

Vendor No.: _____

Purchase Order No.: _____

SPECIFICATION NO.: 86452

RFQ NO.: 3439

Sale and Removal of Tree Material

CONTRACT PERIOD: THIRTY SIX (36) MONTHS FROM THE DATE OF CONTRACT AWARD AND RELEASE

STARTING: _____

THROUGH: _____

REQUIRED FOR USE BY CITY OF CHICAGO



Streets and Sanitation

Fund Number: 010-0100-081-4051-0140-0140

Attachments: Lease Agreement, Map and Prevailing Wage

Information: Bernie Harges, Contract Administrator

Phone: (312) 744-1645, **e-mail:** Bernie.Harges@cityofchicago.org

A Pre-Bid Conference will be held on: Wednesday, February 9, 2011 at the Department of Procurement Services, Bid and Bond Room, City Hall, 121 N. La Salle Street, Room 301, at 1:00 P.M., Chicago, Illinois

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE

All signatures to be sworn to before a Notary Public

Bid packages must be completed and returned in its entirety.

Bids must be sealed, delivered and received in the City of Chicago, Department of Procurement Services, Bid and Bond Room, City Hall, 121 N. LaSalle Street, Room 301, Chicago, Illinois 60602, NO LATER than 11:00 a.m., Chicago Time on Friday, March 11, 2011.

Bids will be read publicly.

Issued by:

City of Chicago

Department of Procurement Services

Room 403, City Hall

121 North LaSalle Street

Chicago, Illinois 60602

Bids must be submitted in sealed envelope(s) or packages(s). The outside of the envelope or package must clearly indicate the name of the project, "**Sale and Removal of Tree Material**", the specification number "**86452**" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

Richard M. Daley
Mayor

Jamie L. Rhee
Chief Procurement Officer

LEGAL ADVERTISEMENT NOTICE

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1. DEFINITIONS

Wherever applicable in the Contract Documents, the following terms, or pronouns in place of them, or abbreviations, are used; the interpretation and meaning shall be interpreted as follows:

"Attachments"	means all exhibits attached hereto and/or incorporated by reference herein;
"Business Day"	means business days (Monday through Saturday, excluding Sunday or legal holidays) in accordance with the City of Chicago business calendar;
"Calendar Day"	means calendar days (Sunday through Saturday, excluding legal holidays) in accordance with the world-wide accepted calendar;
"Chief Procurement Officer"	refers to the Chief Executive of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
"Chipper Chips"	means tree debris that has been ground in a chipper by the City
"City"	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
"Commissioner"	refers to the Chief Executive of the Department of Streets and Sanitation, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
"Contact Person"	refers to Contractor's management level personnel who will serve as liaison between the City and the Contractor and be available to respond to any problems that may arise;
"Contract"	means this contract for Sale and Removal of Tree Debris/Tub Chips/Tub Chips, logs and chipper chips, logs and chipper chips including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
"Contractor"	refers to the person, firm, entity or corporation who is awarded this contract;
"Contract Documents"	are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
"Deliverables"	means any documents, reports, information, etc. to be provided by the Contractor to the City;
"Department"	means the Department of Streets and Sanitation, City of Chicago;
"Downloadable Document"	refers to the solicitation requirement(s) that are downloaded from the City of Chicago's website;
"Holidays"	means the following days in accordance with the City of Chicago; New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day;

"Load"	means the amount of a given type of Tree Material that will fit in a 100 yard trailer filled to the top, leveled and tarped;
"Logs"	means anything larger than a 10" diameter and a minimum of 5 feet;
"Proposal"	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
"Reporting Formats"	means the appearance in which a report is submitted by the Contractor to the City;
"Stockpiling"	means holding and storage of tree debris/tub chips, logs and chipper chips from City trucks to City property at various locations;
"Subcontractor"	means any person or entity with whom the Contractor contracts to provide any part of the sale and removal of tree material, including subcontractors of any tier, suppliers and material men whether or not in privity with the Contractor;
"Tree Debris"	means brush, branches and limbs, excluding Logs;
"Tree Emergency"	means weather related emergencies above and beyond regular work day loads. Satellite dump locations for each zone will be in effect during a tree emergency;
"Tree Material"	means all trees and parts of trees collected by the City's Department of Streets and Sanitation from City property in the ordinary course of business and includes Logs, Chipper Chips, Tree Debris, and Tree Debris or Chipper Chips that have been made into Tub Chips."
"Tub Chips"	means Tree Debris or Chipper Chips that have been ground using a tub grinder by Contractor prior to removal by Contractor from the location to which it was delivered by the City."
"Waste"	Waste" as used herein, has the meaning assigned in and by Section 11-4-120 of the Chicago Municipal Code, as it is or may be amended from time to time;
"Wood Chips"	means Chipper Chips, Tub Chips or a combination of the two;

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Commissioner or Chief Procurement Officer are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Commissioner or Chief Procurement Officer. The words necessary, proper, or words of like import as used with respect to extent of Sale and Removal of Tree Materials specified will mean that Sale and Removal of Tree Materials must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Commissioner. The Commissioner's judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

The following attachments are incorporated by reference herein:

- a. Attachment Number One (1): License Agreement
- b. Attachment Number Two (2): Cook County Prevailing Wage
- c. Attachment Number Three (3): Map

2. GENERAL CONDITIONS

Bids will be received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein.

2.1. DOWNLOADABLE DOCUMENTS

Bidder's that download a bid solicitation from the City of Chicago's website: <http://cityofchicago.org/procurement>, instead of obtaining the hard copy paper bid solicitation from the City of Chicago's Bid and Bond Room, the bidder is responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. The City will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid or proposal.

Note: Multiple clarifications and/or addenda may be issued in which the bidder is responsible for obtaining.

If the bid solicitation was downloaded from the City of Chicago's website instead of picking it up in paper from the City of Chicago's Bid and Bond Room, the bidder MUST contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at 312-744-9773 or by faxing a copy of a business card (include e-mail address, Specification No and RFQ No) at 312-744-5611 to register your company as a document holder for this bid solicitation.

Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

2.2. ECONOMIC DISCLOSURE STATEMENT(S), AFFIDAVIT(S) AND APPENDIX A

The bidder shall complete an online EDS prior to the bid due date. If you are unable to complete the online EDS and print a Certificate of Filing for inclusion with the bid submittal, prior to the response due date, the City will accept a paper EDS submitted with bid provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed. A form of paper EDS may be obtained on the City's web site at: http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html

Bidder must abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Bidder agrees that failure by the bidder or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Contract

2.3. EXAMINATION BY BIDDER

The bidder must, before submitting its bid, carefully examine the proposal, plans, specifications, contract documents and bonds. The bidder must inspect in detail the site of the proposed Sale and removal of tree material and familiarize itself with all the local conditions affecting the contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the sale and removal of tree material, or that unanticipated developments may not occur.

2.4. PREPARATION OF PROPOSAL

The bidder must prepare its proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer must be submitted.

If bidder is a sole proprietorship, the sole proprietorship must execute the bid.

A Partnership, Joint Venture or Sole Proprietorship operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805ILCS 405 (1992).

2.5. SUBMISSION OF PROPOSALS

All prospective bidders must submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, and if proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder must carry the following information on the face of the envelope: bidders name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the DEPARTMENT OF PROCUREMENT SERVICES, the bidders will be responsible for their delivery to the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602 before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed and notarized will be rejected.

2.6. WITHDRAWAL OF PROPOSALS

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder will withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor must the successful bidder withdraw or cancel or modify his proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

Where this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of proposals.

2.7. COMPETENCY OF BIDDER

The Chief Procurement Officer reserves the right to refuse to award a Contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

The bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

2.8. CONSIDERATION OF PROPOSALS

The Chief Procurement Officer will represent and act for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in the Chief Procurement Officer's opinion the best interest of the City will be served by such action.

The proposal is contained in these contract documents and **MUST NOT BE DETACHED FROM HERE** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

2.9. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

2.10. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be mailed, faxed, electronically mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as will have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on appropriate proposal execution page. Oral explanations will not be binding.

2.11. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-10. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

2.12. CONTRACTOR'S FINANCIAL STATEMENT

If requested by the Chief Procurement Officer the bidder will file with the office of the Chief Procurement Officer a **CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION** dated not earlier than the end of the Contractor's last fiscal year period. The Contractor's Statement of Experience and Financial Condition will be kept on file by the Chief Procurement Officer as a representative statement for a period of one (1) year. The Contractor's Statement of Experience and Financial Condition forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current Contractor's Statement of Experience and Financial Condition form on file with the DEPARTMENT OF PROCUREMENT SERVICES may be cause for the rejection of Contractor's Proposal.

2.13. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

The order of precedence of the component contract parts will be as follows:

General Conditions.

1. Addenda, if any.
2. Special Conditions.
3. Plans or City Drawings, if any.
4. Detailed Specifications.
5. Standard Specifications of the City, State or Federal Government, if any.
6. Advertisement for proposals (copy of advertisement to be attached to back of cover).

The foregoing order of precedence will govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

2.14. NOTICES

All communications and notices to the City herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using department by name and address listed on the cover hereof, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

All communications and notices to the bidder, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

2.15. NON-DISCRIMINATION

Federal Requirements

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

State Requirements

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code '750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

City Requirements

Contractor must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended; and all other applicable municipal code provisions, rules, regulations and executive orders. Further, Contractor must furnish or shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.16. INDEMNITY

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including Losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.

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

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

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractors performance of Sales and Removal of Tree Material beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

2.17. EMPLOYMENT

The Contractor must comply with AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State of its political subdivisions, approved June 12, 1935, as amended. Attention is called to Chapter 126-1/2, Section 23, Ill. Rev. Stats. 1987.

2.18. SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and subcontractors, are required to maintain compliance with all local, state, and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Environmental Protection Agency (ILEPA), Illinois Department of Transportation (IDOT), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), and the Environmental Protection Agency (EPA), where applicable.

Minimum requirements of the Contractors' accident prevention program include, but are not limited to the following:

1. Implementation of an **Accident/Incident Reporting Program**, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses and damage to City property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that

every accident/incident occurring on City property is promptly reported to Contract Management and the Commissioner.

2. A training program that includes safety and the identification of worksite hazards.
3. Conducting inspections pertaining to the work and activities being performed, to identify potential hazards and determine the actions required in correcting those hazards and providing a method of recording and monitoring the conditions, to ensure that those corrective actions are implemented.
4. The Contractor must require each Equipment Operator to conduct and document a safety inspection on his/her equipment at the start of each shift of operation on City property. This inspection must take place prior to operation of the equipment on City property, in order to ensure that defective or malfunctioning equipment is not utilized. The items included in the inspection must be consistent with the recommendations found in the equipment manufacturers' operator's manual. The Contractor must ensure that the completed inspection checklist is available for review by City personnel upon request.
5. Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses).
6. Development of an **Emergency Evacuation/Disaster Control Plan** consistent with the requirements of the City of Chicago. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Commissioner.
7. The ability to produce applicable records, evidencing compliance with **OSHA's Blood borne Pathogens Standard** when requested. This will include, but is not limited to Contractor records pertaining to applicable employee training, engineering/work practice controls (i.e., written procedures providing instructions on handling contaminated materials), personal protective equipment, and recordkeeping.
8. All maintenance, hauling and disposal operations must be so conducted as to cause a minimum amount of dust, noise, exposure to any and all hazardous materials, and inconvenience to the normal activities of the occupants of the property, pedestrians and buildings in the vicinity of the Work. The Contractor is responsible for conducting operations in such a manner as to prevent debris from being left in the public way and must provide clean up as required by the Commissioner and applicable regulatory requirements. Whenever the Commissioner determines any type of operation or activities constitutes a nuisance, the Contractor must immediately proceed to conduct its operations in an approved manner.
9. **Material Safety Data Sheets (MSDS)** must be submitted with this proposal for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity involved. The delivery, storage, handling, and use of the substances must comply with all applicable regulatory requirements at all times. The Contractor must also furnish Material Safety Data Sheets at the time the materials are delivered. The Contractor, its agents, employees, material suppliers and subcontractors, handling the substances in any way, must be familiar with and follow safe practices pertaining to the use of the materials at all times.
10. The Contractor must, at all times, conduct the Work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. Normal vehicular and pedestrian traffic on all adjacent streets, bridges, overpass structures, and ramps must be maintained at all times during the performance of the Work.
11. Whenever any part of an area is obstructed or closed to traffic, due to the work being performed under this Contract, the Contractor must provide, erect, and maintain at its own cost and expense, all of the approved barricades, partitions, signs, lights, and reflectors, necessary to provide safe and convenient travel around the work area. The Contractor must also provide, at its own expense, any safety equipment that may be required for warning and directing pedestrian and vehicle traffic.

12. The Contractor will be held responsible for all damage or injury, even though barricades, signs, lights and reflectors are furnished as herein specified. At final completion of the Work, the Contractor must remove the temporary partitions, barricades, signs, lights and reflectors, and restore the area to its original condition to the satisfaction of the Commissioner.
13. The Contractor must furnish, maintain, and be solely responsible for all equipment such as biohazard spill/cleanup kits and related personal protective equipment, disposal containers, red plastic biohazard bags, tanker trucks, hydraulic lifts, ramps, hoists, trucks and similar items required for proper execution of the Work. All such equipment, supplies and apparatus must conform to all requirements of Federal, State, and local laws concerning the safety and protection of employees and to any and all rules, regulations, and directions of the City; and all other authorities having jurisdiction over same.

If the Commissioner calls the Contractor's attention to any violation of the regulatory requirements of OSHA, DOT, EPA, the City of Chicago Municipal Code, IDOT, IDOL, or ILEPA (current and amended versions), work shall be immediately suspended and all personnel removed from the hazard until the violation has been remedied.

The Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Contract. Such act and rules and the applicable parts thereof must be considered as part of this Contract.

Contractors must also comply with the safety and health requirements of the Commissioner. The Commissioner may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

The Contractor and subcontractors must be directly responsible for compliance therewith on the part of its agents, employees, and material suppliers. The Contractor and subcontractors must directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties, which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

2.19. CHICAGO LIVING WAGE ORDINANCE

(a) Contractor must pay its Covered Employees (as defined below), and must ensure that all subcontractors pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**"). For purposes of this section, "Covered Employees" means those categories of workers employed in the performance of City contracts that are identified in Section 2-92-610 of the Municipal Code, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers.

(b) Contractor's obligation to pay, and to ensure payment of, at least the Base Wage will begin upon the commencement of the term of this Agreement and will continue until the end of the term of this Agreement.

(c) As of July 1, 2010, the Base Wage is \$11.03 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the City's Department of Procurement Services. At all times during the term of this Agreement, Contractor and all subcontractors must pay at least the Base Wage (as adjusted in accordance with the above) to any Covered Employees. If the prevailing wages are higher than the Base Wage, then Contractor and all subcontractors must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its subcontractors to pay at least the Base Wage to their Covered Employees. Contractor agrees to provide the City with documentation acceptable to them

demonstrating that all Covered Employees, whether employed by Contractor or by a subcontractor, have been paid at least the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

2.20. PREVAILING WAGE RATES

Contractor must pay, to the laborers, mechanics and other workers involved in this project, the prevailing wages established for those categories pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., irrespective if whether the Act, by its terms, applies to the activities conducted under this Agreement.

Contractor's attention is called to the generally prevailing rate of wages for Cook County in effect at the time these specifications were issued, as determined by IDOL. They are also the prevailing wage rates for the City of Chicago. They are attached to and incorporated in these specifications, or refer to website: www.state.il.us/agency/idol/CM/countym.htm for Cook County. Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect at the time of the activities, as determined by the IDOL, to all PW Employees. If IDOL revises the prevailing rate of hourly wages to be paid before expiration of this Agreement, the revised rate applies from the effective date of the revision, but any such revision will not entitle Contractor to any compensation under the terms of this Agreement.

City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to all PW Employees employed during the term of this Agreement.

2.21. COOPERATION BETWEEN CONTRACTORS

Unless otherwise provided in Special Conditions, if separate contracts are let for services within or adjacent to the project site as may further be hereinafter detailed in the contract documents, each Contractor must conduct his service so as not to interfere with or hinder the progress of completion of the service being performed by other contractors.

Each Contractor involved must assume all liability, financial or otherwise, in connection with his contract, and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same improvement. Each Contractor must assume all responsibility for all services not completed or accepted because of the presence and operations of the other contractors.

The Contractor must as far as possible, arrange his service and place and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site. Contractor must join his service with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

2.22. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract will be assigned or any part of the same sub-contracted without the written consent of the Chief Procurement Officer; but in no case will such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of the Chief Procurement Officer having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, will cause the annulment of said transfer or assignment so far as the City is concerned.

2.23. SUBCONTRACTORS

The Contractor must notify the Chief Procurement Officer, in writing, of the names of all subcontractors to be used and will not employ any that the Chief Procurement Officer may object to.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Chief Procurement Officer. The Subcontracting of the services or work or any portion thereof without the prior written consent of the Chief Procurement Officer will be null and void. The Contractor will not make any substitution of a subcontractor without the written consent of the Chief Procurement Officer. The substitution of a subcontractor without the prior written consent of the Chief Procurement Officer will be null and void. The Chief Procurement Officer's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible subcontractors. If, in the judgment of the Commissioner or the Chief Procurement Officer, any subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the Chief Procurement Officer, discharge or otherwise remove such subcontractor.

2.24. SUBCONTRACTORS WITH DISABILITIES

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

2.25. SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments with each invoice for the life of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf.

The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Contractor for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its services, or provided specified materials in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

2.26. DEMURRAGE AND RE-SPOTTING

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

The City will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the City.

2.27. MATERIALS INSPECTION AND RESPONSIBILITY

The City, by its engineering agencies, will have a right to inspect any material to be used in carrying out this contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

The Contractor must be responsible for the contracted quality and standards of all materials, components or completed Sale and Removal of Tree Material furnished under this contract up to the time of final acceptance by the City.

2.28. CASH BILLING TERMS

Any cash billing discounts offered will not be considered in the evaluation of bids.

2.29. SUPERVISION

The Contractor must personally supervise the Sale and Removal of Tree Material or will have a competent person at the site at all times to act for Contractor.

2.30. 2.26 PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

Plans or drawings mentioned in the specifications will be so considered that any material shown on plans or drawings and not therein specified, or material therein specified and not shown on plans or drawings, will be executed by the Contractor the same as though it were both shown and specified.

2.31. PERMITS

Unless otherwise provided in the Special Conditions, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to carry out the Sale and Removal of Tree Material described in this contract.

2.32. AUDITS

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the obligations and responsibilities of the Contractor under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the contract prices, of the goods, or services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts; If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the contract prices, of the Sale and Removal of Tree Material provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys fees.

2.33. TIME AND PROGRESS

It is understood and agreed that TIME IS OF THE ESSENCE OF CONTRACT, and the Contractor agrees to perform its obligations covered by this contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire obligations under this contract within the calendar days stipulated

after the date for commencement of Sale and Removal of Tree Material as specified in the written notification to the Contractor from the Commissioner, using double shift and holidays when necessary.

Unless otherwise provided in Special Conditions, the Contractor must submit to the Commissioner for approval, within five (5) calendar days after the effective date of this contract, a TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire Sale and Removal of Tree Materials within the time hereinafter specified. When approved and accepted by the Commissioner, the Contract shall prosecute the Sale and Removal of Tree Materials under this contract so that the actual Sale and Removal of Tree Materials completed shall be not less than required by such approved TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire Sale and Removal of Tree Materials within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the Sale and Removal of Tree Materials under this contract so that the actual Sale and Removal of Tree Materials completed shall be not less than required by such approved TIME SCHEDULE.

If the rate of progress be such that the total amount of Sale and Removal of Tree Materials accomplished by the Contractor within any time mentioned in such approved TIME SCHEDULE is less than the amount therein specified to be completed within such time, then the Chief Procurement Officer may declare this contract in default as provided herein.

2.34. PROVISIONS RELATIVE TO DELAY

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the Sale and Removal of Tree Materials under this contract by any act or delay of the City or by order of the Commissioner, howsoever caused, then the time herein fixed for the completion of said Sale and Removal of Tree Materials will be extended for a period equivalent to the time lost by reason of such acts or delays of the City or orders of the Commissioner.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and Chief Procurement Officer in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Commissioner and Chief Procurement Officer for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The Chief Procurement Officer and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Mayor, Comptroller and the Chief Procurement Officer, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

2.35. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1

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

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

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

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or Sale and Removal of Tree Materials which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- A. they are each other's sole domestic partner, responsible for each other's common welfare; and
- B. neither party is married; and
- C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E. two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

2.36. CONFLICTS OF INTEREST

No member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interests, direct or indirect, in the contract.

The Contractor covenants that he presently has no interest and will not acquire any interest, direct or indirect, in the project to which the contract pertains which would conflict in any manner or degree with the performance of its responsibilities and obligations hereunder. The Contractor further covenants that in its performance of the contract no person having any such interest shall be employed.

2.37. DISCLOSURE OF OWNERSHIP

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the attached Economic Disclosure Statement and Affidavit. Failure to provide complete or accurate disclosure will render this Agreement voidable.

2.38. 2.34 DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1

The bidder is required to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit required by Executive Order 97-1. Refusal to execute the Disclosure of Retained Parties section of the Economic Disclosure Statement and Affidavit will result in the Chief Procurement Officer declaring the bidder non-responsible, moreover, if a bidder is deemed non-responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidder's subsequent bids.

2.39. GOVERNMENTAL ETHICS ORDINANCE

Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics, including but not limited to Section 2-156-120 of this Chapter pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

2.40. 2.36 CHAPTER 2-26 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF COMPLIANCE

It is the duty of any bidder, proposer, Consultant, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proper, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

2.41. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL

It is the duty of any bidder, proposer, or Contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

2.42. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO

Office of Inspector General and Legislative Inspector General (Chapter 2-56 and 2-55 of the Municipal Code):

It will be the duty of any bidder, proposer, contractor, all subcontractors and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code and with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55. The Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code of Chicago.

All Subcontracts or purchase orders entered into by the Contractor with parties providing materials, labor or services to complete the Work, must contain the following statement regarding Chapters 2-56 and 2-55 of the Chicago Municipal Code, Office of the Inspector General, and Office of the Legislative Inspector General, respectively. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of these Sections are deemed to be incorporated in all Subcontracts or Purchase Orders.

"The Subcontractor, (material supplier or other entity) its officers, directors, agents, partners and employees must cooperate with the Inspector General and Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 or Chapter 2-55 of the Chicago Municipal Code and the Subcontractor (material supplier or other entity) understands and will abide by all provisions of these sections of the Municipal Code."

2.43. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid ;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

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

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

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

2.44. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

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

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

2.45. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE

Contractor, in performing under this contract shall comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officer's or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct. One business entity will be chargeable with the conduct of an affiliated agency.

Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

2.46. MACBRIDE PRINCIPLES ORDINANCE

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

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

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (DOT) except to the extent Congress has directed that the Department of Transportation (DOT) not withhold funds from states and localities that choose to implement selective purchasing

policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation (DOT).

2.47. CONTRACTOR CERTIFICATION

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the attached Economic Disclosure Statement and Affidavit (the Affidavit) under: Certification by applicant, which certifies that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

2.48. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for Contractors to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) a Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Economic Disclosure Statement and Affidavit), then:

For those bidders in competitive bid contracts, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

For purposes of this section, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"PERCENTAGE OF INTEREST" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section will only apply where not otherwise prohibited by federal, state or local law.

2.49. FEDERAL TERRORIST (NO-BUSINESS) LIST

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

2.50. COMPLIANCE WITH ALL LAWS

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of this Agreement.

2.51. COMPLIANCE WITH ENVIRONMENTAL LAWS

The Contractor will comply with all laws relating to environmental matters including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials,, special wastes or other contaminants into the environment and to the generation, use, storage, transportation, or disposal of solid wastes, hazard materials, special wastes or other contaminants (collectively, "Environmental Laws") including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, the National Emission Standards for Hazardous Air Pollutants (40 C.F.R.61.145), and the Municipal Code, as currently in effect and as amended during the course of the contract period.

If any Environmental Laws require the Contractor to file any notice or report of a release or threatened release of hazardous materials, special wastes or other contaminants on, under or about any premises used by Contractor to perform the Sale and Removal of Tree Materials required hereunder, the Contractor shall provide a copy of such report or notice to the City. In the event of a release or threatened release of hazardous materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Laws, the Contractor must immediately notify the City in writing and will provide the City with copies of any written claims, demands, notices or actions so made.

- A. As part of its Compliance with All Laws, as set forth hereinabove, Contractor must observe and comply with, inter alia, all Environmental Laws and impose on all Subcontractors all requirements of all environmental Laws. No provision of this Contract limits, or is intended in any way to limit, Contractor's obligation to observe and comply with all Laws, including but not limited to all Environmental Laws.

By entering into this Contract, Contractor acknowledges that many Environmental Laws may apply to the Contract and to Contractor's and Subcontractors' performance of the Sale and Removal of Tree Material

By entering into this Contract, Contractor also acknowledges that U.S. EPA, U.S. DOT and other agencies of the federal, state and local governments have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract or the Sale and Removal of Tree Material

Listed below in Section H are requirements of particular concern to the City. By entering into this Contract, Contractor acknowledges and agrees that this list does not constitute the only Environmental Laws that apply or may apply to performance of the Sale and Removal of Tree Material under this Contract.

Contractor must include the provisions listed in Section H in all subcontracts; and Contractor must additionally include in all subcontracts a statement specifying that the provisions so listed do not

constitute the only Environmental Laws that apply or may apply to Subcontractors' performance of and under their subcontracts with Contractor.

By entering into this Contract, Contractor acknowledges and agrees that if Contractor fails to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this contract. By entering into this Contract, Contractor further acknowledges and agrees that such termination may adversely affect Contractor's eligibility for future contract awards.

B. Notification of Environmental Claims and of Community Meetings and Media Involvement

In the event of any claim, demand, action notice of violation or other notice of any kind by any person or any entity of any kind, whatsoever, against Contractor or any Subcontractor regarding Contractor's or any Subcontractor's failure or alleged failure to comply with any Environmental Law ("Environmental Claim"), Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of becoming aware of such Environmental Claim and must also submit a copy of any Environmental Claim to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of receipt of same by Contractor or any Subcontractor.

Contractor must provide evidence to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator or to the satisfaction of a court or administrative agency having jurisdiction with respect to the claim, demand, action notice of violation or other notice of any kind, or to the satisfaction of the Chief Procurement Officer and Commissioner of the Chicago Department of Environment.

Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment of any community meetings, media involvement or media coverage relating to: any release, alleged release, threatened release, or allegedly threatened release of any substance, matter or thing relating in any way to the Sale and Removal of Tree Material under this Contract; any loading, transportation/hauling, treatment, storage, disposal or other handling of any materials, including but not limited to any Waste, under this Contract; or otherwise relating to any Environmental Laws or any charge or allegation of violation of or noncompliance with any Environmental Laws, in which Contractor or any Subcontractor is asked or invited to participate. The notice must be provided to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment as early as possible before Contractor or any Subcontractor participates in any such community meetings, media involvement or media coverage.

C. Releases and Threatened Releases

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, in the event of any release or threatened release of any material, including but not limited to Waste, and including but not limited to any Hazardous Waste or Special Waste, relating in any way to any of the Sale and Removal of Tree Material under this Contract, regardless whether such release or threatened release is caused or contributed to by Contractor, any Subcontractor, or any other person or entity, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and provide all pertinent information, including but not limited to the nature, scope, location and sources or causes of the release or threatened release and all actions taken, being taken and to be taken by Contractor and any Subcontractors with respect to the release or threatened release.

If Contractor or any Subcontractor is required pursuant to any Environmental Law to submit or file any notice or report of any kind to any person or entity relating to any release, alleged release, threatened release or allegedly threatened release of any substance, matter or thing relating in any way to any of the Sale and Removal of Tree Material under this Contract, Contractor must provide a copy of such notice or report to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment at the same time that Contractor or any Subcontractor submits or files the notice or report in accordance with the Environmental Law.

D. Environmental Permits and Other Environmental Records and Reports.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must show evidence of, and keep current throughout the term of this Contract, all permits, insurance certificates and other authorizations required by any federal, State, City or other governmental body or agency pursuant to any Environmental Law.

When requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, Contractor must submit copies of any or all permits, insurance certificates and other authorizations required by any Environmental Law.

Copies of all permits, insurance certificates and other authorizations that require periodic renewal must be forwarded to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment throughout the duration of this Contract.

By entering into this Contract, Contractor acknowledges and agrees that noncompliance with these requirements constitutes sufficient cause for termination of this Contract and for declaring Contractor non-responsible in future bids.

In addition to any and all other records and reports that are or may be required by any Environmental Laws, Contractor is required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including but not limited to:

1. Vehicle maintenance records;
2. Safety and accident reports;
3. IEPA or OSHA manifests;
4. Disposal records, including but not limited to records showing the disposal site used, date, truck number and disposal weight, types of waste, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
5. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

E. Handling of Materials, Including but Not Limited to Waste

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor is responsible for the proper, lawful handling, including but not limited to treatment, storage, transportation/hauling and disposal, of all materials, including but not limited to all Waste, by Contractor and all Subcontractors.

By entering into this Contract, Contractor acknowledges and agrees that treatment, storage, transportation/hauling, disposal or other handling by a Subcontractor or other third party does not relieve Contractor of its responsibility for proper treatment, storage, transportation/hauling, disposal and other handling of all materials, including but not limited to all Waste.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all treatment, storage, transportation/hauling, disposal and other handling of any materials, including but not limited to any Waste, must be at a facility that is properly licensed and permitted in accordance with any and all Environmental Laws to accept and treat, store, transport/haul, dispose or otherwise handle the particular materials delivered to it in accordance with all Environmental Laws ("Facility").

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, before generating or in any way handling any Waste relating to the Sale and Removal of Tree Material under this Contract, or allowing any Subcontractor to generate or handle any Waste, Contractor must identify to the Chief Procurement Officer and Commissioner of the

Chicago Department of Environment all Facilities to which Contractor has contractual access and for which all required permits and/or licenses have been obtained and are current and valid.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must upon request provide the Chief Procurement Officer or Commissioner of the Chicago Department of Environment or his designated representative with copies of all documents, including but not limited to load tickets, manifests, bills of lading, scale tickets, and permits and/or licenses, pertaining to any treatment, storage, transportation/hauling, disposal and other handling of any material, including but not limited to any Waste, by Contractor, any Subcontractor, or any Facility or other third party, that Contractor or any Subcontractor submits to, prepares for, or receives from any Facilities that Contractor uses in the course of its performance of and under this Contract.

If any Facility that Contractor proposes to use does not possess all necessary, current, valid permits and/or licenses to accept the materials to be treated, stored or disposed of, then Contractor must replace the Facility submitted as part of its bid proposal at no additional cost to the City.

If Contractor disposes of any materials, including but not limited to any Waste, at any site that is not properly permitted, Contractor, by entering into this Contract, acknowledges and agrees that it will be responsible for all costs associated with the removal of the materials to a properly licensed/permitted Facility and for any other costs, including but not limited to any civil or other penalties, damages, fees, charges, litigation costs, attorneys' fees, or other costs of any kind, whatsoever, that apply or may apply as a result of the application or enforcement of any Laws and any response thereto.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must verify, in writing, whenever requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, that all materials, including but not limited to Waste, that Contractor or any Subcontractor generates or accepts from the City have been treated, transported/hailed, stored, disposed of or otherwise handled in compliance with all Environmental Laws.

The form for identifying Contractor's Facility(ies) and acknowledging terms and conditions relating thereto that Contractor has executed and attached to this Contract is incorporated by reference (Attachment "B"). In addition to the representations and requirements contained on Attachment B, Contractor acknowledges and agrees that unless otherwise authorized in writing by the Commissioner of the Chicago Department of Environment, Contractor must not use or continue to use any Facility identified on Attachment B that (i) has been cited by any governmental agent or entity as being in violation of any Environmental Law or of any City ordinance of any kind, whatsoever; or (ii) does not have a legally required permit. If only one (1) Facility was identified on Attachment B, Contractor must arrange for a substitute Facility that meets the requirements specified on Attachment B and provide a revised Attachment to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment before transporting/hauling or allowing the transport/hauling of any material, including but not limited to any Waste, to any Facility. Contractor further acknowledges and agrees that any such substitution and any delay or activity of any kind relating to any such substitution is at no additional cost to the City, regardless of the reasons necessitating such substitution.

F. Equipment and Environmental Control During Transport

As part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must transport/haul all materials, including but not limited to Waste, in vehicles and/or containers that comply with all Environmental Laws; and all equipment used to transport any materials, including but not limited to Waste, must be designed and operated to prevent spillage, leakage, or other release of any kind during the transport operation.

Also as part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all equipment used by

Contractor or any Subcontractor must fully comply with all Laws, including but not limited to all Laws pertaining to size, load weight, safety, and including but not limited to any Environmental Laws.

G. Environmental Control

In performing the Sale and Removal of Tree Material, and as part or in addition to of the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must become thoroughly familiar with all Laws relating to, inter alia, the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must employ all reasonable measures to reduce the noise of heavy construction equipment and to control and minimize any dust, smoke, and fumes from construction equipment and other operations on the City Locations site and any dirt and noise created by heavy truck operations over City streets.

H. Environmental Protection

The purpose of this subsection is to alert Contractor to some of the Environmental Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same. This subsection does not, and is not intended to, set forth all of the Laws or Environmental Laws with which Contractor must comply. By entering into this Contract, Contractor acknowledges and agrees that this subsection does not and is not intended in any way to limit Contractor's obligation to comply with all Laws, including but not limited to all Environmental Laws, and with all other provisions of this Contract, in performing the Sale and Removal of Tree Material

Some, but not all, of the major federal Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same, are: the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; Toxic Substances Control Act, as amended, 15 USC §§2601 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. Contractor and Subcontractors must also comply with, inter alia, Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. Air Quality. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. This includes, but is not limited to, compliance with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.

2. **Clean Water.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
3. **List of Violating Facilities.** Contractor acknowledges and agrees that any facility of any kind to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and as part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment if Contractor or any Subcontractor receives any communication from the U.S. EPA that any such facility is under consideration for inclusion on the List.

Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the Sale and Removal of Tree Material, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

Waste Handling. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all waste handling provisions set out in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Administrative Code, and Chapters 7-28 and 11-4 of the Chicago Municipal Code.

2.52. INDEPENDENT CONTRACTOR

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

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

(i) The City will not be liable under or by reason of this Contract for the payment of any compensation award or damages in connection with the Contractor performing the Sale and Removal of Tree Material required under this Contract.

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

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c) SHAKMAN

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section 2.52(c)(ii) above, or advocating a violation of Section 2.52(c)(iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract.

2.53. SEVERABILITY

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Contract or any part of it.

2.54. FALSE STATEMENTS

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing a such misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010).

2.55. RIGHT TO OFFSET

The City may offset any excess costs incurred by the City in the event of termination of this Contract for default or otherwise resulting from Contractor's performance or non-performance under this Contract or if the City exercises any of the remedies available to it and any credits due to or overpayments made by the City, by use of any payment due for Sale and Removal of Tree Materials completed before the termination for default or before the exercise of any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

2.56. DEFAULT

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or will neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or will discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or will make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, or fails to comply with any other material term of this Contract, the Chief Procurement Officer will give notice in writing to the Contractor of such failure, delay, neglect, refusal, or default, specifying the same, the Chief Procurement Officer acting for and on behalf of the City may, upon receipt of a written certificate from the Commissioner of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, declare the Contractor in default entitling the City to any and all remedies at law or equity, including permitting the City to take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force account, or may enter into a new contract for the completion of the work, by or on its own force account, or may enter in a new contract for the completion of the work, or may use such other methods as in the opinion of the Commissioner will be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor will be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City or any prior assignment filed with it, and in case such expense will exceed the sum which would have been payable under this contract, the Contractor will be liable and shall pay to the City the amount of such excess.

2.57. DISPUTES

Except as otherwise provided in this Contract, Contractor must and the City may bring any dispute arising under this Contract which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago". Is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

2.58. COMMITMENT REGARDING BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)

Policy and Terms

It is the policy of the City of Chicago that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with Section 2-92-337 et seq. of the Municipal Code of Chicago, Regulations Governing Certification of Business Enterprises owned by People with Disabilities, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Agreement. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall

have full and fair opportunities to compete for and perform subcontracts for supplies or Sale and Removal of Tree Materials.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City of Chicago deems appropriate.

3. SPECIAL CONDITIONS

3.1. DOWNLOADABLE DOCUMENTS

Bidder's that download a bid solicitation from the City of Chicago's website: <http://cityofchicago.org/procurement>, instead of obtaining the hard copy paper bid solicitation from the City of Chicago's Bid and Bond Room, the bidder is responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. The City will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid or proposal.

Note: Multiple clarifications and/or addenda may be issued in which the bidder is responsible for obtaining.

If the bid solicitation was downloaded from the City of Chicago's website instead of picking it up in paper from the City of Chicago's Bid and Bond Room, the bidder MUST contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at 312-744-9773 or by faxing a copy of a business card (include e-mail address, Specification No and RFQ No) at 312-744-5611 to register your company as a document holder for this bid solicitation.

Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

3.2. PRE-BID CONFERENCE

A Pre-Bid Conference will be held to answer questions regarding this specification. Attendance is strongly encouraged but is not mandatory. Representatives from the Department of Streets and Sanitation and the Department of Procurement Services will comprise the panel to respond to questions concerning the specification.

The Pre-Bid Conference will be held on Wednesday, February 9, 2011 at the Department of Procurement Services, Bid and Bond Room, City Hall, 121 N. LaSalle Street, Room 301 at 1:00 p.m., as noted herein and specified in the advertisement of the public notice in this specification. Questions may be submitted no later than Thursday, February 17, 2011 end of business day (4:30 pm) by faxing to (312) 744-7679 or e-mailing Bernie.Harges@cityofchicago.org. No additional questions will be accepted or addressed after seven days following the pre bid conference.

3.3. QUANTITIES

Any quantities shown herein are estimated quantities for the initial thirty-six (36) month contract period. The City reserves the right to increase or decrease quantities under this contract.

3.4. BASIS OF AWARD

Contracts will be awarded based on the Highest Total Bid Price Per Group proposed by a responsive and responsible bidder. The Total Bid Price Per Group is equal to the sum of the Extended Prices for each group. The Extended Prices will be determined by multiplying the estimated quantities by the unit price for each line item.

Bidders may bid on one or both groups. The Chief Procurement Officer reserves the right to award to one (1) contract per group or to reject all bids when in her opinion, the best interests of the City will be served. Bidders must quote all items specified within each group but do not have to bid all groups. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

Bids must assume and take into account that the City, acting through its Department of General Services, will grant the winning bidder the right to store and use Bidder's equipment, upon the conditions further described in Section 6.17 of the Detailed Specifications, at the City-owned sites that correspond to that winning bidder's group, for consideration of \$1. Subject to the other terms and conditions of this contract, such right will include the right to store equipment and use it at the primary locations in the area for which the bidder received a contract, as well as the right, during an

emergency, to store and use equipment at each emergency location designated for use by the Commissioner, but only for the duration of the emergency, in the Commissioner's sole and absolute judgment."

If City Council authorizes such a transaction and the Commissioner of the Department of General Services decides to exercise such authority, the terms of use of the City-owned sites will be set forth in a separate document (the "License Agreement"), which will limit the right to the use of the property to process the materials purchased under this Contract. **(See Attachment 1 for a sample License Agreement.)** No contract for the sale of Tree Material will be awarded pursuant to this specification prior to the authorization by City Council and the execution by the Commissioner of the Department of General Services of the License Agreement. If such authorization and execution do not occur within 60 days after bid opening, the bids will be rejected and no contract award will be made.

Bidder must submit a complete contract package including all required documentations and acknowledge any Addenda at the top of the Proposal Execution Page in the space provided.

3.5. PAYMENTS TO THE CITY

All payments must be forwarded by the Contractor as required by this specification to (remit to):

**Commissioner of the Department of Streets & Sanitation
Sale and Removal of Tree Material – Contract No.: #####
121 North LaSalle Street Ste 700
Chicago, Illinois 60602**

Payment Due Date:

The Commissioner must receive the Contractor's monthly payment no later than forty-five (45) calendar days from the close of business day at month end. If the Contractor fails to make the payments in a timely manner this would be cause for default of the agreement.

Payment Documentation:

Contractor must provide the City with a statement of the number of Loads removed from all City locations during the month for which payment is being made.

Acceptable Form of Payment to the City:

The Contractor must make payment in the form of a Check on Certified Corporate Letterhead, Certified Check, and Cashier's Check, Money Order or Electronic Transfer. Checks or money orders must be drawn on a bank doing business in the United States, and must be made payable to the order of the City of Chicago, Department of Streets and Sanitation, Commissioner. **CASH IS NOT AN ACCEPTABLE FORM OF PAYMENT.**

3.6. MBE/WBE COMMITMENT

For purposes of calculating bidder's percentage of Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) dollar commitment toward the minimum goal of 25% MBE and 5% WBE participation as stated in the Special Condition Regarding Minority Business Enterprise and Women Business Enterprise.

This contract requires the Contractor to make a good faith effort to achieve M/WBE participation, in the percentage of 25% and 5% percent, respectively, based on all costs incurred by the Contractor in connection with the activities under the contract.

The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

During the term the contract, the Contractor will submit monthly MBE/WBE Utilization Reports, a copy of which is attached. The frequency with which these reports are to be submitted will in no case be less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization

Report will be due ninety (90) calendar days after the date of contract award, and reports will be due monthly thereafter.

MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.

(**NOTICE:** Do not submit invoices with MBE/WBE Utilization Reports.) Final payments may be held until the Utilization Reports have been received.

The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the Contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

3.7. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

Bidder must fully complete, sign, notarize and submit as part of your proposal the following documents incorporated herein:

1. Proposal Pages.
2. Bid Data Pages
3. Economic Disclosure Statement and Affidavit.
4. Affidavit of Chicago Business.
5. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
6. City of Chicago Insurance Certificate of Coverage.

NOTE: BIDDER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA AT THE TOP OF THE PROPOSAL EXECUTION PAGE.

3.8. CONTRACT PERIOD

The contract will begin on or about _____ and continue through _____, unless terminated prior to this date according to the terms of the Termination paragraph, or extended as provided for herein.

The City will establish and enter the above start and expiration dates at the time of formal award and release of this contract unless negotiated prior to release of the contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Acceptance Page herein. The expiration date will be the last day of the thirty-sixth (36th) full calendar month after the established start date.

3.9. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the thirty-six (36) month contract period. The Chief Procurement Officer may exercise the City's right to extend this Contract following the expiration of the base contract term for up to thirty-six (36) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the Sale and Removal of Tree Materials provided for in this Contract.

No less than ninety (90) calendar days before the expiration of the then current contract term, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the contract period for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the

exhaustion of all option periods, for the purpose of providing continuity of Sale and Removal of Tree Material while procuring a replacement contract.

3.10. MODIFICATIONS AND AMENDMENTS

No change, amendment or modification of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the parties hereto, or their respective agents / representatives.

3.11. DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

3.12. SUSPENSION OF WORK

The Commissioner or an Authorized Representative shall have authority to suspend the work wholly or in part, for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the work, or to conditions which in the Commissioner's opinion warrant such action; or for such time as it is necessary.

3.13. TERMINATION

The City may terminate this contract or all or any portion of the contract, at any time by a notice in writing from the City to the Contractor. The City will give notice to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the contract in full, all Sale and Removal of Tree Materials to be provided under it must cease and all materials that may have been accumulated in performing this contract whether completed or in the process, must be delivered to the City within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Sale and Removal of Tree Materials actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Proposal page, but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Sale and Removal of Tree Materials. The payment so made to the Contractor is in full settlement for all Sale and Removal of Tree Materials satisfactorily performed under this contract. If Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision in the General Conditions.

If the City's election to terminate this contract for default pursuant to the Default provision in the General Conditions is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Termination provision.

3.14. DEFAULT

If the Contractor does not remove the materials from City of Chicago locations within fourteen (14) calendar days as stated in Section 6.8 Clean Up, the City can find the Contractor in default. Any breach of this Agreement will constitute as a Event of Default and will entitle the City to any and all remedies available at law or equity.

4. CONTRACTORS INSURANCE

CONTRACT INSURANCE REQUIREMENTS

Department of Streets and Sanitation
Sale and Removal of Tree Material

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Property

The Contractor is responsible for any loss or damage to City property at replacement cost. The Contractor is responsible for all loss or damage to personal property (including vehicles, equipment, materials, tools and supplies) owned, rented or used by Contractor and while in equipment is kept on City property, if applicable.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

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

4.1. INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 (Number and Street)

(City) (State) (ZIP)

Specification No.: 86452

RFQ: 3439

Project Description: Sale and Removal of Tree Material

Purchase Order No.: _____

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the Contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the Contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability ☐ Claims made ☐ Occurrence ☐ Premises-Operations ☐ Explosion/Collapse Underground ☐ Products/Completed-Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
☐ Excess Liability ☐ Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
 Department of Procurement Services
 121 N. LaSalle St., #403
 Chicago, IL 60602

Signature of Authorized Rep. _____

Agency/Company: _____

Address: _____

Telephone: _____

For City use only

Name of City Department requesting certificate: (Using Dept.): _____

Address: _____ ZIP Code: _____ Attention: _____

5. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

5.1. POLICY AND TERMS

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code will have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, national origin or sex, and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

This contract requires the Contractor to make a good faith effort to achieve M/WBE participation, in the percentage of 25% and 5% percent, respectively, based on all costs incurred by the Contractor in connection with the activities under the contract

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by contracting or subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

5.2. DEFINITIONS

A. **"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

B. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are

responsible for verifying the current certification status of all proposed MBE and WBE firms.

C. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.

D. **"Minority Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

E. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

F. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s).

A joint venture is eligible for MBE/WBE credit if the MBE/WBE partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE/WBE ownership percentage.

5.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.

The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

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

The participation of MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of MBE or WBE credit.

Credit for the participation of MBEs/WBEs as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the MBE/WBE as specified by the joint venture's executed joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE/WBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

5.4. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is

unable to meet the MBE and/or WBE percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or readvertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

Direct/Indirect-Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves contracting or subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the contracting or subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;

A listing of all MBE/WBE firms contacted that includes:

Names, address and telephone numbers of MBE/WBE firms solicited;

Date and time of contact;

Method of contact (written, telephone, transmittal of facsimile documents, etc.)

Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

A. Project identification and location;

B. Classification/commodity of work items for which quotations were sought;

C. Date, item and location for acceptance of subcontractor bid proposals;

D. Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific E.

F. portions of the work and indicates why negotiations were unsuccessful;

G. Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:

A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

A listing of all potential subcontractors contacted for a quotation on that work item;

Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

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

The bidder/proposers own estimate for the work under the subcontract;

An average of the bona fide prices quoted for the subcontract;

Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

5.5. PROCEDURE TO DETERMINE BID COMPLIANCE

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

A Schedule C-1 executed by the MBE/WBE (or Schedule B/Joint Venture Subcontractor) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid. If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement and a Schedule B. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

Required Schedules Regarding DBE/MBE/WBE Utilization.

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 5.4. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages equal to the cost incurred by the bidder/proposer in connection with the activities under the contract. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section 5.5A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

5.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

In the case of one (1) time procurements of supplies with either single or multiple deliveries to be performed

in less than one (1) year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments will be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives contractors final invoice.

(NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.") Final payments may be held until the Utilization Reports have been received.

During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be in no case less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due quarterly thereafter.

MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Vendor Relations, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.

The Executive Director will be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

5.7. MBE/WBE SUBSTITUTIONS

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate a MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section 5, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals."

5.8. NON-COMPLIANCE AND DAMAGES

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

Failure to satisfy the MBE/WBE percentages required by the contract; and

The contractor or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

5.9. ARBITRATION

In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.

The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

5.10. RECORD KEEPING

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

6. DETAILED SPECIFICATIONS

6.1. SCOPE

The Contractor will purchase all Tree Material, that includes and not limited to Tree Debris/Tub Chips, Logs and Chipper Chips generated on City-owned property by the Bureau of Forestry, from the City-owned facility described herein, in accordance with this Specification.

6.2. INTENT

The intent of this contract is to sell Tree Material that is generated in the zones established by the City through this specification. All such material generated in any zone will be delivered by the City to the facility established in that zone by the City for transfer to the Contractor, and the Contractor selected for that zone must purchase all of such material from the City during the term of this contract. The contractor selected for each zone will pick up all such material at such facility.

The contract is divided into two groups, which correspond with the two zones. The facilities for each zone are as follows: for Group A, the facility is the O'Hare Recycling Center on Bryn Mawr Avenue in Chicago, Illinois; for group B, the facility is the Bureau of Forestry located at 900 E. 103rd St Chicago, Illinois

The contractor will take all such materials under this contract "as is," "where is," and the City makes no representation or warranties as to its quality and/or fitness for any purpose. Contractor waives any all consequential, incidental, special and punitive damages against the City and Contractor may not seek any damages against the City as a result of delay.

In the event of an emergency, material generated in a particular zone may be delivered to one or all of the Emergency Locations designated in Section 6.7 for that zone, and Contractor must purchase and remove all Tree Material brought to such Emergency Locations.

6.3. CITY'S RESPONSIBILITIES

In support of the Sales and Removal of Tree Material provided under this Contract, the City will:

1. Provide authorized representation of the Commissioner responsible for addressing inquiries, problems, scheduling, changes and other communications as well as for monitoring the Contract.
2. Provide access, when and where required, for the Contractor to fulfill its responsibilities under the Contract.

6.4. CONTRACTOR REQUIREMENTS

The Contractor must possess all appropriate business licenses and be in compliance with all local, state, and federal regulation association with operating a firm providing the Sale and Removal of Tree Material.

The Contractor must furnish all labor, equipment, and incidental materials necessary to perform the duties to fulfill this contract at the Bureau of Forestry's locations.

The Contractor must include, as part of the Sale and Removal of Tree Materials under the contract, all transportation for the immediate removal of all Tree Material. Additionally, the Contractor must have the ability to load all tree debris/tub chips, logs and chipper chips for transportation from specified City sites in a manner does not impede Forestry Operations..

Delivery of tree debris/tub chips, logs and chipper chips to any landfill will cause immediate termination / default of contractual agreement.

6.5. LOADS AND PAYMENT

The City will be paid based upon the unit price bid by the contractor on the proposal pages for each Load the contractor removes from the City's locations. Tree Debris is to be quoted at the price for a Load of Tub Chips that have been created from the Tree Debris, which is also the price for all Wood Chips. However, if Contractor wishes **not to** convert some or all of the Tree Debris to Tub Chips, but wishes instead to remove it from the City facilities in an un-ground state as Tree Debris, the price paid to the City will be 1/5th of the Wood Chip price bid by the contractor on the proposal pages. City will verify the number of Loads Contractor removes from the City locations.

6.6. NON EMERGENCY REMOVAL SERVICES LOCATIONS

The contract is divided into two groups, which correspond with the two zones. The facilities for each zone are as follows, and as illustrated on the map, included in this specification as attachment number three (3).

#	Group A: (Zone 1) Non-Emergency location	Group B (Zone 2) Non-Emergency location
	O'Hare Recycling Center 10001 W. Bryn Mawr Ave. Chicago IL 60666	Bureau of Forestry 900 E. 103rd Street Chicago IL 60628

6.7. EMERGENCY REMOVAL SERVICES

In the event of an emergency, the Commissioner of the Department of Streets and Sanitation or his designated representative reserves the right to add additional locations and/or change the regular scheduled hours for the Sale and Removal of Tree Material, as illustrated on the map, included in this specification as attachment number three (3).

#	Group A: (Zone 1) Emergency Locations	Group B (Zone 2) Emergency Locations
	Reed Center 4101 N. Oak Park Ave Chicago, IL 60634	72nd and Kostner 4600 W. 72nd Street Chicago IL 60629
	Grand and Rockwell 2505 W. Grand Ave Chicago IL 60612	23 rd and Ashland 2348 S. Ashland Ave Chicago IL 60608
	Homer and Kilpatrick- 4623 W. Homer St Chicago IL	39 th and Iron 3859 S. Iron St Chicago IL 60609
	Ferdinand And Tripp- 4255 W. Ferdinand St Chicago IL 60624	120 th and Peoria 120th 829 W. 120th St Chicago IL 60643

The Commissioner or his designated representative reserves the right to add other emergency locations not listed above. Locations north of Madison Street will fall into Group A (Zone 1) locations and locations that are south of Madison Street will fall into Group B (Zone 2) locations.

6.8. CLEAN UP

(a) General Clean up:

The Contractor must remove and transport all tree debris/tub chips, logs and chipper chips. Upon notification by the City, the Contractor must remove all tree debris/tub chips, logs and chipper chips from City property within fourteen calendar (14 days). The Contractor must keep City property and adjacent premises in a clean condition satisfactory to the Department of Streets and Sanitation.

(b) Clean up at Emergency Locations:

After removal of all tree materials from the emergency locations, the Contractor will remove all surplus materials, tools and machinery from the site, and will restore the site to the same general condition that existed prior to the commencement of its operation.

6.9. BIDDER'S QUALIFICATIONS

The Bidder must demonstrate sufficient capacity to perform the Sale and Removal of Tree Materials specified within the time frame required. Therefore, the Bidder must submit with its bid or within seven (7) calendar days thereafter the following information:

Bidder must provide a listing of similar projects as required and outlined herein. This list must include the following information:

1. Recent Project Information:
2. Account name
3. Contact person
4. Phone number
5. Size of account
6. Acreage site
7. Project staffing, and
8. Length and type of services provided
9. Assigned Personnel Information

The Contractor must submit a list of assigned personnel for this Contract:

Names

1. Telephone numbers (land line and cell)
2. The City may elect to do a background check and any or all assigned employees including any of the subcontractor's personnel
3. Bidders must provide a listing of equipment to be used under this contract including the following information:
4. Type of Equipment
 - a. Make
 - b. Model
 - c. Indicated if Owned or Leased
 - d. Identification Number

6.10. COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT LAWS

As part of its Compliance with All Laws, as set forth hereinabove, Contractors must observe and comply with, all Federal, State and Local Government Laws. No provision of this Contract limits or is intended in any way to limit, Contractor's obligation to observe and comply with all Laws

By entering into this Contract, Contractor also acknowledges that **U.S. EPA, U.S. DOT, USDA** and other agencies of the federal, state and local governments have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract or the Sale and Removal of Tree Material.

By entering into this Contract, Contractor acknowledges and agrees that if Contractor fails to comply with All Laws, the City may terminate this Contract in accordance with the default provisions of this contract. By entering into this Contract, Contractor further acknowledges and agrees that such termination may adversely affect Contractor's eligibility for future contract awards.

Contractor must comply with all applicable federal, state and local laws, statutes, regulations, policies, orders and quarantines relating to the movement of wood or plant material. For example, the Contractor will comply with all

applicable provisions of the quarantines ordered by the U.S. Department of Agriculture and the Illinois Department of Agriculture relating to the Emerald ash Borer, ash trees and parts or cut non-coniferous firewood. Contractor will obtain ant required permits, certificates, inspections and compliance agreements under such quarantines. The City shall not be liable for any violation committed on the part of the Contractor.

6.11. PERMITS

The Contractor must possess all applicable permits, licenses, vehicle stickers, certificates and license required by the City of Chicago and/or other State or Federal requirements as may be necessary to legally perform its contract obligations under this contract. All permits, licenses, vehicle stickers, certificates and licenses must be kept current throughout the life of the contract.

Copies of all applicable permits must be displayed at the site. The Contractor must show evidence of, and keep current throughout the term of this contract, and all applicable permits issued by the applicable Federal, State, City and other local government body's and agency's law, ordinances, rules, regulations and codes, including but not limited to, the Resource Conservation and Recovery Act, the comprehensive Environmental Response, Compensation and Liability Act, The Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, and the clean Water Act, the Illinois Environmental Protection Act, the Municipal Code of the City of Chicago, currently in effect, and as amended during the course of this contract period.

When requested by the Commissioner of Streets and Sanitation, the Contractor will submit copies of all required permits and/or licenses as required by applicable law, within the time frame requested by the Commissioner. Copies of all permits that require periodic renewal must be forwarded to the Commissioner throughout the duration of this contract. Non-compliance with this requirement may be cause for termination of this contract.

6.12. HOURS OF OPERATION

The regular hours of operation for both department locations will be 6:00 a.m. to 2:30 p.m. Monday through Friday.

If Contractor wishes to Sale and Remove Tree Material during hours other than the regular hours of operation noted above, the Contractor must request so in writing to the Commissioner or his designated representative within Forty-eight (48) hours, The Commissioner or his designated representative must approve this request.

In the event of heavy weather related storms and/or emergencies, the Contractor may be required to change the regular hours of operation and/or days of the week at the discretion of the Commissioner of the Department of Streets and Sanitation or his designated representative.

6.13. WORK DATA AND RECORDS

All books and accounts kept by the Contractor in connection with the Contract will be open to the inspection of the Commissioner. Promptly following the preparation of certified payrolls of the Contractor and of each subcontractor, the Contractor will furnish the Commissioner with such number as may be required of certified copies of such payrolls.

The Contractor and each Subcontractor will also keep an accurate record showing the names and occupation of all laborers and workers employed by them in connection with the Work; and showing also the actual hourly wages paid to each of such workers, which record will be open at all reasonable hours to the inspection of the Commissioner and to the director of Labor (State of Illinois) and their agents or designees.

The Contractor, will at any time when required furnish to the Commissioner a written statement, verified by affidavit, giving the names and addresses of all persons, firms, and corporations who have up to the date thereof furnished labor or materials in or about the performance of this Contract, and the amounts due or to become due to said parties.

The Contractor and all Subcontractors will furnish the Commissioner with such information as he may require relating to the Sale and Removal of Tree Material, including all information necessary to determine the cost of the Sale and Removal of Tree Material, such as the number of workers employed, their pay, the distribution of labor into the Work item, and any other information which the Commissioner may require. The Contractor will, on request, furnish the Commissioner with copies of delivery tickets and invoices, in triplicate, covering all expenditures on the Contract.

6.14. VISITING CITY LOCATIONS

The Contractor will visit the site of the proposed Sale and Removal of Tree Material and become thoroughly familiarized with the location and conditions which will be encountered and which will affect the proposed Sale and Removal of Tree Material. No allowance will be granted because of lack of knowledge of such conditions.

Such an examination of the City Locations will be presumed upon submittal of a bid proposal and submission of a bid proposal will constitute the Contractors acceptance of all site conditions. To arrange a visit to the City Locations please contact Mike Brown at 312-746- 5261.

6.15. PUBLIC CONVENIENCE

All Sale and Removal of Tree Materials performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the Sale and Removal of Tree Material is performed. The Contractor is responsible for conducting all Sale and Removal of Tree Materials in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

6.16. PROTECTION OF OBLIGATIONS, DAMAGES AND REPAIRS

The Contractor must provide protection for all obligations under this contract until the Sale and Removal of Tree Material has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the Sale and Removal of Tree Material, where such damage is directly due to Sale and Removal of Tree Material under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractors subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

6.17. SALE AND REMOVAL OF TREE MATERIALS SERVICES PERFORMED AT A CITY FACILITY

Calls Outs and Response Time for Sale and Removal of Tree Material

The City will call the Contractor and make a request for the Sale and Removal of Tree Material. The Contractor is required to respond to all calls within twenty four (24) hours of call out. Once the contractor responds to the initial call to remove tree debris, all tree debris must be removed within fourteen (14) calendar days, or as agreed upon by the City or an Authorized Representative.

If the Contractor fails to respond within twenty four (24) hours, the City may request the Sale and Removal of Tree Material in writing. If the Contractor fails to respond to the City's written request, the Contractor may be found Default under this Contract.

Employees

The Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of Sale and Removal of Tree Materials required under this contract.

Character of Employees

The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the Sale and Removal of Tree

Material, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the Sale and Removal of Tree Materials and will not employ such employee again for the Sale and Removal of Tree Materials under this Contract, except with the written consent of the Commissioner. The Contractor will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any Sale and Removal of Tree Material to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any employee who proves to be incompetent or negligent in his/her duties.

Equipment on City Property

While on City premises, the Contractor will not store any equipment, tools or materials without prior approval from the Commissioner. Upon prior approval from the Commissioner, Contractor may store the following types of equipment on City property: tub grinders, clams, front end loaders, dump trucks and chippers, only if the equipment will be used for Sale and Removal of Tree Materials under this Contract. The City will not be responsible for or liable to pay the Contractor for any loss or damage of equipment, tools or materials stored on City property. The Contractor, during normal hours, may employ the equipment to grind the material purchased under this Agreement on site. The Contractor may not use City property to grind material from any other source.

The Contractor must provide all documentation including vehicle identification information for all the equipment the Contractor is required by the specification to possess at the time of the bid opening. If the Contractor does not possess (i.e. own, or lease) all of the equipment at the time of bid opening, the Contractor must, with its bid, provide complete description of equipment the Contractor anticipates owning or leasing for the Contract. The Contractor must provide documentation evidencing its ability to obtain the equipment. Crews will report to the Work site with the appropriate equipment to perform the Sale and Removal of Tree Material specified.

Maintenance, Repairs and Failures

The Contractor will be fully responsible for all maintenance of its equipment and will keep the equipment in good operating condition at all times. In addition, the Contractor will promptly make all repairs as needed.

Unsecured parking may be made available on sites. However, the Contractor will be fully and solely responsible for any damage to and will safeguard all vehicles, equipment, tools and materials at all times.

The Contractor will pay for all service, parts and mechanic's time in the event one of their pieces of equipment breaks down during the course of its engagement under this Contract. The City will not be liable for any costs associated with such equipment failure or subsequent maintenance. The Contractor must repair the equipment within a maximum of two (2) hours or send a replacement for the downed piece(s) of equipment.

The Contractor will inspect the equipment at least once per week, regularly and/or systematically examine, adjust, clean and lubricate as required, and when conditions warrant, repair or replace all equipment components. The Contractor will periodically examine all safety devices and governors and will keep equipment safe and presentable at all times. The exterior of the equipment will be properly maintained at all times. All tools and supplies necessary to execute this contract will be in safe working condition at all times. The Contractor will furnish all labor and materials for mobile repairs at no additional cost to the City.

If a piece of equipment becomes inoperative on more than three (3) occasions, that piece of equipment must not be used for the Sale and Removal of Tree Material under this Contract. The Chief Procurement Officer may deem the repeated failure of the Contractor to provide adequate and properly performing equipment as an Event of Default under this Contract.

Vehicle Identification

On all vehicles used for the Sale and Removal of Tree Material of this Contract, both vehicle doors will prominently display the Contractor's name, address and telephone number.

The Contractor will have two (2) project signs with legible lettering on a white background secured to each vehicle used during the performance of work for this contract.

EXAMPLE: The sign must read as follows:

DEPARTMENT OF STREETS AND SANITATION CREW:
DEPARTMENT OF STREETS AND SANITATION
CITY OF CHICAGO
SALE AND REMOVAL OF TREE MATERIAL

6.18. CONFIDENTIALITY

All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Sale and Removal of Tree Materials or the project to which the Sale and Removal of Tree Materials pertain without the prior written consent of the Commissioner of the Department of Streets and Sanitation.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

6.19. EXCEPTIONS

If a bidder takes exception to other provisions of the specification, the Chief Procurement Officer may reject the bid as non-responsive in the event that the Chief Procurement, in his or her sole opinion, determines such exception(s) to be material exception(s).

7. PROPOSAL PAGES

City of Chicago
Catalog RFQ - Lines By Group

RFQ Header Information

Please Respond By 3/11/2011

RFQ Number 3439

Ship To Location 081-4051 BUR FOREST

For More Information Please Contact BERNIE HARGES

RFQ Description SALE AND REMOVAL OF TREE MATERIAL

Special Instructions

Your Quote is Effective as of 3/11/2011

RFQ Status Active

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type WORK SERVICES / FACILITIES MAINT.

Specification 86452

Target Market NO

Procurement Type BID

Advertise Date 1/31/2011

Bid Deposit Required NO

WEB BID Edit Rules GROUP

Compliance Officer

Compliance Type Description

Compliance Type Description		Percentage Type Desc	Required %
Minority Owned Business Enterprise		Target Percentage Rate	25.00 %
Women Owned Business Enterprise		Target Percentage Rate	5.00 %

City of Chicago
Catalog RFQ - Lines By Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Work Services	9479860510	94798	FORESTRY SERVICES - SALE OF LOGS, ZONE 1, O'HARE RECYCLING CENTER (REVENUE GENERATING)	ZONE ONE (1)	Load	750	\$	(N/A)	\$	(N/A)	
2	Work Services	9479860500	94798	FORESTRY SERVICES - SALE OF WOOD CHIPS, ZONE 1, O'HARE RECYCLING CENTER (REVENUE GENERATING)	ZONE ONE (1)	Load	548	\$	(N/A)	\$	(N/A)	
Total Group Extended Price										\$		
3	Work Services	9479860511	94798	FORESTRY SERVICES - SALE OF LOGS, ZONE 2, 900 E. 103RD. ST. (REVENUE GENERATING)	ZONE TWO (2)	Load	1134	\$	(N/A)	\$	(N/A)	
4	Work Services	9479860501	94798	FORESTRY SERVICES - SALE OF WOOD CHIPS, ZONE 2, 900 E. 103RD. ST. (REVENUE GENERATING)	ZONE TWO (2)	Load	919	\$	(N/A)	\$	(N/A)	
Total Group Extended Price										\$		
Total Price										\$		

8. ADDITIONAL PROPOSAL INFORMATION

8.1. PERSON TO CONTACT REGARDING BID:

NAME: _____ PHONE (____) _____

ADDRESS: _____

8.2. REFERENCES:

Bidder must be in the business of Sale of Tree Material and demonstrate sufficient capacity to furnish the Sale and Removal of Tree Materials as specified herein. Therefore, upon request of the Chief Procurement Officer or authorized representative, the Bidder, must submit the following information.

A listing of previous and current contracts similar in type. The list must include the following information:

1. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF SERVICE: _____
DATE(S) SERVICE PERFORMED: _____
DOLLAR VALUE OF SERVICE: \$ _____
2. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF SERVICE: _____
DATE(S) SERVICE PERFORMED: _____
DOLLAR VALUE OF SERVICE \$ _____
3. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF SERVICE: _____
DATE(S) SERVICE PERFORMED: _____
DOLLAR VALUE OF SERVICE: \$ _____
4. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF SERVICE: _____
DATE(S) SERVICE PERFORMED: _____
DOLLAR VALUE OF SERVICE: \$ _____
5. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF SERVICE: _____
DATE(S) SERVICE PERFORMED: _____
DOLLAR VALUE OF SERVICE: \$ _____

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning bidder's record of past performance.

8.3. LIST OF EQUIPMENT AND VEHICLES

[illegible]

(If Additional Listing Is Required Attach A Separate Sheet Of Paper To This Proposal Page.)

8.4. EXCEPTIONS (EXPLAIN):

The Bidder's failure to furnish the above information, upon request, will result in the disqualification of the Bidder.

9. AFFIDAVIT OF CHICAGO BUSINESS

This is a competitively bid Contract. Failure to complete and submit this form with the bid at the time of the bid opening may be cause for rejection of the bid for being non-responsive.

1. Is bidder/proposer a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language?

() Yes () No

2. Street address of principal place of business:

3. How many persons are currently employed by bidder? _____

4. How many of bidder's current employees service at City of Chicago locations: _____

5. Is bidder subject to City of Chicago taxes?

() Yes () No

Signed _____

Printed Name _____

Title _____

(Representative capacity)

County of _____

State of _____

Acknowledged under oath on (date) _____

Before me by _____

As

(title)

of (firm) _____

Notary Public

Seal

Commission expires: _____

10. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

10.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Proposer must complete an online EDS prior to the bid opening date.

A PROPOSER THAT DOES NOT FILE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

10.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

10.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

10.4. ONLINE EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

10.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

10.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ Invitation number, if you were provided with an invitation number.
- _____ Site address that is specific to this EDS.
- _____ Contact that is responsible for this EDS.
- _____ EDS document from previous years, if available.
- _____ Ownership structure, and if applicable, owners' company information:
 - _____ % of ownership
 - _____ Legal Name
 - _____ FEIN/SSN
- _____ City of Chicago Vendor Number, if available.
- _____ Address
- _____ List of directors, officers, titleholders, etc. (if applicable).
- _____ For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ Contract related information (if applicable):
 - _____ City of Chicago contract package
 - _____ Cover page of City of Chicago bid/solicitation package
 - _____ If EDS is related to a mod, then cover page of your current contract with the City.
- _____ List of subcontractors and retained parties:
 - _____ Name
 - _____ Address
 - _____ Fees – Estimated or paid

10.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A: An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**INSTRUCTIONS FOR COMPLETING
CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

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

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS.

"Entity" or **"Legal Entity"** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. Controlling entities. Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

11. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No.: 86452** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/Rfq), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
Corporate Secretary Signature

(Affix Corporate Seal)

State of _____
County of _____

This instrument was acknowledged before me on this _____ day of _____, 2011 by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____
(Seal)

Commission Expires: _____

12. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No.: 86452** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (RFQ 2987), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)**

_____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 2011.

Notary Public Signature: _____
(Seal)

Commission Expires: _____

13. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.: 86452** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (RFQ 2987), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 2011 by _____
(name/s of person/s)

Notary Public Signature: _____
(Seal)

Commission Expires: _____

14. PROPOSAL ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: \$ _____

Fund Chargeable: 010-0100-081-4051-0140-0140

City Comptroller

Chief Procurement Officer

Mayor

Contract Awarded and Released on this _____ day of _____, 2011

15. ATTACHMENT NUMBER ONE (1): LICENSE AGREEMENT

SALE AND REMOVAL OF TREE MATERIAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 2011 by and between, the **CITY OF CHICAGO**, an Illinois Municipal Corporation and home rule unit of government, acting by and through its Department of General Services and by and through its Department of Streets and Sanitation (the "City"), and _____ (the "Contractor") whose offices are located at _____.

RECITALS

WHEREAS, City has selected Contractor as the winning respondent to perform the services and tasks pursuant to City's "Sale and Removal of Tree Material" Specification No. 86452 RFQ No. 3439 (the "Contract"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, City is the owner of certain property located at 10001 West Bryn Mawr Avenue in Chicago, Cook County, Illinois and is the Tenant of certain property located at 900 East 103rd Street property in Chicago, Cook County, Illinois, which includes the waste transfer sites depicted in **Exhibit B-1** and **Exhibit B-2** attached hereto and made a part hereof (collectively the "Fixed Transfer Sites"); and

WHEREAS, City is the owner of the property located at 4101 North Oak Park Avenue, 2505 West Grand Avenue, 4623 West Homer Street, 4255 West Ferdinand Street, 2348 South Ashland Avenue, 3859 South Iron Street, 829 West 120th Street, and the Tenant of the 4600 West 72nd Street in Chicago, Cook County, Illinois (collectively the "Emergency Transfer Sites"); and

WHEREAS, Contractor requires access the Fixed Transfer Sites on a recurring basis and access to the Emergency Transfer Sites on an as-needed basis, as determined by City's Department of Streets and Sanitation ("DSS"), in order perform the services and tasks pursuant to the Contract; and

WHEREAS, pursuant to the Contract, City has agreed to allow Contractor recurring access to the Fixed Transfer Sites and as-needed access to the Emergency Transfer Sites depicted on **Exhibit C** attached hereto and made a part hereof (collectively the "Premises"); and

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the Parties hereto agree and covenant as follows:

SECTION 1. GRANT

City hereby provides Contractor with non-exclusive license and right of access to the Premises for the purpose of performing the services and tasks pursuant to the Contract.

SECTION 2. TERM

The term of this License Agreement ("Term") shall commence on the execution date ("Commencement Date"), and shall end upon the termination of the Contract.

SECTION 3. LICENSE FEE

- 3.1 **Fee.** Contractor shall pay a license fee for the Premises in the amount of: One Dollar (\$1.00) for the entire term, the receipt and sufficiency of said sum being herewith acknowledged by both parties.

Contractor shall also pay all amounts due under the Contract with respect to the marketing of tree debris material. Contractor shall also bear all other costs of its operations on the Premises in performing the tasks and services under the Contract, including, without limitation, costs of utilities, equipment, security, insurance, hauling and taxes.

SECTION 4. USE, ALTERATIONS AND ADDITIONS

- 4.1 **Shared Use.** City agrees to cooperate in the shared use of the Premises with the Contractor, subject to Section 9.14 below, and subject to the terms of the Contract.
- 4.2 **Use of the Premises.** Contractor shall not use the Premises in a manner that would violate any Law. Contractor further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to performing the services and tasks pursuant to the Contract. These activities do not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Contractor shall not use said Premises for political or religious activities. Contractor agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, creed, color, sexual orientation, or national origin.
- 4.3 **Alterations and Additions.** Contractor may not make any alterations, additions, and improvements to the Premises, or store any other equipment on the Premises other than that directly used in the performance of the tasks and services required under the Contract.

SECTION 5. ASSIGNMENT AND LIENS

- 5.1 **Assignment and Liens.** Contractor shall not assign this License Agreement in whole or in part without the prior written consent of City, which shall be in City's sole discretion.
- 5.2 **Contractor's Covenant against Encumbering Title.** Contractor shall not do any act which shall in any way encumber the fee simple estate of City (or the owner of the 900 East 103rd Street property) in and to the licensed Premises, nor shall such Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Contractor any claim to, or lien upon, the Premises arising from any act or omission of Contractor.

- 5.3 Contractor's Covenant against Liens. Contractor shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Contractor or claimed to have been furnished to Contractor. In case of any such lien attaching, Contractor shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which Contractor appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Contractor shall immediately pay any judgment rendered against Contractor, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Contractor fails to pay and remove any lien or contest such lien in accordance herewith, City, at its election, may pay and satisfy same, and all sums so paid by City, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

SECTION 6. INSURANCE AND INDEMNIFICATION

- 6.1 Insurance. Contractor shall procure and maintain at all times, at Contractor's own expense, during the term of this License Agreement, the insurance coverages and requirements specified in the Contract.
- 6.2 Indemnification. Contractor shall indemnify, defend, and hold City harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Contractor or City by reason of Contractor's performance of or failure to perform any of Contractor's obligations under this License Agreement or the Contract, or Contractor's negligent acts or failure to act, or resulting from the acts or failure to act of Contractor's contractors, respective officers, directors, agents, invitees, or employees.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

- 7.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any governmental decision or action with respect to this License Agreement by the City.
- 7.2 Duty of Comply with Governmental Ethics Ordinance. City and Contractor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

SECTION 8. FAILURE TO REMOVE PERSONS AND PROPERTY

- 8.1 Failure to Remove Persons and Property. Failure of Contractor to immediately remove all of Contractor's persons and personal property from the Premises at the end of the Term of this License Agreement shall obligate the Contractor to pay the City a license fee of \$1,000 per day for each day of such holdover use

until such time as such removal occurs. During such unauthorized use period, all other provisions of this License Agreement shall remain in full force and effect.

SECTION 9. MISCELLANEOUS

- 9.1 **Notice.** All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Contractor to City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to City as follows:

City of Chicago
Department of Streets and Sanitation
121 North LaSalle Street, Room 700
Chicago, Illinois 60602

And
City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as City may from time to time designate by written notice to Contractor. All notices, demands, and requests by City to Contractor shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Contractor as follows:

or at such other place as Contractor may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon Contractor by City, or upon City by Contractor, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

- 9.2 **Partial Invalidity.** If any covenant, condition, provision, term or agreement of this License Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this License Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this License Agreement shall be valid and in force to the fullest extent permitted by law.

- 9.3 Governing Law. This License Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois.
- 9.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this License Agreement. This License Agreement contains the entire agreement between the Parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto.
- 9.5 Captions and Section Numbers. The captions and section numbers appearing in this License Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this License Agreement nor in any way affect this License Agreement.
- 9.6 Binding Effect of License Agreement. The covenants, agreements, and obligations contained in this License Agreement shall extend to, bind, and inure to the benefit of the Parties hereto and their legal representatives, heirs, successors, and assigns.
- 9.7 Time is of the Essence. Time is of the essence of this License Agreement and of each and every provision hereof.
- 9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this License Agreement shall be deemed or construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto.
- 9.9 Authorization to Execute License Agreement. The Parties executing this License Agreement hereby represent and warrant that they are duly authorized and acting representatives of City and Contractor respectively and that by their execution of this License Agreement, it became the binding obligation of City and Contractor respectively, subject to no contingencies or conditions except as specifically provided herein.
- 9.10 Termination of License Agreement. This License Agreement shall terminate upon the termination of the Contract. Such termination shall be without prepayment or penalties.
- 9.11 Force Majeure. When a period of time is provided in this License Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, acts of terrorism, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.
- 9.12 Amendments. From time to time, the parties hereto may amend this License Agreement with respect to any provisions reasonably related to Contractor's use of the Premises and/or City's administration of said License Agreement including, but not limited to, additional future Fixed Transfer Sites and/or Emergency Transfer Sites. Provided, however, that such Amendment(s) shall not serve to extend the term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and Contractor. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such

Amendment(s) shall become a part of this License Agreement and all other provisions of this License Agreement shall otherwise remain in full force and effect.

- 9.13 Primacy of Contract. Where any of the provisions of this License Agreement shall conflict with the Contract, the Contract shall control.
- 9.14 City Use Paramount. The parties acknowledge that the most important use of the Premises is for City operations as determined by City. Contractor shall refrain from undertaking any activities that interfere with City's primary use of the Premises.

SECTION 10. ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

- 10.1 Satisfaction with Condition. Contractor agrees that Contractor has inspected the Premises and all related areas and grounds and that Contractor is satisfied with the physical condition thereof.
- 10.2 Repairs for Contractor Negligence, Vandalism, or Misuse. Contractor shall assume responsibility for any repairs to any portion of the Premises necessitated by the negligence, vandalism, misuse, theft, or other acts on any portion of the Premises by Contractor's employees, clients, invitees, agents, or contractors, or by unauthorized persons.
- 10.3 Security. Contractor acknowledges that City shall have no security obligations relative to Contractor's use of the Premises. Contractor shall be responsible for properly securing Contractor's equipment and supplies.
- 10.4 No Alcoholic Beverages. Contractor agrees that no alcoholic beverages of any kind or nature shall be sold, given away, or consumed on the Premises by Contractor or Contractor's employees, agents, or consultants.
- 10.5 Illegal Activity. Contractor, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Contractors, is illegal, or increases the rate of insurance on the Premises.
- 10.6 Hazardous Materials. Contractor shall keep out of the Premises any materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of City's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.
- 10.7 Permits. For any activity which Contractor desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Contractor prior to using the Premises for such activity. The City of Chicago, Department of Streets and Sanitation and Department of General Services, must be notified of any such license or permit..
- 10.8 Condition at Termination. Upon the termination of this License Agreement, Contractor shall remove all equipment and/or materials placed on the Premises by Contractor or anyone acting by or under Contractor. Said removal shall be without cost to City.

- 10.9 No Fee. Contractor shall not charge a fee to anyone for use of the Premises.
- 10.10 No Other Rights. This Agreement does not give Contractor any other right with respect to the Premises. Any rights not specifically granted to Contractor by and through this document are reserved exclusively to City. Execution of this agreement does not obligate City in any manner and City shall not undertake any additional duties or services at City's sole discretion.

SECTION 11. CONTRACTOR DISCLOSURES AND REPRESENTATIONS

- 11.1 Business Relationships. Contractor acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Contractor hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this License Agreement or the transactions contemplated hereby.
- 11.2 Patriot Act Certification. Contractor represents and warrants that neither Contractor nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Contractor that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Contractor, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

- 11.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 05-1. Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's contractors (i.e., any person or entity in direct contractual privity with Contractor regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the

term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that from the date the City approached the Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.

2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as Contractors.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

11.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Contractor's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Contractor's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Contractor's eligibility for future contract awards.

11.5 Cooperation with Office of Inspector General and Office of Compliance. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, Contractor acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this License Agreement, including, without limitation, making available to the Office of the Inspector General and the Executive Director the department's premises, equipment, personnel, books, records and papers. Contractor agrees to abide by the provisions of Chapter 2-26-110 et seq.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the day and year first above written.

CITY OF CHICAGO, an Illinois Municipal Corporation,
and home rule unit of government

BY: THE DEPARTMENT OF STREETS AND SANITATION

By: _____
Commissioner

BY: THE DEPARTMENT OF GENERAL SERVICES

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

[INSERT NAME OF CONTRACTOR]

By: _____

Name: _____

Its: _____

EXHIBIT A

**Sale and Removal of Tree Material
Specification No. 86452
RFQ No. 3439**

(To Come)

EXHIBITS B-1 AND B-2

Fixed Transfer Sites

(To Come)

EXHIBIT C

Emergency Transfer Sites

(To Come)

16. ATTACHMENT NUMBER TWO (2): COOK COUNTY PREVAILING WAGE

COOK COUNTY PREVAILING WAGE FOR FEBRUARY 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	8.460	9.850	0.000	1.770
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550

PLUMBER	BLD	44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD	28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with

Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front

Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in

this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

17. ATTACHMENT NUMBER THREE (3): MAP

