SECTION 4  
COOK COUNTY SIGNATURE PAGE

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

*Joni Preechun*

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes Corp*

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 5<sup>th</sup> DAY OF July, 2012

COMPLETE ONE OF THE FOLLOWING SECTIONS:

1. TOTAL AMOUNT OF CONTRACT: \$180,000.00\* (\* Plus additional construction management fees or leasing commissions, if any. Total compensation shall not exceed \$340,00.00).

FUND CHARGEABLE: \_\_\_\_\_

OR

2. TOTAL AMOUNT OF BASE RENT FOR TERM OF LEASE: \_\_\_\_\_  
DOLLARS AND \_\_\_\_\_ CENTS (\$ \_\_\_\_\_)

OR

3. INCOME TO COUNTY: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

CONTRACT NO 97-43-1066  
69 West Washington  
69 West Washington Management L.L.C

### SIXTH AMENDMENT TO MANAGEMENT AGREEMENT

**THIS SIXTH AMENDMENT TO MANAGEMENT AGREEMENT** ("Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Cook, a body corporate and politic of the State of Illinois ("Owner"), and 69 West Washington Management Company, L.L.C., an Illinois Limited Liability Company ("Manager").

**WHEREAS**, the Owner and the Manager entered into that certain Management Agreement dated as of August 1, 1997 for management of the building commonly known as the Cook County Administration building (the 'Property'), located at 69 West Washington Street, Chicago, Illinois, which agreement was extended and modified by First Amendment to Management Agreement dated as of June 1, 2000, Second Amendment dated as of July 1, 2003, Third Amendment dated as of July 12, 2006, Fourth Amendment dated as of June 16, 2009 and Fifth Amendment dated as of July 5, 2012 (collectively, such agreement and amendments are referred to as the 'Management Agreement'); and

**WHEREAS**, the Owner and Manager desire to further extend the term of the Management Agreement as set forth below;

**NOW, THEREFORE**, Owner and Manager hereby agree as follows:

1. **Extension of Term.** The term of the Management Agreement is hereby further extended for a period beginning August 1, 2013 and expiring July 31, 2014 (the "Renewal Period"), such extension to be on all terms and conditions set forth in the Management Agreement, except as provided herein.
2. **Management Fee.** The Management Fee as amended in paragraphs 2 and 3 of the Fifth Amendment for such period being \$180,000 or \$15,000 per month will remain in effect, payable as set forth in the Management Agreement. The limitation on total compensation set forth in Paragraph 4 of the Fifth Amendment shall not apply to the Renewal Period.
3. **Prompt Payment.** Article 5 of the Management Agreement is amended by adding the following Subsection 5.6:

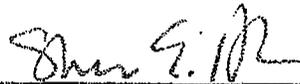
The County has implemented an Automated Clearing House ("ACH") Program in order to allow Vendors who voluntarily enroll in the ACH Program to receive prompt payments. In order to participate in the ACH Program, Vendors must submit the ACH Enrollment Form to the Cook County Comptroller's Office. The payment amount as reflected in a Vendor's invoice will be reduced by two percent (2%) if the County pays the Vendor within twenty (20) days from the date the Cook County Comptroller receives invoices. The payment amount as reflected in the participating Vendor's invoice will be reduced by one percent (1%) if the County pays the Vendor within thirty (30) days from the date the Cook County Comptroller receives invoices.

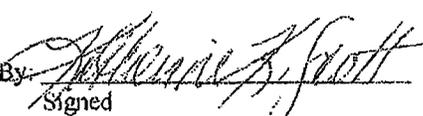
4. **Full Force and Effect.** Except as expressed modified or amended by this Sixth Amendment, all the terms and provisions of the Management Agreement shall remain unchanged and in full force and effect.
5. **Execution.** The Economic Disclosure Statement and Execution Document, consisting of pages EDS 1 through 13, attached hereto is incorporated herein and made a part hereof by this reference. Execution of this Sixth Amendment shall be effected by execution of the Economic Disclosure Statement and Execution Document, and by execution below.

In witness thereof, Owner and Manager have caused this Amendment to be executed on the date and year last written below.

County of Cook, Illinois

69 West Management Company L.L.C.

By:   
Cook County Chief Procurement Officer

By:   
Signed

Date: 30 July 2013

Katherine K. Scott  
Type or print name

Manager  
Title

Date: June 7, 2013

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS JUL 17 2013
--

**BUREAU OF ECONOMIC DEVELOPMENT**  
**REAL ESTATE MANAGEMENT DIVISION**

**PROPOSED CONTRACT ADDENDUM**

Transmitting a Communication, dated May 29, 2013 from

ANNA ASHCRAFT, Director, Real Estate Management Division  
and  
SHANNON E. ANDREWS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to extend for twelve (12) months, Contract No. 97-43-1066 with 69 West Washington Management Company, LLC ("69 WWMC"), for the continued management and operation of the George W. Dunne Office Building located at 69 West Washington Street. 69 WWMC has managed the Building pursuant to the Management Agreement approved by this Board on August 7, 1997, as previously amended.

**Reason:** This extension is necessary to ensure that the current management team remains in place during the initial implementation of the consolidation of departments in the downtown corporate campus. During this time, the Real Estate Management Division will work with the Office of the Chief Procurement Officer to develop and issue a Request for Proposal (RFP) for management services. The proposed extension will be on the same terms and conditions contained in the Management Agreement. The expiration date of the current contract is July 31, 2013.

**Estimated Fiscal Impact:** \$180,000.00. **Contract period:** August 1, 2013 through July 31, 2014. (490-572 Account).

Oversight and supervision of 69 WWMC as to physical conditions, renovations, services and leasing is by the Office of Capital Planning and Policy and the Real Estate Management Division.

Approval is recommended.

No lobbying contact was made for this item.

**EXHIBIT "D"**

**EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2013

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).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com FAX 212-948-0770  693805-STD-FINPR-13-14	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Wausau Underwriters Ins Co</td> <td>28042</td> </tr> <tr> <td>INSURER B: Employers Insurance Company Of Wausau</td> <td>21458</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Wausau Underwriters Ins Co	28042	INSURER B: Employers Insurance Company Of Wausau	21458	INSURER C: Liberty Insurance Corporation	42404	INSURER D: Federal Insurance Company	20281	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> U.S. EQUITIES REALTY PARTNERS, LLC ATTN: JOHN D. SIMON 20 N. MICHIGAN AVENUE, SUITE 400 CHICAGO, IL 60602														

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-004165123-33      **REVISION NUMBER:** 5

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 ISUR INSR	WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TBJ-291-458728-043	02/28/2013	02/28/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ASC-291-458728-033	02/28/2013	02/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-291-458728-053	02/28/2013	02/28/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCJ-291-458728-023	02/28/2013	02/28/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>PROFESSIONAL EPLI</b>			6208-0382	02/28/2013	02/28/2014	SIR: \$100,000 5,000,000 DEDUCTIBLE \$15,000 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: 69 WEST WASHINGTON, CHICAGO, IL  
 69 WEST WASHINGTON MANAGEMENT, LLC; THE COUNTY OF COOK, ILLINOIS, ITS COMMISSIONERS, AGENTS, OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY.

<b>CERTIFICATE HOLDER</b> THE COUNTY OF COOK, ILLINOIS THE EMPLOYEES OF COOK COUNTY C/O 69 WEST WASHINGTON MANAGEMENT CO. 69 WEST WASHINGTON, SUITE 1430 CHICAGO, IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

AGENCY CUSTOMER ID: 693805

LOC #: Chicago



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED U.S. EQUITIES REALTY PARTNERS, LLC ATTN: JOHN D. SIMON 20 N. MICHIGAN AVENUE, SUITE 400 CHICAGO, IL 60602	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

**Automobile Liability**

**Policy Covers**

\$500 COMP/COLL DED. : Y

**Other**

**Policy Covers**

CRIME

**Policy Details**

Insr Ltr: D (Federal Insurance Company)

Policy Number: 8208-0382

Eff. Dt. 02/28/2013 Exp. Dt. 02/28/2014

**Limits**

DEDUCTIBLE \$10,000 : 2,000,000

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

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

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

QUALIFIED EXPENSE AMOUNT (WAREHOUSE)  
 MBE/WBE Participation 2013-2014

Qualified Expense Totals - \$31,784.68

**MBE/WBE Amounts 2013-2014**

HVAC R&M	\$1,200.00	3.7754%
Building Supplies Interior	\$960.74	3.0227%
Landscape & Snow Removal	\$19,328.00	60.8092%

**TOTAL** **\$21,488.74** **67.6072%**

**Qualified Expenses without MBE/WBE - 2013-2014**

HVAC R&M - without MBE/WBE	\$3,070.00	
Alarm R&M - without MBE/WBE	\$2,195.00	
Building Supplies Interior - without MBE/WBE	\$2,880.94	
Landscape & Snow Removal - without MBE/WBE	\$2,150.00	

**TOTAL** **\$10,295.94**

**Grand Total Qualified Expenses** **\$31,784.68**

**Non-Qualified Expense Amounts -2013-2014**

Electricity	\$30,377.00	
Water & Sewer	\$3,987.00	
Gas & Oil	\$21,832.00	
Engineering Payroll	\$8,676.00	
Administrative Misc	\$25.00	
Property Management Fee	\$21,375.00	
Maintenance Payroll	\$1,796.00	

**Grand Total Non-Qualified Expenses** **\$88,068.00**

**Budget 2013-2014** **\$119,852.68**

QUALIFIED EXPENSE AMOUNT (WAREHOUSE)

MBE/WBE Actual Results - February 2013 - April 2014

Qualified Expense Totals - \$31,784.68

**MBE/WBE 2013-2014 Participation %**

Qu Bar Inc.	\$1,200.00	3.7754%
A&R Janitorial Service	\$425.00	1.3371%
Valdes Enterprises	\$1,240.09	3.9015%
Bella Bagno Inc.	\$433.65	1.3643%
McFarlane Douglass & Company	\$1,476.00	4.6437%
Christy Webber Landscapes	\$16,714.00	52.5851%

**Total 2013-2014 Participation %                      \$21,488.74    67.6072%**

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: A & R Janitorial Service, Inc.

Address: 5234 W. 25th Street

E-mail: hherrera@arjanitorial.com

Contact Person: Hugo Herrera Phone: (708) 656-8300

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

Percent Amount of Participation: 4.9090 % & 4.3122 %

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

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

MBE/WBE Firm: Christy Webber & Company, DBA Christy Webber Landscapes

Address: 2900 W. Ferdinand Street, Chicago, IL 60612

E-mail: christywebber.com

Contact Person: Steven Bernhard Phone: (773) 533-0477

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

Percent Amount of Participation: 2.2331 %

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

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

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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- Bidder/Proposer is a certified MBE or WBE firm, (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
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MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Nassaw/Douglass & Associates, ltd.d/b/a McFarlane/Douglass

Address: 143 Tower Drive, Burr Ridge, IL 60527

E-mail: lhauri@mcfarlanedouglass.com

Contact Person: Laura Hauri Phone: (630) 325-5335

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

Percent Amount of Participation: 9.3790 %

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

MBE/WBE Firm: Valdes Enterprises, Inc.

Address: 2323 Ravine Way, Glenview, IL 60025

E-mail: shahir.ahmed@valdessupply.com

Contact Person: Shahir Ahmed Phone: (847) 657-6000

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

Percent Amount of Participation: 4.7746 %

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

Attach additional sheets as needed.

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

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

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

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

MBE/WBE Firm: Bella Bagno  
Address: 5500 W. Touhy, Unit E, Skokie, IL 60077  
E-mail: cynthia@bellabagno.com  
Contact Person: Cynthia Lazurus Phone: (847) 673-7328

Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: 1.6696 %

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

MBE/WBE Firm: U.S. Fire & Safety Equipment Co.  
Address: 6542 N. Milwaukee Ave., Chicago, IL 60631  
E-mail: pbent@usfsco.com  
Contact Person: Jeanette Hughes Phone: (773) 763-4422

Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: 6.1410 %

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

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

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

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

MBE/WBE Firm: Qu-Bar Inc., DBA Niranjn S Choksi  
Address: 4149 W. 166th Street, Oak Forest, IL 60452  
E-mail: nickschoksi@qubarinc.com  
Contact Person: Niranjn Choksi Phone: (708) 339-8360

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

Percent Amount of Participation: 13.4756 %

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

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

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

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

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

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

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

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

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

\_\_\_\_\_ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

\_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: Christy Webber & Company, DBA Christy Webber Landscapes

Address: 2900 W. Ferdinand Street, Chicago, IL 60612

E-mail: Jennifer Crump (jennifer.crump@christywebber.com)

Contact Person: Jennifer Crump Phone: (773) 533-0477

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

Percent Amount of Participation: 76.0453%

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

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

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

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

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

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

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

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

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: A & R Janitorial Service, Inc.  
Address: 5234 W. 25th Street  
City/State: Cicero, IL Zip: 60804  
Phone: (708) 656-8300 Fax: (708) 656-8555  
Email: hherrera@arjanitorial.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 3/15/2018  
FEIN #: 36-2608806  
Contact Person: Hugo Herrera  
Contract #: 97-43-1066

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Service - 1330 S. 54th Ave, Cicero IL 60804  
\_\_\_\_\_  
\_\_\_\_\_

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

4.9090 % & 4.3122 %

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

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

Deborah Pinter  
Signature (MWBE)  
Deborah Pinter

Print Name

A & R JANITORIAL SERVICE, INC.

Firm Name

9-25-13

Date

Johnnie Miles  
Signature (Prime Bidder/Proposer)

Print Name

Johnnie Miles

69 West Washington Management Co., L.L.C.

Firm Name

10/18/13

Date

Subscribed and sworn before me

this 25<sup>th</sup> day of September, 20 13.

Notary Public Patrick J. Maher

SEAL



Subscribed and sworn before me

this 18<sup>th</sup> day of Oct, 20 13.

Notary Public Sheni Munoz

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name AFR JANITORIAL SERVICE INC.

Address 5234 W 25th St.

City CICERO

County COOK

State IL Zip 60804

Phone 708 656 8300 Email dpintor@arjanitorial.com

I Deborah Pintor, Contract # \_\_\_\_\_  
(Print Name)

President / CEO  
(Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as;  
 Black  Hispanic  Asian  Woman  DBE  
 and, the Personal Net Worth of the qualifying (51%) individual(s) does  does not   
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
 the owner's primary residence. An individual's personal net worth includes only his or her own share  
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that N/A  
 (Name of Company)  
 meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I Deborah Pintor  
 (Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Deborah Pintor  
 Title President / CEO Date 9/25/13

Subscribed and sworn to before me this 25<sup>th</sup> day of September 2013  
 (Month) (Year)

Patrick J. Maher  
 (Notary's Signature)

Notary's Seal

My Commission Expires 3-12-16





DEPARTMENT OF PROCUREMENT SERVICES

MAR 20 2013

CITY OF CHICAGO

Deborah Pintor  
A & R Janitorial Service, Inc.  
5234 W 25<sup>th</sup> St.  
Cicero, IL 60804

**Annual Certificate Expires: March 15, 2014**

Dear Ms. Pintor:

We are pleased to inform you that A & R Janitorial Service, Inc. has been re-certified as a Minority and Woman Business Enterprise (MBE/WBE) by the City of Chicago. This MBE/WBE certification is valid until March 15, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by March 15, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by January 15, 2014**.

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

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority and Woman Business Enterprise (MBE/WBE) if you fail to:

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

MAR 20 2013

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

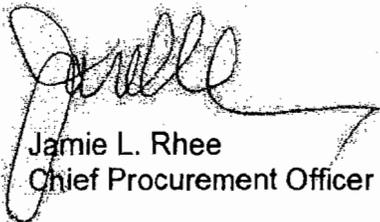
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code – 561720 - Janitorial Services**

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

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

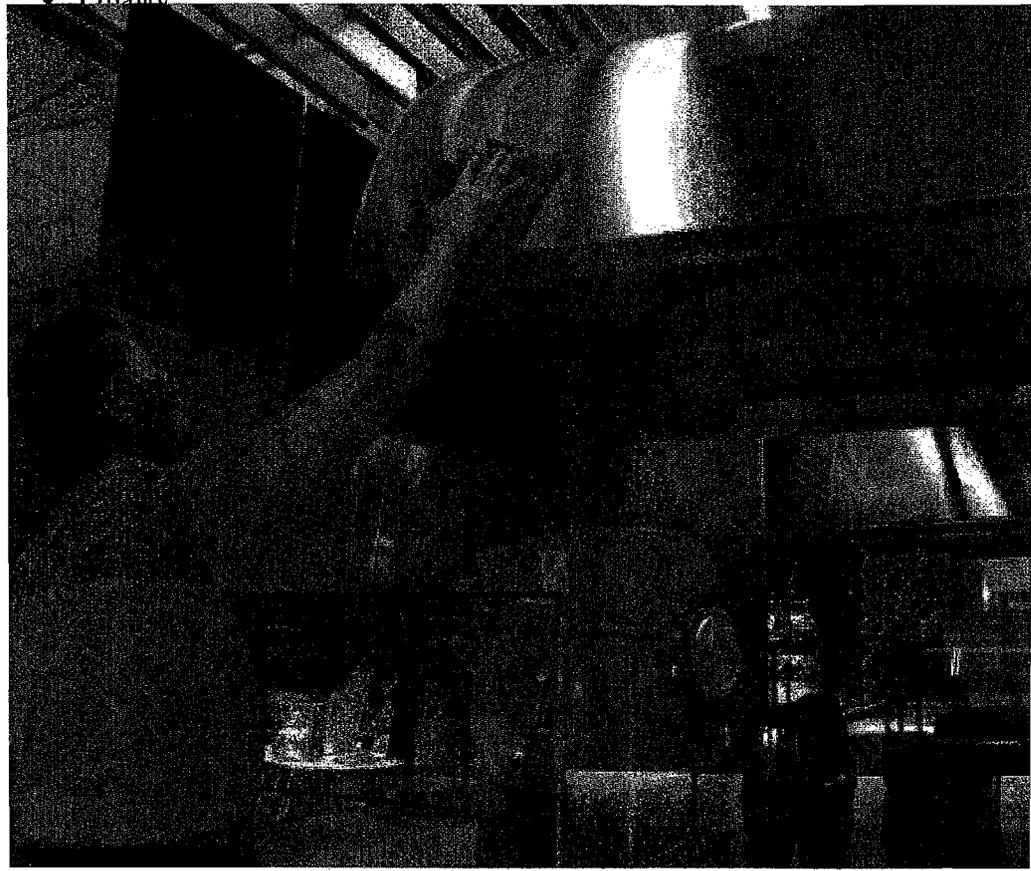


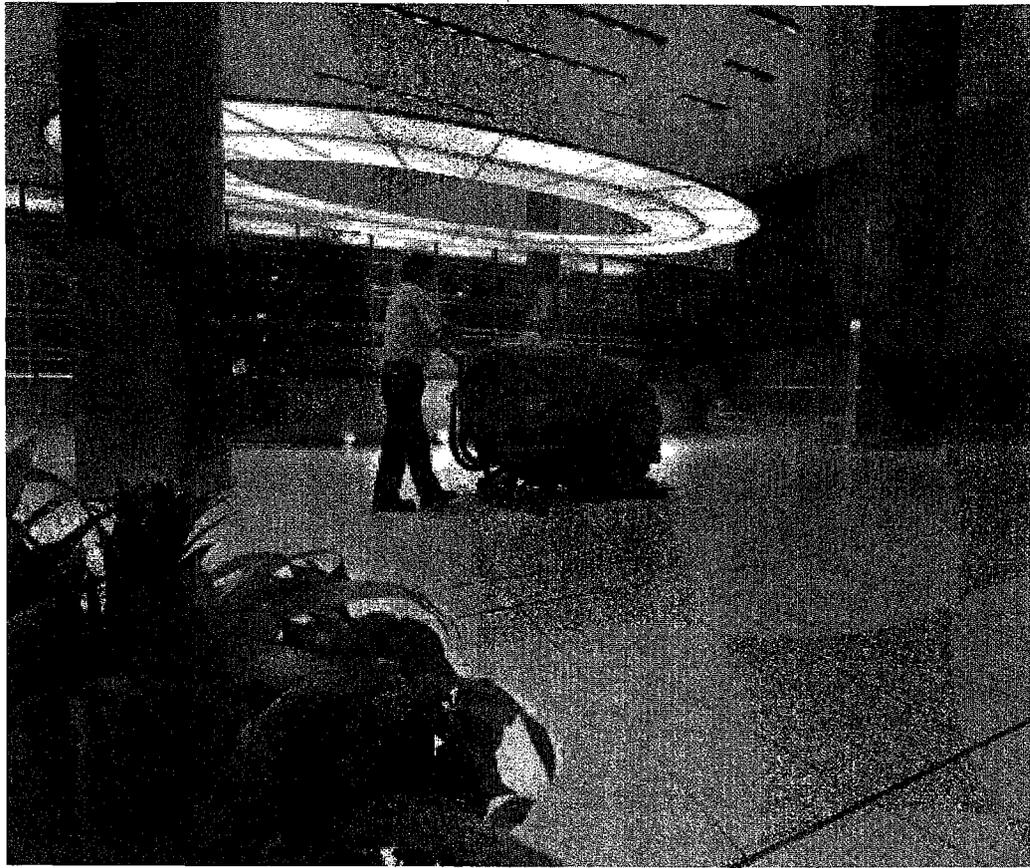
Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw



Janitorial Service, Inc.







## **Welcome to A&R Janitorial**

A&R Janitorial is a family owned and operated, full-service janitorial firm operating in the Chicago metropolitan area. Established in 1967, A&R provides a wide range of services for office buildings, institutions, warehouses and parking facilities throughout the region.

As a certified MBE/WBE, our commitment to our clients and hands on owner participation differentiates us from our competition. We not only provide outstanding service and value, but as an MBE/WBE business, we help our customers

attain important diversity spending goals which benefit multiple aspects, company and community wide.

## Our MBE/WBE Certifications



## We believe...

We believe that customer satisfaction is not simply a goal to achieve, but rather a constant objective to be pursued. At A&R Janitorial, we make customer satisfaction our primary mission shift by shift, each and every day.

## Pages:

[Home](#) | [About Us](#) | [Services](#) | [Quality](#) | [Environment](#) | [Contact Us](#)

## Search:

## Contact Info:

234 W. 25th Street, Cicero, IL 60804

P: 708.656.8300 | [info@arjanitorial.com](mailto:info@arjanitorial.com)

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COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Bella Bagno  
Address: 5500 W. Touhy, Unit E  
City/State: Skokie, IL Zip 60077  
Phone: (847) 673-7328 Fax: (847) 673-7338  
Email: cynthia@bellabagno.com

Certifying Agency: County of Cook & City of Chicago  
Certification Expiration Date: 4/1/14 & 10/1/13  
FEIN #: 36-3462397  
Contact Person: Cynthia Lazurus  
Contract #: 97-43-1066

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Services - 1330 S. 54th Ave, Cicero IL 60804

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

1.6696 %

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

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

Cynthia L. Lazurus  
Signature (MWBE)  
CYNTHIA LAZARUS  
Print Name  
BELLA BAGNO, INC  
Firm Name

Johnnie Miles  
Signature (Prime Bidder/Proposer)  
Johnnie Miles  
Print Name  
69 West Washington Management Co., L.L.C.  
Firm Name

Date

Date

10/18/13

Subscribed and sworn before me

Subscribed and sworn before me

this 24 day of September, 20 13

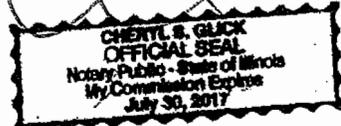
this 18<sup>th</sup> day of OCT, 20 13

Notary Public: Cheryl S. Gluck

Notary Public: \_\_\_\_\_

SEAL

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name BELLA BAGNO, INC.  
 Address 5500 W. TOUHY AVE. UNIT E  
 City SKOKIE  
 County COOK  
 State ILLINOIS Zip 60077  
 Phone 847-673-7328 Email cynthia@bellabagno.com

I CYNTHIA LAZARUS Contract # \_\_\_\_\_  
 (Print Name)  
PRESIDENT  
 (Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as;  
 Black  Hispanic  Asian  Woman  DBE  
 and, the Personal Net Worth of the qualifying (51%) individual(s) does  does not   
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
 the owner's primary residence. An individual's personal net worth includes only his or her own share  
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that BELLA BAGNO, INC  
 (Name of Company)  
 meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I CYNTHIA LAZARUS  
 (Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Cynthia Lazarus  
 Title PRESIDENT Date 9/24/13

Subscribed and sworn to before me this 24 day of September 2013  
 (Month) (Year)

Cheryl S. Glick Notary's Seal  
 (Notary's Signature)

My Commission Expires 7/30/17



THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 <sup>st</sup> Dist.	Brigget Gainer	10 <sup>th</sup> Dist.
Robert Steele	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	John A. Fritchey	12 <sup>th</sup> Dist.
Willem M. Beavers	4 <sup>th</sup> Dist.	Lawrence Sutfredin	13 <sup>th</sup> Dist.
Deborah Sims	5 <sup>th</sup> Dist.	Gregg Goslin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schmelder	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Silvestri	9 <sup>th</sup> Dist.		



COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ  
DIRECTOR

County Building  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5502

March 1, 2013

Ms. Cynthia Lazarus, President  
Bella Bagno, Inc.  
5500 W. Touhy Avenue, Suite E  
Skokie, IL 60077

Annual Certification Expires: March 1, 2014.

Dear Ms. Lazarus:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This annual WBE Certification is valid until March 1, 2014.

As a condition of continued Certification during the three (3) year term, you must file a "No Change Affidavit" within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

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

Regular Dealer: Hygolet Sanitary Toilet Seat Systems and Components including Sales, Installation and Maintenance; TSA and Airport Security Antimicrobial Disposable - Checkpoint Runners, Wanding Mat and Urinal Mat with Time In Service Monitor

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jacqueline Gomez".

Jacqueline Gomez  
Contract Compliance Director  
JG/ek

2015





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

OCT 21 2013

Cynthia Lazarus  
Bella Bagno, Inc.  
5500 West Touhy, Unit E  
Skokie, IL 60077

Dear Ms. Lazarus:

We are pleased to inform you that **Bella Bagno, Inc.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **09/01/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **09/01/2014, 09/01/2015, and 09/01/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **09/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **07/01/2017**.

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

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

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

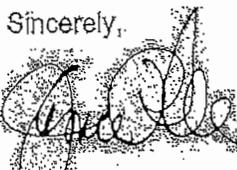
**NAICS Code(s):**

- 326299 - Floor Mats (e.g., bath, door), Rubber, Manufacturing
- 423210 - Outdoor Furniture Merchant Wholesalers
- 423720 - Plumbing Fixtures Merchant Wholesalers
- 423850 - Janitorial Equipment and Supplies Merchant Wholesalers
- 423930 - Recyclable Materials (e.g., glass, metal, paper) Merchant Wholesalers
- 424130 - Bags, Paper and Disposable Plastics, Merchant Wholesalers
- 424130 - Industrial Supplies, Disposable Plastics, Paper, Merchant Wholesalers
- 424210 - Blades, Razor, Merchant Wholesalers
- 424690 - Cleaning Compounds and Preparations Merchant Wholesalers
- 424690 - Laundry Soap, Chips, and Powder, Merchant Wholesalers
- 424990 - Bags, Textile, Merchant Wholesalers
- 453998 - Janitorial Equipment and Supplies Stores
- 561720 - Deodorant Servicing of Rest Rooms
- 561720 - Janitorial Services
- 561720 - Washroom Sanitation Services

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

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBEAWBE) Program.

Sincerely,



James L. Rice  
Chief Procurement Officer

JLR/ha

# Bella Bagno Inc.

*Certified Women Business Enterprise*

5500 W. Touhy Avenue, Unit E

Skokie, IL 60077

[www.bellabagno.com](http://www.bellabagno.com)

## COMPANY BACKGROUND

**The Bella Bagno Mission.** We assist our partners in:

- a. Providing a public safety and personal hygiene comfort zone for our customers that reduces risk of contamination and
- b. Increasing public awareness of available quality products such that they demand a safer environment.

**Our Vision.** Bella Bagno, Inc. will be the recognized national leader in promoting and educating hygiene awareness by forming partnerships with our primary customers and by providing top quality service that exceeds our customer's expectations.

**Strategic Direction.** We serve the public good by seeking partnerships with companies and corporations that serve a large segment of the public on a daily basis.

**Bella Bagno Values.** Our values address excellence in customer service:

<b>Integrity:</b>	We are truthful and honest in all transactions;
<b>Respect:</b>	We treat each partner and customer with courtesy
<b>Commitment:</b>	Our customers trust us to fulfill our obligations as agreed upon
<b>Loyalty:</b>	We are deeply committed to all we serve as well as those who have chosen to serve us.

### Bella Bagno, Inc. – A Short History

- Privately-held, Woman-owned enterprise since its inception in 1987 (23 years).
- Headquartered in Skokie, Illinois.
- Bella Bagno, Inc. began its commitment to public health and hygiene with the installation of the Hygolet hygienic seat system in major restaurants and office buildings in the greater Chicago area.
- In 1991, this commitment expanded to major airports with the inaugural installation of over 500 seats and ongoing maintenance at the Chicago O'Hare International Airport.
- Since 1991, installations at large, medium, and small airports across the United States, such as Miami, Louisville and Des Moines increased, reflecting the growing realization among airport executives that the traveling public valued the Hygolet hygienic seat system as a personal protection system against microbial contamination.
- Since that time, Bella Bagno, Inc. has continued its mission to serve the public good by providing additional barriers against microbial contamination in public settings, such as antimicrobial runners for airport security checkpoints.

## Our Mission

The mission of Bella Bagno, Inc. is to assist our partners in providing a comfort zone that reduces risk of contamination for their customers, and to increase public awareness of available quality products such that they demand a safer environment. Thus our focus remains with the public good, and we continue to seek partnerships with companies and corporations that serve a large segment of the public on a daily basis.

## About Bella Bagno

Bella Bagno, Inc. was established in 1986. Our primary purpose is to improve the sanitary conditions of facilities in order to provide a safe, hygienic environment. Initially, Bella Bagno, Inc. tested and developed the Hygolet® Sanitary System to address these conditions. We now maintain partnerships and customize programs with multiple manufacturers of highly effective sanitary and safety products that fit a wide variety of facilities. Bella Bagno, Inc. serves these facilities in an effort to provide a clean, sanitary experience for everyone who uses them. Bella Bagno now manufactures BellaMat™ (patent pending). We are the only Company to provide a disposable, antimicrobial Urinal Mat made with Green Smart Technology.

### Some of our Customers include:

Airports	Campgrounds
Airlines	Restaurants
Hospitals	Office Buildings
Medical Buildings	Shopping Centers
Health Clubs	Manufacturing Facilities
Nursing Homes	Churches
Convention Centers	Schools & Universities
Stadiums and Arenas	Park Districts
Auditoriums and Theaters	Hotels & Resorts

**Association Memberships**

American Association of Airport Executives (AAAE)  
Airports Council International – North America (ACI-NA)  
International Association of Assembly Management (IAAM)  
National Indian Gaming Association (NIGA)  
National Association of Women Business Owners (NAWBO)

**WBE Minority Certifications**

City of Chicago  
Illinois Department of Central Management  
Women's Business Development Center  
Cook County, Illinois  
State of Indiana Department of Administration  
State of Arizona

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Christy Webber & Company, DBA Christy Webber Landscapes

Certifying Agency: City of Chicago

Address: 2900 W. Ferdinand

Certification Expiration Date: 2/15/2018

City/State: Chicago, IL Zip: 60612

FEIN #: 36-4004972

Phone: (773) 533-0477 Fax: (773) 533-0771

Contact Person: Steven Bernhard

Email: christywebber.com

Contract #: 97-43-1066

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Services - 1330 S. 54th Ave, Cicero IL 60804

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

2.2331 %

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

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

*Christy Webber*  
Signature (MWBE)

*Johnnie Miles*  
Signature (Prime Bidder/Proposer)

Christy Webber  
Print Name

Johnnie Miles  
Print Name

Christy Webber & Company  
Firm Name

69 West Washington Management Co., L.L.C.  
Firm Name

9/25/2013  
Date

10/15/13  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 25<sup>th</sup> day of September, 2013

this 15<sup>th</sup> day of October, 2013

Notary Public Margaret M. Isaacson

Notary Public \_\_\_\_\_

SEAL

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Christy Webber & Company  
 Address 2900 W. Ferdinand  
 City Chicago  
 County COOK  
 State IL Zip 60612  
 Phone 773-533-0477 Email Christy@christywebber.com

I Christy Webber Contract # 97-43-1066  
 (Print Name)  
President  
 (Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as:  
 Black  Hispanic  Asian  Woman  DBE  
 and, the Personal Net Worth of the qualifying (51%) individual(s) does  does not   
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
 the owner's primary residence. An individual's personal net worth includes only his or her own share  
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that Christy Webber & Company  
 (Name of Company)  
 meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I Christy Webber  
 (Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature [Handwritten Signature]  
 Title President Date 9/25/2013

Subscribed and sworn to before me this 25<sup>th</sup> day of September 2013  
 (Month) (Year)

Margaret M. Isaacson Notary's Seal  
 (Notary's Signature)  
 My Commission Expires 10/31/16





DEPARTMENT OF PROCUREMENT SERVICES

FEB 27 2013

CITY OF CHICAGO

Christy Webber  
Christy Webber & Company  
2900 W Ferdinand St.  
Chicago, IL 60612

**Annual Certificate Expires: February 15, 2014**

Dear Ms. Webber:

We are pleased to inform you that Christy Webber & Company has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until February 15, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by February 15, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by December 15, 2013**.

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

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

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

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

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

- NAICS Code - 236118 Addition, alteration and renovation (i.e., construction), residential building**
- NAICS Code - 236118 Addition, alteration and renovation of single-family dwellings**
- NAICS Code - 236118 Addition, alteration and renovation, residential building, general contractors**
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- NAICS Code - 561730 Cemetery plot care services**
- NAICS Code - 561730 Fertilizing lawns**
- NAICS Code - 561730 Garden maintenance services**
- NAICS Code - 561730 Hydroseeding services (e.g., decorative, erosion control purposes)**
- NAICS Code - 561730 Landscape care and maintenance services**
- NAICS Code - 561730 Landscape contractors (except construction)**
- NAICS Code - 561730 Landscape installation services**
- NAICS Code - 561730 Landscaping services (except planning)**
- NAICS Code - 561730 Lawn care services (e.g., fertilizing, mowing, seeding, spraying)**
- NAICS Code - 561730 Lawn fertilizing services**
- NAICS Code - 561730 Lawn maintenance services**
- NAICS Code - 561730 Lawn mowing services**
- NAICS Code - 561730 Lawn seeding services**
- NAICS Code - 561730 Lawn spraying services**
- NAICS Code - 561730 Line slash (i.e., rights of way) maintenance services**

FEB 27 2013

- NAICS Code - 561730 Maintenance of plants and shrubs in buildings
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- NAICS Code - 561730 Weed control and fertilizing services (except crop)

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

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw



**CHRISTY  
WEBBER  
LANDSCAPES**

2900 W Ferdinand, Chicago, Illinois 60612

p: 773.533.0477 f: 773.533.0771

[christywebber.com](http://christywebber.com)

Christy Webber & Company is a full service landscaping business from design to installation and finally, maintenance. We have a full design group that includes a landscape architect and large and small project designers. They have worked on a variety of projects which include Millennium Park, O'Hare Airport, Midway Airport, Soldier Field, Chicago Ave. Pumping Station (Water Tower), Navy Pier, City of Chicago Greenstreets Program and many downtown residential buildings.

Our construction department is lead by our Vice-President of Construction and Procurement and includes two Estimators, experienced Project Managers, Field Supervisors, Carpenters, Foremen and crews. They have worked on projects as varied as the construction of Millennium Park, the Modern Wing on the Art Institute, the Roosevelt Collection, the Salvation Army/Kroc Community Center and the Back of the Yards High School.

Our Maintenance/Enhancement department works with residential, commercial and municipal clients. The Vice President of Maintenance oversees a group of Senior Account Managers, Account Managers and Administrative staff. The Vice President of Operations coordinates the work of the Field Supervisors, Foremen, Gardeners and crews. The maintenance crews provide the services needed to keep our client's landscaping in the best shape possible through daily, weekly or quarterly visits. These services include turf care, turf renovation, bed care, shrub, evergreen and tree care, fertilization, herbicides, mulching, pruning, watering and any additional services requested by the client. Monitoring irrigation services and small repairs are provided by our staff, but large scale services are subcontracted to one of our long term irrigation specialists. Large tree work is also subcontracted to a tree specialist company. The enhancement crews provide the installation and upkeep of floral displays. This can range from small planters and urns to large floral installations of thousands of plants or bulbs (Chicago Pumping Station). These crews also maintain the installations and our gardeners are available to assist with special request and needs. Some of our maintenance and enhancement clients are The Carlyle, 1212 N. Lakeshore Dr., 500 N. Lakeshore Dr., 625 N. Michigan Ave., Lakeshore

East, Federal Reserve Bank, Millennium Park, Grant Park, Museum Campus, Soldier Field, Chicago Ave. Pumping Station, City of Chicago Floral Program and the GSA Federal Buildings.

In the winter, Christy Webber & Company provides snow and ice removal services for municipal accounts, commercial accounts, Condo Associations, Home Owner's Associations and some residential clients. Some of our larger accounts are the CTA, Millennium Park, Soldier Field, LakeShore East, Trump Tower, 31 Walgreens, 19 Senior Suites and 18 Sterling Bay communities.

Christy Webber & Company has 400 employees during the green season who cover projects throughout Chicago, Oak Park, Evanston and other suburbs. We also have regional jobs in MI, WI and MN that we contract to subcontractors in the area for both landscaping and snow removal.

Christy Webber & Company

2900 W. Ferdinand St.

Chicago, IL 60612

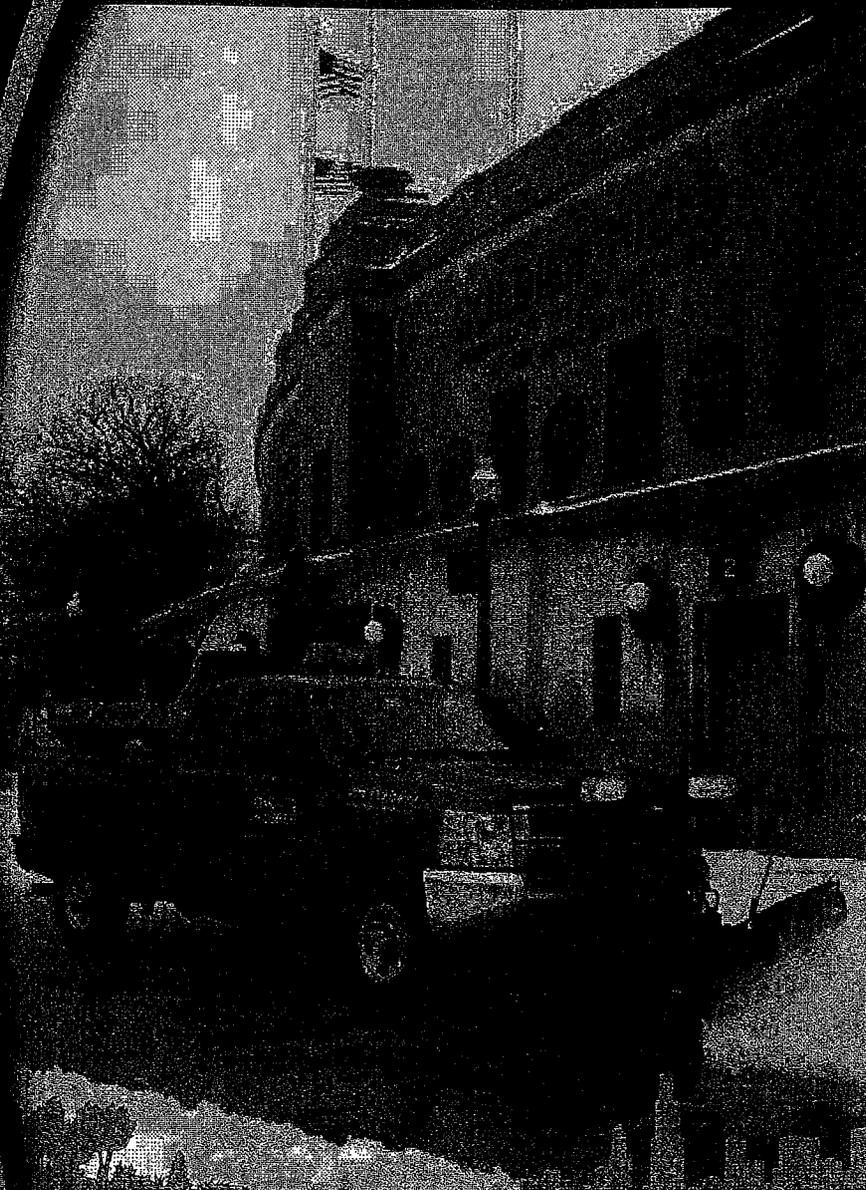
773-533-0477 – phone

773-533-0771 - fax

[info@christywebber.com](mailto:info@christywebber.com)

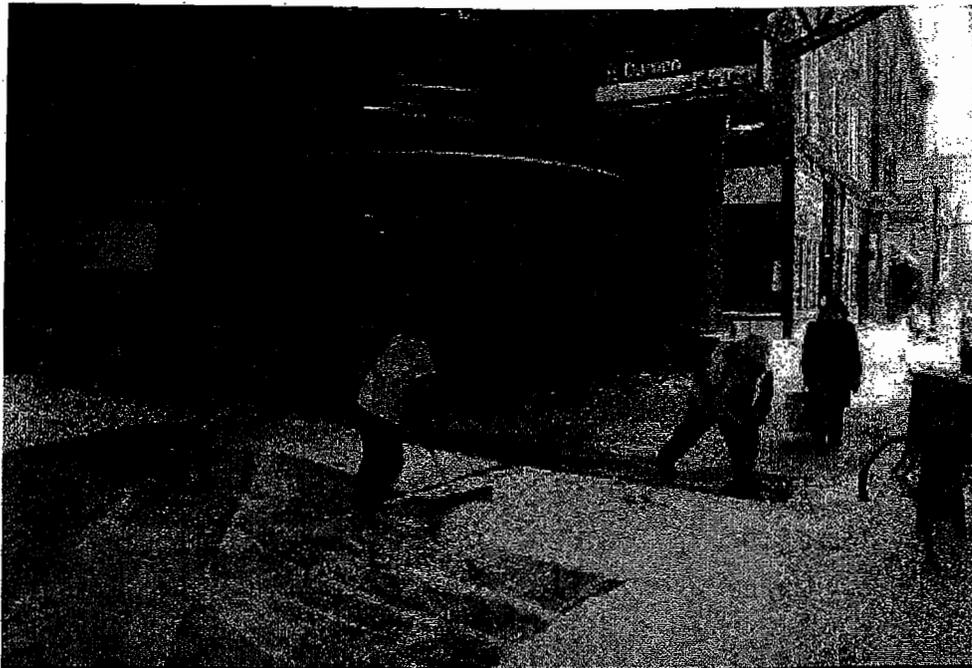
[www.christywebber.com](http://www.christywebber.com)

*"We plow through the storm."*



Snow Removal

CHRISTY  
**WEBBER**  
LANDSCAPES



**CHRISTY WEBBER LANDSCAPES** specializes in fully customized snow removal programs designed to meet your specific needs. Whether the site is large or small, we have the equipment and skilled professionals to get the job done.

---

Several key features distinguish our service:

- Proactive approach: Our crews are dispatched in real-time-GPS equipped trucks to ensure the most efficient and effective routing
- Weather monitoring: We employ a private weather service, giving us access to the most detailed, up-to-the-minute information on current conditions and forecasts
- A fleet of on-site equipment: Equipment selection is tailored to each job site
- Skilled, knowledgeable staff: Our team consists of trained, experienced snow removal professionals

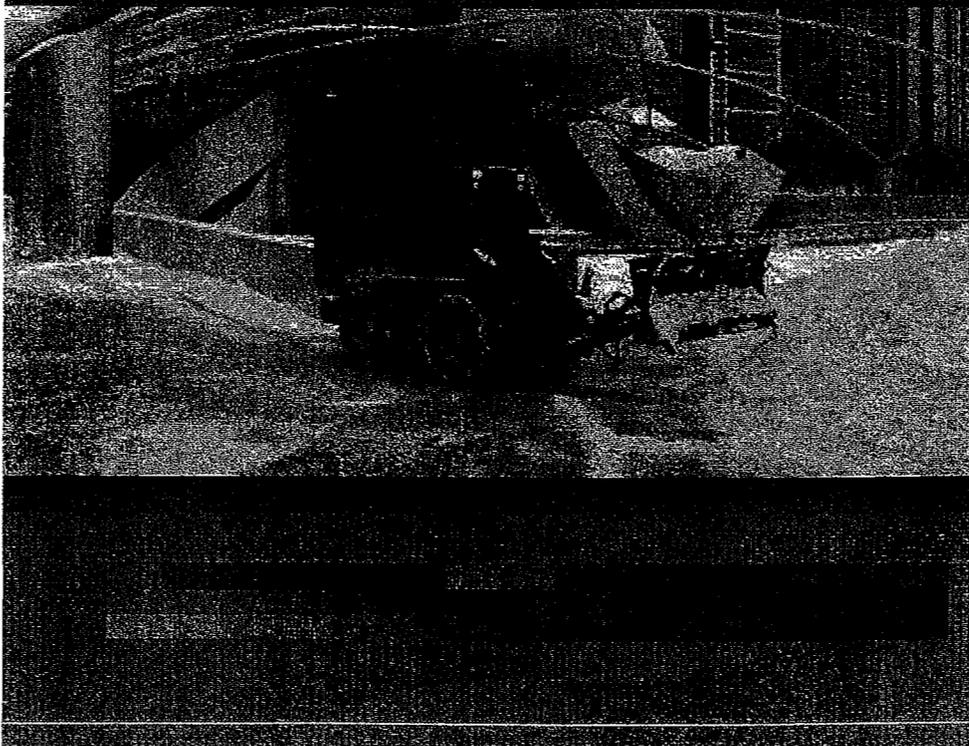


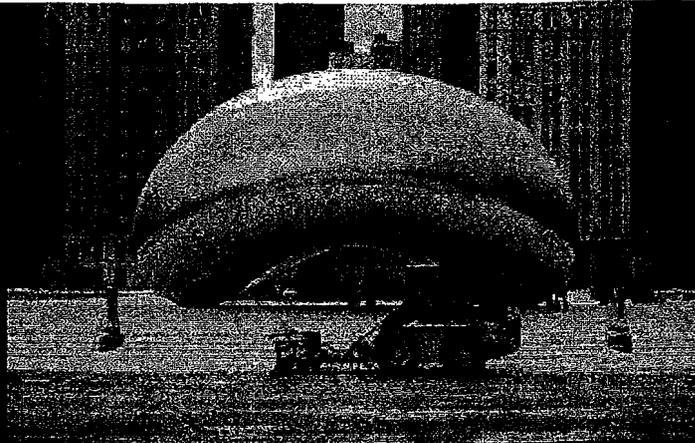
## Equipment

We have a fleet of over 70 trucks, more than 20 skid steers and an array of other equipment. This versatility allows us to consistently provide the responsive service you need when snow strikes.

Our fleet includes:

- Large front end loaders with buckets and snow pushers
- Skid steers with buckets, plows and snow pushers
- Dump trucks with plows and salters
- Pick-up trucks with plows and salters
- Semi trucks for relocation
- ATVs with plows
- Snow blowers
- Manual equipment including:
  - ice breakers, snow shovels and hand pushers





*Creating a better quality of life  
for our clients, employees and community  
through the enhancement of outdoor spaces.*

In 1988, Christy Webber bought an old pickup truck and some lawn mowing equipment and began cutting grass around Chicago's Wicker Park neighborhood. She went on to become the first woman in the state of Illinois to receive the Certified Landscape Technician professional designation.

In the years since, Christy Webber Landscapes has grown into one of the most well respected landscape contractor firms in Chicago, with over 250 employees maintaining some of the city's great landmarks, such as Millennium Park and O'Hare and Midway airports. Throughout all this growth, one constant has been the company's emphasis on training and professionalism.

In 2006, Christy Webber Landscapes opened an office in Blue Island to meet the demand for reliable snow removal services and high-quality, professional landscaping services on the south side and in the southern suburbs. The Blue Island location offers snow removal and landscaping services tailored to the needs of south side clients, while providing the same signature customer service that has become Christy Webber Landscapes' trademark.



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Christy Webber & Company, DBA Christy Webber Landscapes  
Address: 2900 W. Ferdinand  
City/State: Chicago, IL Zip 60612  
Phone: (773) 533-0477 Fax: (773) 533-0771  
Email: Jennifer Crump (jennifer.crump@christywebber.com)

Certifying Agency: City of Chicago  
Certification Expiration Date: 2/15/2014  
FEIN #: 36-4004972  
Contact Person: Jennifer Crump  
Contract #: 97-43-1066

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Services - 1330 S. 54th Ave, Cicero IL 60804

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

76.0453%

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

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

Signature (MWBE) [Signature]  
Print Name Christy Webber  
Firm Name Christy Webber & Co  
Date 1-24-14

Signature (Prime Bidder/Proposer) [Signature]  
Print Name Johnnie Miles  
Firm Name 69 West Washington Management Co., L.L.C.  
Date \_\_\_\_\_

Subscribed and sworn before me

this 24<sup>th</sup> day of Jan., 20 14.

Notary Public [Signature]

SEAL



Subscribed and sworn before me

this 24<sup>th</sup> day of JAN, 20 14.

Notary Public [Signature]

SEAL



EDS-2

5.10.12



Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Christy Webber & Company  
 Address 2900 W. Ferdinand  
 City Chicago  
 County Cook  
 State IL Zip 60612  
 Phone 773-533-0477 Email kelly@christywebber.com

I Christy Webber, Contract # 1388-13091  
 (Print Name)  
President  
 (Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as;  
 Black  Hispanic  Asian  Woman  DBE  
 and, the Personal Net Worth of the qualifying (51%) individual(s) does  does not   
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
 the owner's primary residence. An individual's personal net worth includes only his or her own share  
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that Christy Webber & Company  
 (Name of Company)  
 meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I Christy Webber  
 (Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature [Signature]  
 Title President Date 1/24/14

Subscribed and sworn to before me this 24<sup>th</sup> day of Jan. 2014  
 (Month) (Year)

Margaret M Isaacson Notary's Seal  
 (Notary's Signature)

My Commission Expires 10/31/16





DEPARTMENT OF PROCUREMENT SERVICES

FEB 27 2013

CITY OF CHICAGO

Christy Webber  
Christy Webber & Company  
2900 W Ferdinand St.  
Chicago, IL 60612

**Annual Certificate Expires: February 15, 2014**

Dear Ms. Webber:

We are pleased to inform you that Christy Webber & Company has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until February 15, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by February 15, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by December 15, 2013**.

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

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FEB 27 2013

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Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw



2900 W Ferdinand, Chicago, Illinois 60612

p: 773.533.0477 f: 773.533.0771

[christywebber.com](http://christywebber.com)

Christy Webber & Company is a full service landscaping business from design to installation and finally, maintenance. We have a full design group that includes a landscape architect and large and small project designers. They have worked on a variety of projects which include Millennium Park, O'Hare Airport, Midway Airport, Soldier Field, Chicago Ave. Pumping Station (Water Tower), Navy Pier, City of Chicago Greenstreets Program and many downtown residential buildings.

Our construction department is lead by our Vice-President of Construction and Procurement and includes two Estimators, experienced Project Managers, Field Supervisors, Carpenters, Foremen and crews. They have worked on projects as varied as the construction of Millennium Park, the Modern Wing on the Art Institute, the Roosevelt Collection, the Salvation Army/Kroc Community Center and the Back of the Yards High School.

Our Maintenance/Enhancement department works with residential, commercial and municipal clients. The Vice President of Maintenance oversees a group of Senior Account Managers, Account Managers and Administrative staff. The Vice President of Operations coordinates the work of the Field Supervisors, Foremen, Gardeners and crews. The maintenance crews provide the services needed to keep our client's landscaping in the best shape possible through daily, weekly or quarterly visits. These services include turf care, turf renovation, bed care, shrub, evergreen and tree care, fertilization, herbicides, mulching, pruning, watering and any additional services requested by the client. Monitoring irrigation services and small repairs are provided by our staff, but large scale services are subcontracted to one of our long term irrigation specialists. Large tree work is also subcontracted to a tree specialist company. The enhancement crews provide the installation and upkeep of floral displays. This can range from small planters and urns to large floral installations of thousands of plants or bulbs (Chicago Pumping Station). These crews also maintain the installations and our gardeners are available to assist with special request and needs. Some of our maintenance and enhancement clients are The Carlyle, 1212 N. Lakeshore Dr., 500 N. Lakeshore Dr., 625 N. Michigan Ave., Lakeshore

East, Federal Reserve Bank, Millennium Park, Grant Park, Museum Campus, Soldier Field, Chicago Ave. Pumping Station, City of Chicago Floral Program and the GSA Federal Buildings.

In the winter, Christy Webber & Company provides snow and ice removal services for municipal accounts, commercial accounts, Condo Associations, Home Owner's Associations and some residential clients. Some of our larger accounts are the CTA, Millennium Park, Soldier Field, LakeShore East, Trump Tower, 31 Walgreens, 19 Senior Suites and 18 Sterling Bay communities.

Christy Webber & Company has 400 employees during the green season who cover projects throughout Chicago, Oak Park, Evanston and other suburbs. We also have regional jobs in MI, WI and MN that we contract to subcontractors in the area for both landscaping and snow removal.

Christy Webber & Company

2900 W. Ferdinand St.

Chicago, IL 60612

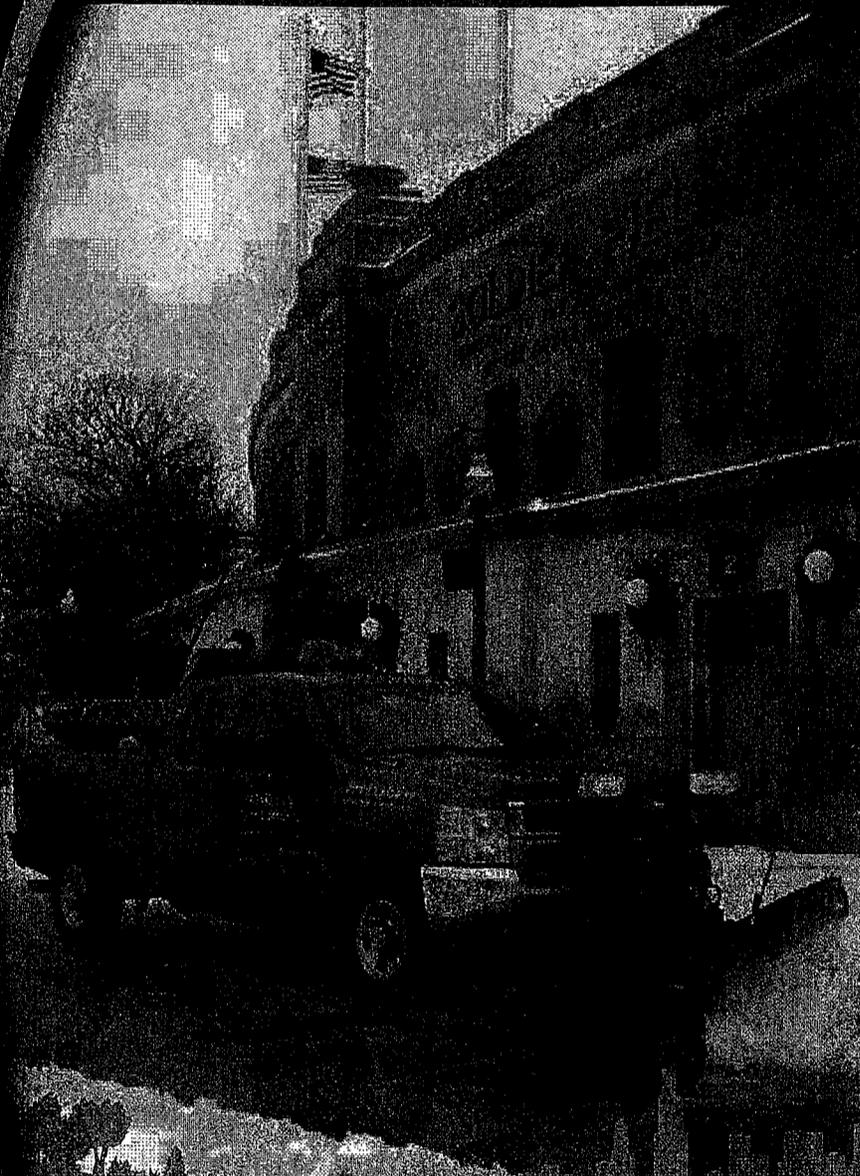
773-533-0477 – phone

773-533-0771 - fax

[info@christywebber.com](mailto:info@christywebber.com)

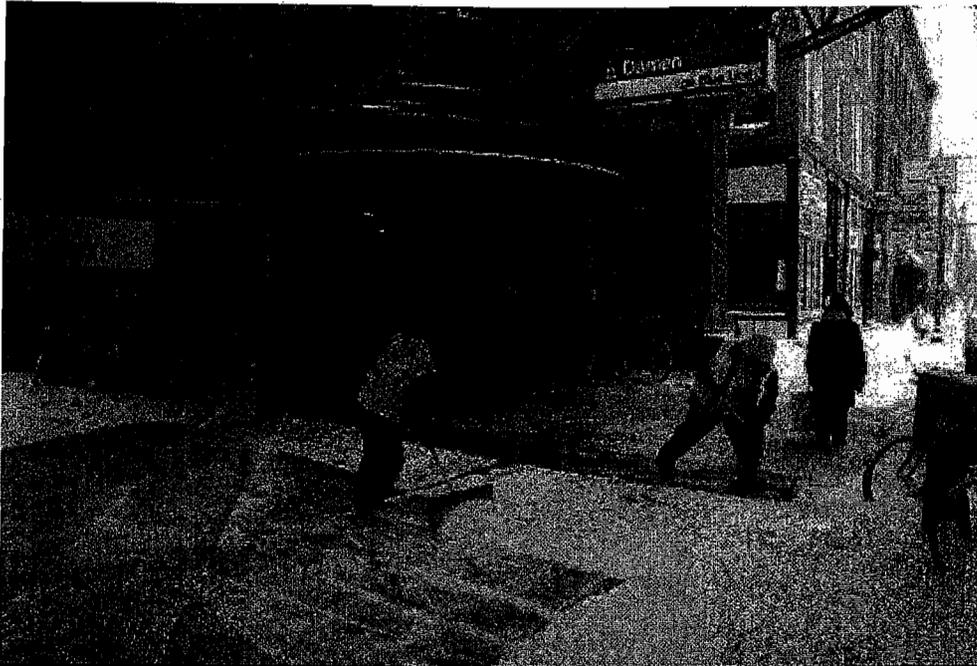
[www.christywebber.com](http://www.christywebber.com)

*"We plow through the storm."*



Snow Removal

**CHRISTY**  
**WEBBER**  
LANDSCAPES



**CHRISTY WEBBER LANDSCAPES** specializes in fully customized snow removal programs designed to meet your specific needs. Whether the site is large or small, we have the equipment and skilled professionals to get the job done.

---

Several key features distinguish our service:

- Proactive approach: Our crews are dispatched in real-time-GPS equipped trucks to ensure the most efficient and effective routing
- Weather monitoring: We employ a private weather service, giving us access to the most detailed, up-to-the-minute information on current conditions and forecasts
- A fleet of on-site equipment: Equipment selection is tailored to each job site
- Skilled, knowledgeable staff: Our team consists of trained, experienced snow removal professionals



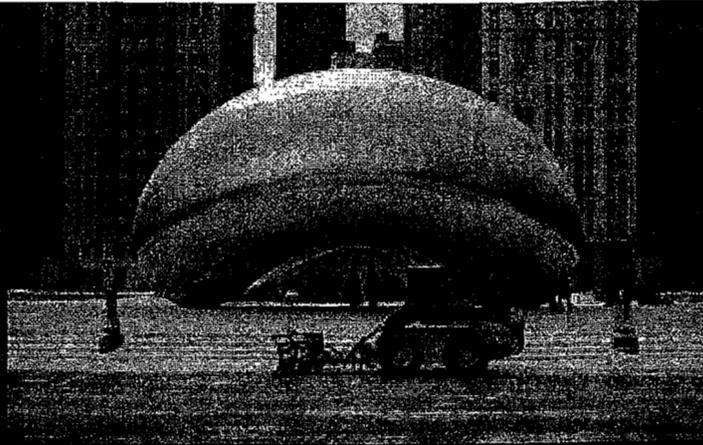
## Equipment

We have a fleet of over 70 trucks, more than 20 skid steers and an array of other equipment. This versatility allows us to consistently provide the responsive service you need when snow strikes.

Our fleet includes:

- Large front end loaders with buckets and snow pushers
- Skid steers with buckets, plows and snow pushers
- Dump trucks with plows and salters
- Pick-up trucks with plows and salters
- Semi trucks for relocation
- ATVs with plows
- Snow blowers
- Manual equipment including:  
ice breakers, snow shovels and hand pushers





*Creating a better quality of life  
for our clients, employees and community  
through the enhancement of outdoor spaces.*

In 1988, Christy Webber bought an old pickup truck and some lawn mowing equipment and began cutting grass around Chicago's Wicker Park neighborhood. She went on to become the first woman in the state of Illinois to receive the Certified Landscape Technician professional designation.

In the years since, Christy Webber Landscapes has grown into one of the most well respected landscape contractor firms in Chicago, with over 250 employees maintaining some of the city's great landmarks, such as Millennium Park and O'Hare and Midway airports. Throughout all this growth, one constant has been the company's emphasis on training and professionalism.

In 2006, Christy Webber Landscapes opened an office in Blue Island to meet the demand for reliable snow removal services and high-quality, professional landscaping services on the south side and in the southern suburbs. The Blue Island location offers snow removal and landscaping services tailored to the needs of south side clients, while providing the same signature customer service that has become Christy Webber Landscapes' trademark.

 **WEBBER** 

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Nassaw/Douglass & Associates, Ltd. d/b/a McFarlane/Douglass

Certifying Agency: City of Chicago

Address: 143 Tower Drive

Certification Expiration Date: 9/1/16

City/State: Burr Ridge, IL Zip: (630) 325-2399

FEIN #: 36-3329990

Phone: (630) 325-5335 Fax: (630) 325-2399

Contact Person: Lauri Hauri

Email: lhauri@mcfarlanedouglass.com

Contract #: 97-43-1066

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Services - 1330 S. 54th Ave, Cicero IL 60804

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

9.3790 %

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

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

Lauri Hauri  
Signature (M/WBE)

Johnnie Miles  
Signature (Prime Bidder/Proposer)

Lauri Hauri  
Print Name

Johnnie Miles  
Print Name

McFarlane/Douglass LLC  
Firm Name

69 West Washington Management Co., L.L.C.  
Firm Name

09/24/13  
Date

10/18/13  
Date

Subscribed and sworn before me

this 25 day of September, 2013

Notary Public Lucina Carrillo

Subscribed and sworn before me

this 18 day of OCT, 2013

Notary Public Sheni Munoz



SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name McFarlane Douglas EC  
 Address 172 Tower Drive  
 City Burn Ridge  
 County \_\_\_\_\_  
 State IL Zip 60527  
 Phone 6303255335 Email \_\_\_\_\_

I Laura Haeri Contract # \_\_\_\_\_  
 (Print Name)  
Admin  
 (Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as;  
 Black  Hispanic  Asian  Woman  DBE  
 and, the Personal Net Worth of the qualifying (51%) individual(s) does  does not   
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
 the owner's primary residence. An individual's personal net worth includes only his or her own share  
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that McFarlane Douglas EC  
 (Name of Company)  
 meets the U. S. Small Business Administration Table of Small Business Size Standards.

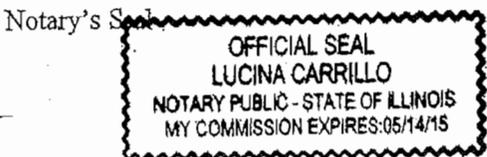
Upon penalty of perjury, I Laura Haeri  
 (Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Laura Haeri  
 Title Admin Date 09/24/13

Subscribed and sworn to before me this 29 day of September, 2013  
 (Month) (Year)

Lucina Carrillo  
 (Notary's Signature)  
 My Commission Expires 05/14/15





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

DEC 11 2013

Mr. Douglas Giebel  
Nasaw/Douglass & Associates Ltd. dba McFarlane Douglass & Co.  
143 Tower Drive  
Burr Ridge, IL 60527-5779

Dear Mr. Giebel:

We are pleased to inform you that **Nasaw/Douglass & Associates Ltd., dba McFarlane Douglass & Co.**, has been recertified as a **Minority Business Enterprise** by the City of Chicago ("City"). This **MBE** certification is valid until **9/1/2016**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **9/1/2014 and 9/1/2015**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **9/1/2016**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **7/1/2016**.

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

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

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

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

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

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

**NAICS Code(s):**

- 541410 – Decorating Consulting Services, Interior**
- 561730 – Landscape Contractors (except construction)**
- 561730 – Landscape Installation Services**

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

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

Sincerely,



Jamie L. Rhee *CR3*  
Chief Procurement Officer

JLR/cm



143 Tower Drive, Burr Ridge, IL 60527  
800-338-2990  
630-515-2399 Fax

[www.mcfarlanedouglass.com](http://www.mcfarlanedouglass.com)  
[info@mcfarlanedouglass.com](mailto:info@mcfarlanedouglass.com)

## Company Information

- **Full name and address:**  
McFarlane Douglass & Co  
143 Tower Drive  
Burr Ridge, IL 60527
- **Number of branches:** Only one site in Burr Ridge, IL, McFarlane Douglass does not have any affiliates and/or subsidiaries.
- **SBA category:** NAICS CODE 561730
- **Dunn's Number:** 61-557-1627
- **Federal Tax ID:** 36-3329990
- **Minority Status:** Certified as Minority Business by City of Chicago
- **Annual Sales:** Approx \$7,000,000
- McFarlane Douglass is a privately held company.
- 70 full-time employees and 3 part-time employees.
- Services include plant rental, maintenance and purchase, decorative container sales, fresh cut flowers, holiday decorations, special events, banquets, silk plants and flower arrangements, seasonal displays, exterior gardening, exterior tree illuminations.
- McFarlane Douglass has been in business since 1983.
- There have been no acquisitions in which McFarlane Douglass has been involved in the past two years.
- There are no lawsuits or legal actions



# MCFARLANE DOUGLASS & COMPANIES

## OVERVIEW

McFarlane Douglass is a full service, design-oriented, comprehensive interior landscape company. We pride ourselves in offering consistent quality as well as competitive pricing.

Our main warehouse (60,000 sq.ft.) is located at 143 Tower Drive in Burr Ridge, Illinois. We serve City of Chicago and surrounding counties in a 75 mile radius.

We have currently around 70 employees working full time with an additional 50 seasonal and part-time workers.

McFarlane Douglass & Co. is certified by the City of Chicago as a Disadvantaged Business Enterprise (DBE) and as a Minority Business Enterprise (MBE) and by the Illinois Department of Central Management Services as a Minority Business Enterprise (MBE). McFarlane Douglass is a member of the Chicago Minority Business Development Council, Inc. as well.

## Company History

McFarlane Douglass & Companies was founded in 1983 by Douglas Giebel and created to fill a niche in the Interior Landscape business offering personalized service, unique designs and high quality materials and service.

From its humble beginnings in the basement of the Giebel's family home, the company grew exponentially to what it is today, the 7<sup>th</sup> ranked interior landscape business in the United States (Source: Interiorscape Magazine, 2006).

We owe this major achievement to the loyalty of our customers who have honored us with their business throughout the years, and to our solid team of qualified technicians who day after day represent the Company with care and efficiency.

McFarlane Douglass takes pride in its accomplishments and it is our goal to serve our customers with the respect and dedication that they deserve.



**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

MWBE Firm: Qu-Bar Inc., DBA Niranjani S Choksi  
Address: 4149 W. 166th Street  
City/State: Oak Forest, IL Zip 60452  
Phone: (708) 339-8360 Fax: (708) 339-8368  
Email: nickschoksi@qubarinc.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 11/1/13 9/24/14  
FEIN #: 36-3776155  
Contact Person: Nick Choksi  
Contract #: 97-43-1066

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Services - 1330 S. 54th Ave, Cicero IL 60804

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

13.4756 %

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

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

Niranjani S. Choksi  
Signature (MWBE)

Niranjani S. Choksi

Print Name

QU-BAR, Inc.

Firm Name

10/25/13

Date

Johnnie Miles  
Signature (Prime Bidder/Proposer)

Johnnie Miles

Print Name

69 West Washington Management Co., L.L.C.

Firm Name

10/25/13

Date

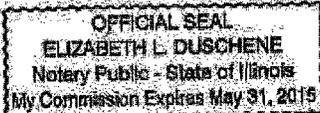
Subscribed and sworn before me

this 25 day of October, 20 13

Notary Public

Elizabeth L. Duschene

SEAL



Subscribed and sworn before me

this 25 day of OCT, 20 13

Notary Public

SEAL





Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name QU-BAR, Inc.

Address 4149 W. 166th Street

City Oak Forest

County Cook

State Illinois Zip 60452

Phone 708-339-8360 Email nickschoksi@qubarinc.com

I Niranjan S. Choksi, Contract # \_\_\_\_\_  
(Print Name)

President  
(Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as;  
 Black  Hispanic  Asian  Woman  DBE  
 and, the Personal Net Worth of the qualifying (51%) individual(s) does  does not   
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
 the owner's primary residence. An individual's personal net worth includes only his or her own share  
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that QU-BAR, Inc.  
(Name of Company)

meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I Niranjan S. Choksi  
(Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Niranjan S. Choksi  
 Title President Date 10/25/13

Subscribed and sworn to before me this 25th day of October / 2013  
(Month) (Year)

Elizabeth L. Duschene  
(Notary's Signature)

Notary's Seal  
 OFFICIAL SEAL  
 ELIZABETH L. DUSCHENE  
 Notary Public - State of Illinois  
 My Commission Expires May 31, 2015

My Commission Expires May 31, 2015



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

September 24, 2013

Mr. Niranjan S. Choksi, President

Qu-Bar, Inc.

4149 West 166<sup>th</sup> Street

Oak Forest, IL 60452

Annual Certification Expires: September 24, 2014

Dear Mr. Choksi,

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise (MBE) by Cook County Government. This certification is valid until September 24, 2014.

As a condition of continued Certification, you must file an annual Re-Certification Application within sixty (60) business days prior to the date of the annual expiration. Failure to file this affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such change.

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

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

Construction: HVAC; Piping; Insulation and Temperature Control Work

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

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

Sincerely,

Jacqueline Gomez

Contract Compliance Director

JG/pgb

TONI PRECKWINKLE

PRESIDENT

Cook County Board  
of Commissioners

EARLEAN COLLINS

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

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JESUS G. GARCIA

7th District

EDWIN REYES

8th District

PETER N. SILVESTRI

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10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DODDY GORMAN

17th District



Qu-Bar, inc. is a family owned and operated company, specializing in sales and installation of Commercial HVAC and Refrigeration Equipment for more than 15 years.

Qu-Bar, Inc. is a sheet metal HVAC contractor & manufacturer. We manufacturer all duct work systems and we do all installations. Material used galvanized sheet metal, stainless steel, PVC coated metal, black iron, and aluminum.

New installation, additions and renovating existing HVAC system is our specialty. Qu-Bar, Inc. provides the properly sized equipment and duct work. We have many years of experience working with builders and architects providing HVAC systems that work.

**WE DELIVER AND INSTALL THE RIGHT EQUIPMENT RIGHT ON TIME, WE ARE LICENSED, INSURED AND BONDED**

Qu-Bar, Inc. has the manpower, equipment and organizational skills needed to handle both simple and complex installations and services. The depth of our experience and expertise makes it possible for us to anticipate your needs, avoid problems and assure an efficient, trouble-free installation. Our mission at Qu-Bar, Inc. is to provide top quality services and installations of HVAC & Refrigeration Systems. Our goals include maintaining a standard of excellence that has our customers wanting us to be their first choice for our services. We desire to leave our customers wanting to recommend our services to their peers.

Qu-Bar, Inc  
4149 W. 166th Street,  
Oak Forest, IL 60452

Phone: (708) 339-8360

Fax: (708) 339-8368

[info@gubarinc.com](mailto:info@gubarinc.com)

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: U.S. Fire & Equipment Co.  
Address: 6542 N. Milwaukee Ave.  
City/State: Chicago, IL Zip 60631  
Phone: (773) 763-4422 Fax: (773) 775-6717  
Email: ptucker@usfsc.com

Certifying Agency: County of Cook  
Certification Expiration Date: 1/14/14  
FEIN #: 36-2889939  
Contact Person: Phyllis Tucker  
Contract #: 97-43-1066

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:  
Services - 1330 S. 54th Ave, Cicero IL 60804

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

6.1410 %

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

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

*Jeanette A. Hughes*  
Signature (MWBE)

Jeanette A. Hughes  
Print Name

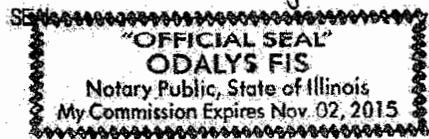
U.S. Fire & Safety Equipment Co.  
Firm Name

10-23-13  
Date

Subscribed and sworn before me

this 23 day of OCT, 2013

Notary Public *[Signature]*



*Johannie Miles*  
Signature (Prime Bidder/Proposer)

Johannie Miles  
Print Name

69 West Washington Management Co., L.L.C.  
Firm Name

10/23/13  
Date

Subscribed and sworn before me

this 23 day of OCT, 2013

Notary Public *[Signature]*  
SEAL



Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name U.S. Fire & Safety Equipment Co.  
Address 6542 N. Milwaukee Ave  
City Chicago  
County Cook Zip 60631  
State IL  
Phone 773-763-4422 Email ptucker@usfseo.com

I Jeanette A. Hughes, Contract # 178567 / Ven#92782  
(Print Name)  
President / Owner  
(Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as:  
 Black  Hispanic  Asian  Woman  DBE  
and, the Personal Net Worth of the qualifying (51%) individual(s) does  does not   
exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
the owner's primary residence. An individual's personal net worth includes only his or her own share  
of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that U.S. Fire & Safety Equipment Co  
(Name of Company)  
meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I Jeanette A. Hughes  
(Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Jeanette A. Hughes

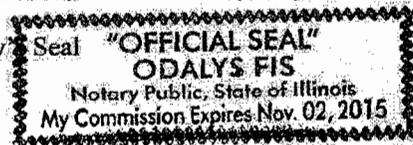
Title President / Owner

Date 10-22-13

Subscribed and sworn to before me this 23 day of OCT / 2013  
(Month) (Year)

[Signature]  
(Notary's Signature)

Notary Seal



My Commission Expires NOV 02 2015

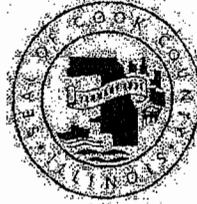
THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT

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Robert Sloop  
Jenny Butler  
Wendell Beavers  
Deborah Sims  
Joseph Alonzo  
Joseph Garcia  
Erwin Hayes  
Peter N. Stewart

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2nd Dist  
3rd Dist  
4th Dist  
5th Dist  
6th Dist  
7th Dist  
8th Dist  
9th Dist

Bridget Galvin  
John P. Daley  
John A. Ramirez  
Carmine Durkin  
Greg Cook  
Timothy O. Schneider  
Jeremy R. Tobolski  
Elizabeth Ann O'Dwyer Gorman

10th Dist  
11th Dist  
12th Dist  
13th Dist  
14th Dist  
15th Dist  
16th Dist  
17th Dist



COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF CONTRACT COMPLIANCE

County Building  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1384  
TEL: (312) 603-5602

January 14, 2013

Ms. Jeanette Hughes, President  
U.S. Fire & Safety Equipment Co.  
6542 N. Milwaukee  
Chicago, IL 60631

Annual Certification Expires: January 14, 2014

Dear Ms. Hughes:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This annual WBE Certification is valid until January 14, 2014.

As a condition of continued Certification during the three (3) year term, you must file a "No Change Affidavit" within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control, or any other matters or facts affecting your firm's eligibility for Certification.

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

**Regular Dealer: Fire & Safety Equipment and Maintenance**

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

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

Sincerely,

Paulette Brooks  
Interim Contract Compliance Director  
PB/ek

# U.S. FIRE & SAFETY EQUIPMENT COMPANY

"Providing Solutions In Fire Protection"

To whom it may concern;

January 15, 2014

We have been waiting call back from Cook County regarding our Woman Owned Certificate. We have contacted them in December and January, we were told they are behind and will be contacting us back soon. We will notify you as soon as we hear back from them.

Thank you,

Phyllis Tucker

Administrator

U.S. Fire & Safety Equipment Co.

6542 N. Milwaukee Ave.

Chicago, IL 60631

773-763-4422

ptucker@usfsc.com

SINCE 1978

EQUIPMENT CO.

U.S. Fire & Safety Equipment Company • 6542 N. Milwaukee Ave. Chicago, IL 60631

Phone: (773) 763-4422 • Fax: (773) 775-6717 • [www.usfsc.com](http://www.usfsc.com)

Over 35 Years of Servicing

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One of the Largest Cities  
in the  
World

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Best Possible Service  
for the  
Most Economical Price

  
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PLEASE  
PLACE  
STAMP  
HERE

FIRE & SAFETY



6542 N. Milwaukee Ave.  
Chicago, Illinois 60631

773-763-4422



FIRE & SAFETY

Providing Solutions In Fire Protection



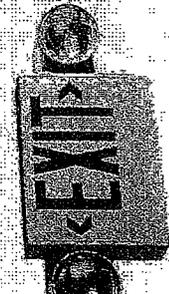
## Fire Extinguishers

Fully charged and properly maintained fire extinguishers can help minimize damage to your business and injuries to your employees and customers.

Our Monthly Fire Extinguisher Inspections and Annual Maintenance keep you notified, and our Repeat Route Computers (documenting each check) can help you in compliance.

**With U.S. Fire & Safety's Fire Extinguisher Service you can be confident that your equipment is properly maintained.**

## Emergency Lights & Exit Signs



U.S. Fire & Safety will support you with regular inspections, testing and maintenance so that you can be confident that if the right sign or light is needed, you will find your employees and customers safely out of your building.

## Kitchen Fire Suppression Systems

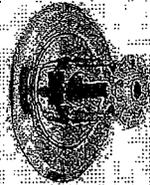
Test detection system and replace fusible link.  
Check and verify piping and nozzle configuration.  
Check and verify nozzle pattern and coverage.  
Perform functional test on manual pull station.  
Validate gas shutoff function.  
Inspect chemical Landpressures cylinders.  
Confirm system manufacturer's specifications and code compliance.



## Fire Sprinkler Systems

Our trained and licensed technicians install, test and maintain your sprinkler system to comply with NFPA standards, as well as Federal, state and local codes specific to your business.

- U.S. Fire & Safety's Service includes:
- Wet and Dry Sprinkler Systems
- Pre-Action Fire Sprinkler Systems
- Deluge Fire Sprinkler Systems
- Four-Water Fire Sprinkler Systems
- Steam Fire Systems
- Fire Pumps
- Private Fire Service Mains (Hydrants)

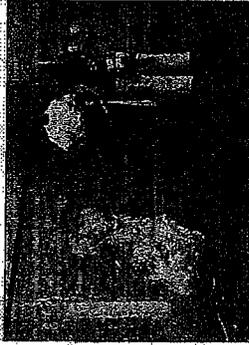


## Fire Extinguisher Training

### PROF. ENABLED, RECOGNIZED TRAINING

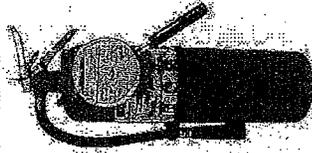
U.S. Fire & Safety's dynamic flame response and sensing system allows the trained team to effectively use a fire extinguisher without the cost and clean up associated with using dry-chemical or CO<sub>2</sub> extinguishers. Non-pollutative, realistic and safe OSHA fire extinguisher training is made easy.

Class A, B or C fires can be detected at four different difficulty levels or utilized as a smart top to create realistic flame patterns to further challenge trainees.



## What's Behind The Tag

- Training
- Quality
- Code Compliance
- Maintenance
- Technology
- Service
- Loss Prevention



## SCBA Training

Every day workers may be exposed to air that is contaminated and may cause respiratory issues. These respiratory issues may present acute or chronic concerns to the workers and employers. In view of this safety, OSHA revised the existing CFR 1910.134 in 1998.



U.S. Fire & Safety equipment Company offers comprehensive training and loss control packages in respiratory protection.



[www.usfsco.com](http://www.usfsco.com)

773-763-4422

6542 N. Milwaukee Ave.  
Chicago, Illinois 60631

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Valdes Enterprises, Inc.  
Address: 2323 Ravine Way  
City/State: Glenview, IL Zip: 60025  
Phone: (847) 657-6000 Fax: (847) 724-7112  
Email: shahir.ahmed@valdessupply.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 9/1/13 3/31/14  
FEIN #: 27-4116029  
Contact Person: Shahir Ahmed  
Contract #: 97-43-1066

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Services - 1330 S. 54th Ave, Cicero IL 60804  
\_\_\_\_\_  
\_\_\_\_\_

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

4.7746 %

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

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

[Signature]  
Signature (MWBE) SHAHIR AHMED  
Print Name Valdes  
Firm Name 9-25-13  
Date

[Signature]  
Signature (Prime Bidder/Proposer) Johannie Miles  
Print Name 69 West Washington Management Co., L.L.C.  
Firm Name 10/18/13  
Date

Subscribed and sworn before me  
this 25 day of Sept 2013  
Notary Public Gideon Berger  
SEAL

Subscribed and sworn before me  
this 18th day of OCT, 2013  
Notary Public [Signature]  
SEAL



EDS-2

5.10.12



Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name Valdes  
Address 2323 Rome Way  
City Glenview IL  
County Cook  
State IL Zip 60025  
Phone (847) 205-6576 Email Shahir.Ahmed@valdesply.com

I SHAHIR AHMED Contract # services 97-43-1066  
(Print Name)  
President  
(Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as:  
 Black  Hispanic  Asian  Woman  DBE  
and, the Personal Net Worth of the qualifying (51%) individual(s) does ~~not~~ does not  (SA)  
exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
the owner's primary residence. An individual's personal net worth includes only his or her own share  
of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that Valdes  
(Name of Company)  
meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I SHAHIR AHMED  
(Print Name)

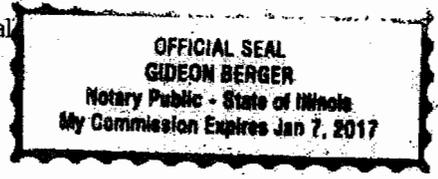
affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature [Signature]  
Title President Date 9-25-13

Subscribed and sworn to before me this 25 day of September, 2013  
(Month) (Year)

[Signature]  
(Notary's Signature) Notary's Seal

My Commission Expires 1-7-2017





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

shahir.ahmed@valdessupply.com

01/08/2014

Shahir Ahmed  
**Valdes Enterprises, Inc.**  
2323 Ravine Way  
Glenview, IL 60025

Dear Mr. Ahmed:

This letter is to inform you that the city of Chicago has extended your status as a **Minority Business Enterprise (MBE) until March 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,

George Coleman  
Deputy Procurement Officer

GC/ha



Valdes was established in 1973 in Palatine, IL as a distributor of quality brand name facility maintenance supplies. Throughout the years we have worked hard to build relationships with customers as well as our vendors. In 2000 we relocated to Glenview, IL and introduced a full line of fleet lubricants from various manufacturers to expand our product offering to our customers. We continue to provide the finest quality products in the market and that coupled with our exceptional service keeps our customers coming back

Valdes carries over 15000 sku's that range from facilities maintenance supplies, to paper products to can liners. In addition to a wide variety MRO items, Valdes a distributor of fleet lubricants, refrigerant's and ice melting products.

Valdes has been around for many years and has done business with many customers. Below is a list of customers we have currently serve or have served in the past.

Amtrak, Union Pacific, Procter and Gamble, US Steel Corp, City of Chicago, Cook County, Chicago Public Schools, NASA, United States Federal Government, State of Illinois CMS, Illinois State Prisons, Various suburban park districts, Various suburban school districts,

## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**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

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---

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**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:  No:

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

20 N. Michigan Ave., Chicago, IL 60602  
69 W. Washington Blvd., Chicago, IL 60602

---

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:  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): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(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:

                    N/A                    

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

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: 69 West Washington Management Company, LLC D/B/A: \_\_\_\_\_ EIN NO.: 36-4165696

Street Address: 20 N. Michigan Ave

City: Chicago State: IL Zip Code: 60602

Phone No.: 312-456-7000

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) Limited Liability Company

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
U.S. Equities Asset Management LLC	20 N. Michigan Ave., Chicago IL 60602	50%
Eastlake Management & Development Corp	2850 S. Michigan Ave., Chicago, IL 60616	50%

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
None		

3. Is the Applicant constructively controlled by another person or Legal Entity?

Yes  No

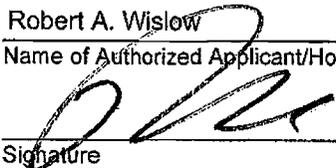
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
See #1 Above		50%	Member
See #1 Above		50%	Member

**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.

Robert A. Wislow Name of Authorized Applicant/Holder Representative (please print or type)	Manager Title
 Signature	06/07/2013 Date
bwislow@usequities.com E-mail address	312-456-7000 Phone Number

Subscribed to and sworn before me this  
10th day of June, 2013  
 x Patricia A. Jung  
 Notary Public Signature



Notary Seal



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 T1/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: John D. Simon Title: SVP  
69 West Washington

Business Entity Name: Management Company LLC Phone: 312-456-7000

Business Entity Address: 20 N. Michigan Ave, Chicago, IL 60602

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

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

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

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

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

John D. Simon  
Owner/Employee's Signature

9-20-13  
Date

Subscribe and sworn before me this 20<sup>th</sup> Day of September, 2013

a Notary Public in and for Cook County

Theresa A. Carrillo  
(Signature)



NOTARY PUBLIC SEAL

My Commission expires 1/10/16

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

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

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: 69 West Washington Management Company, LLC

BUSINESS ADDRESS: 20 N. Michigan Avenue, Suite 400, Chicago, IL 60602

BUSINESS TELEPHONE: 312.456.7000 FAX NUMBER: 312.456.0056

CONTACT PERSON: John D. Simon

FEIN: 36-4165696 \* CORPORATE FILE NUMBER: 00123188

MANAGING MEMBER: Robert A. Wislow MANAGING MEMBER: Elzie Higginbottom

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: John D. Simon

Subscribed and sworn to before me this

21<sup>st</sup> day of January, 2014

x Patricia A. Fung  
Notary Public Signature



Notary Seal

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

\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: \_\_\_\_\_

VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

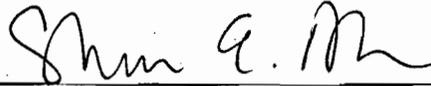
Notary Seal

\* 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 25 DAY OF February, 2014.

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

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

1384-12807

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 119,853.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

NOT REQUIRED  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE  
SECRETARY OF STATE



### LLC FILE DETAIL REPORT

<b>Entity Name</b>	69 WEST WASHINGTON MANAGEMENT COMPANY, L.L.C.	<b>File Number</b>	00123188
<b>Status</b>	ACTIVE	<b>On</b>	05/02/2013
<b>Entity Type</b>	LLC	<b>Type of LLC</b>	Domestic
<b>File Date</b>	06/18/1997	<b>Jurisdiction</b>	IL
<b>Agent Name</b>	MICHAEL BRIM	<b>Agent Change Date</b>	12/27/2011
<b>Agent Street Address</b>	20 N MICHIGAN AVE STE 400	<b>Principal Office</b>	20 N MICHIGAN AVE STE 400 CHICAGO, IL 60602
<b>Agent City</b>	CHICAGO	<b>Management Type</b>	MGR <a href="#">View</a>
<b>Agent Zip</b>	60602	<b>Duration</b>	12/31/2037
<b>Annual Report Filing Date</b>	05/02/2013	<b>For Year</b>	2013
<b>Series Name</b>	NOT AUTHORIZED TO ESTABLISH SERIES		

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[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

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JESSE WHITE  
SECRETARY OF STATE



## LLC MANAGERS

<b>Entity Name</b>	69 WEST WASHINGTON MANAGEMENT COMPANY, L.L.C.	<b>File Number</b>	00123188
--------------------	---	--------------------	----------

<b>Name</b>	<b>Address</b>
EAST LAKE MANAGEMENT & DEVELOPMENT CORP. (D5317-226-1)	2850 S MICHIGAN AVE #100, CHICAGO, IL - 60616
US EQUITIES ASSET MANAGEMENT, LLC (0033-951- 2)	20 N MICHIGAN AVE #400, CHICAGO, IL - 60602

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2013

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).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com FAX 212-948-0770  693805-STD-FINPR-13-14	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Wausau Underwriters Ins Co</td> <td>26042</td> </tr> <tr> <td>INSURER B : Employers Insurance Company Of Wausau</td> <td>21458</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Wausau Underwriters Ins Co	26042	INSURER B : Employers Insurance Company Of Wausau	21458	INSURER C : Liberty Insurance Corporation	42404	INSURER D : Federal Insurance Company	20281	INSURER E :		INSURER F :
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INSURER D : Federal Insurance Company	20281														
INSURER E :															
INSURER F :															
<b>INSURED</b> U.S. EQUITIES REALTY PARTNERS, LLC ATTN: JOHN D. SIMON 20 N. MICHIGAN AVENUE, SUITE 400 CHICAGO, IL 60602															

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-004165123-34                      **REVISION NUMBER: 5**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TBJ-Z91-458728-043	02/28/2013	02/28/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ASC-Z91-458728-033	02/28/2013	02/28/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-458728-053	02/28/2013	02/28/2014	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCJ-Z91-458728-023	02/28/2013	02/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	PROFESSIONAL EPLI			8208-0382	02/28/2013	02/28/2014	SIR: \$100,000	5,000,000
							DEDUCTIBLE \$15,000	2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 RE: 69 WEST WASHINGTON, CHICAGO, IL  
 69 WEST WASHINGTON MANAGEMENT, LLC; THE COUNTY OF COOK, ILLINOIS, ITS COMMISSIONERS, AGENTS, OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY.

<b>CERTIFICATE HOLDER</b>  THE COUNTY OF COOK, ILLINOIS THE EMPLOYEES OF COOK COUNTY C/O 69 WEST WASHINGTON MANAGEMENT CO. 69 WEST WASHINGTON, SUITE 1430 CHICAGO, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA INC.		NAMED INSURED U.S. EQUITIES REALTY PARTNERS, LLC ATTN: JOHN D. SIMON 20 N. MICHIGAN AVENUE, SUITE 400 CHICAGO, IL 60602	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability  
 Policy Covers  
 \$500 COMP/COLL DED. : Y

Other  
 Policy Covers  
 CRIME

Policy Details  
 Insr Ltr: D (Federal Insurance Company)  
 Policy Number: 8208-0382  
 Eff. Dt. 02/28/2013 Exp. Dt. 02/28/2014

Limits  
 DEDUCTIBLE \$10,000 : 2,000,000