



City of Chicago



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Sponsor(s): Lightfoot (Mayor)

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Title: Authorization of License Agreement with Rose Exterminator Company d/b/a Rose Pest Solutions for establishment of perishable goods cargo fumigation operation at Chicago O'Hare International Airport

Committee(s) Assignment: Committee on Aviation



AVIATION

OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

June 17, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a license agreement with Rose Exterminator Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Lori E. Lightfoot".

Mayor

ORDINANCE

WHEREAS, The City of Chicago ("City") is a home rule unit of government as defined in Article VII, §6(a) of the Illinois Constitution, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease its premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The City is vested with authority to provide for the needs of aviation, commerce, shipping, and traveling to and around the Airport to promote and develop the Airport, and, in the exercise of such power, to enter into agreements with entities to manage City-owned properties at the Airport, upon such terms and conditions as the corporate authorities of the City shall approve; and

WHEREAS, The United States Department of Agriculture requires fumigation treatment of flagged perishable produce and flower shipments that enter United States airports; and

WHEREAS, Without a fumigation service at the Airport, entire flagged shipments will be ordered destroyed and this sector of the air cargo industry will be forced to avoid the Airport in favor of other airports, thereby causing the Airport to lose airport landing fee revenue; and

WHEREAS, Having a certified perishable goods cargo fumigation operation at the Airport allows the produce and flower sector of air cargo to function and grow at the Airport and is important for a cargo super-hub like the Airport, as well as for the City's economy; and

WHEREAS, In order to continue to be able to receive perishable goods at the Airport, the City issued a Request for Proposals ("RFP") for fumigation services at the Airport on September 30, 2019; and

WHEREAS, Rose Exterminator Company d/b/a Rose Pest Solutions ("Rose"), was one of two respondents to the RFP; and

WHEREAS, Rose has been providing fumigation services at the Airport since 2011, operating from time to time pursuant to certain Rights of Entry, and

WHEREAS, The other proposer was not selected because the proposer intended to subcontract the entire operation to a third party vendor, and additionally their financial projections were ambiguous and unacceptably risky to the Airport's perishable cargo operations; and

WHEREAS, The evaluation committee therefore selected Rose to continue to provide fumigation services at the Airport; and

WHEREAS, The City desires to enter into a license agreement (" Agreement") with Rose to continue to provide fumigation services at the Airport pursuant to the terms and conditions set forth in the Agreement in substantially the form of Agreement attached hereto as Exhibit A; and now therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor or the mayor's proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Chicago Department of Aviation ("Commissioner") and the approval of the Corporation Counsel as to form and legality, an Agreement with Rose substantially in the form of such Agreement as is attached hereto as Exhibit A.

SECTION 3. The Commissioner and such other City officials and employees as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

**LICENSE AGREEMENT
BETWEEN THE CITY OF CHICAGO
AND ROSE EXTERMINATOR COMPANY
AT CHICAGO O'HARE INTERNATIONAL AIRPORT**

**LORI E. LIGHTFOOT
MAYOR**

**JAMIE L. RHEE
COMMISSIONER**

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LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2020 ("Effective Date"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Sections 1 and 6(a), respectively, of Article VII of the Illinois Constitution ("City") and Rose Exterminator Company d/b/a Rose Pest Solutions ("Rose or Licensee").

RECITALS

WHEREAS, The City owns and operates that certain airport located within the City, situated in the County of Cook, State of Illinois, and commonly known as Chicago O'Hare International Airport ("Airport"); with power to license premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, The City is vested with authority to provide for the needs of aviation, commerce, shipping, and traveling to and around the Airport to promote and develop the Airport, and, in the exercise of such power, to enter into agreements with entities to manage City-owned properties at the Airport, upon such terms and conditions as the corporate authorities of the City shall approve; and

WHEREAS, The United States Department of Agriculture requires fumigation treatment of flagged perishable produce and flower shipments that enter United States airports; and

WHEREAS, Without a fumigation service at the Airport, entire flagged shipments will be ordered destroyed and this sector of the air cargo industry will be forced to avoid the Airport in favor of other airports, thereby causing the Airport to lose airport landing fee revenue; and

WHEREAS, Rose has been providing fumigation services at the Airport since 2011, initially pursuant to a Right of Entry, and later as a holdover licensee; and

WHEREAS, The City desires to enter into an Agreement with Rose to continue to provide fumigation services at the Airport pursuant to the terms and conditions set forth in this and;

NOW, THEREFORE, for and in consideration of the of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

ARTICLE I - INCORPORATION OF RECITALS AND DEFINITIONS

Section 1.01 Incorporation of Recitals. The recitals set forth above are incorporated by reference as though fully set forth herein.

Section 1.02 Definitions. The following words, terms, and phrases, shall, for the purposes of this Lease, have the following meanings:

"Affiliate" means, except as expressly defined otherwise in a particular provision, a person controlling, controlled by, or under the common control of or in partnership or in other active business with Rose.

"Airport Rules and Regulations" means those rules and regulations governing the conduct and operations of the Airport promulgated from time to time by City.

"Airport Security Acts" means the various acts of the federal government addressing aviation safety and security, as codified in 49 USC '44901 *et seq*, as amended from time to time, and any

regulations promulgated thereunder. Airport Security Acts includes, specifically, without limitation, the Aviation Security Improvement Act of 1990 and Aviation and Transportation Security Act of 2001, as amended, the provisions of which are incorporated in this Agreement by reference, and all rules and regulations promulgated under them.

“Commissioner” means, for the purposes of this Agreement, the Commissioner of the Chicago Department of Aviation of the City (or any successor thereto in whole or in part as to his or her duties as the person in charge of the operation of the Airport on behalf of the City), or such person as she or he may designate in writing, or any successor to her or his rights and duties.

“Contractor” means any supplier of materials, any furnisher of services, any contractor of any tier, and any labor organization which furnishes skilled, unskilled, and craft union skilled labor, or any other entity which may provide any materials, labor, or services in connection with this Agreement at the direction of or on the behalf of Rose.

“Environmental Law” means any law relating to health or the environment, 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, hazardous materials, special wastes or other contaminants.

“Federal Aviation Administration” (sometimes abbreviated as "FAA") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“Improvements” means any facilities, structures or other fixtures added to or made on the Premises by Rose. Facilities, structures or other fixtures existing within the Premises as of the Effective Date are part of the Premises.

“Municipal Code” means the Municipal Code of the City of Chicago.

“Premises” means those areas designated on Exhibit A hereto, together with any existing facilities, structures or other fixtures located therein.

“Rent” means, unless the context specifically otherwise requires, any amount which Rose is obligated to pay the City under this Agreement.

“Transportation Security Administration” (sometimes referred to as "TSA") means the federal Transportation Security Administration created by the Aviation and Transportation Security Act of 2001, or any successor agency thereto.

“Work” means the furnishing by Rose and its Contractors of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of Improvements, and the carrying out of all the related duties and obligations under the terms and conditions of this Lease.

Section 1.03 Interpretation. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement. The term "including" shall be construed to mean "including, without limitation" Unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement; all section references, unless otherwise expressly indicated, are to sections of this Agreement; words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons. Words of

any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to the Agreement, any exhibit or document shall be deemed to include all supplements and/or amendments to the Agreement or any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement. All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

Section 1.04 Incorporation of Exhibits. The following exhibits attached hereto are made a part of this Agreement:

Exhibit A	Premises
Exhibit B	Rent
Exhibit C	Insurance Requirements
Exhibit D	Economic Disclosure Statement

ARTICLE II - PREMISES

Section 2.01 Lease of Premises. City hereby licenses to Rose, and Rose hereby licenses from City, the Premises, as described in Exhibit A. Upon completion of any Improvements constructed from time to time by Rose on the Premises, such Improvements shall become property of the City and part of the Premises without need for amendment of this Agreement.

Section 2.02 Easements and Rights of Entry.

A. Rose's licensing of the Premises is subject to any and all easements, licenses and other rights with respect to the Premises granted to or vested, now or in the future, in any other governmental entities or agencies, such as the FAA or TSA.

B. City retains the right to enter upon the Premises at any time without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Rose, and do all things necessary to operate and maintain, electrical, mechanical, HVAC, water and/or sewer systems that may require access through the Premises. The City shall operate and maintain only its water mains and sewer mains, and assumes no responsibility or liability for the operation or maintenance of any sewer or water laterals within the Premises that are used exclusively by Rose.

Section 2.03 Permitted Uses of Facilities. Rose is hereby granted the use of the Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City, for any and all activities reasonably necessary or convenient in connection with the uses permitted below. All such permitted uses shall be conducted in compliance with applicable health and safety requirements and shall not be conducted in such a manner so as to interfere with the City's operation of the Airport or the benefit of all aircraft using the Airport. Rose is permitted to use the Premises for maintaining and operating a fumigation facility at the Airport.

Section 2.04 Quiet Enjoyment. Subject to the provisions of this Agreement, City covenants that, so long as Rose complies with all of its obligations hereunder and is not in default of any of its obligations, Rose shall be entitled to and shall have the occupancy, use and enjoyment of the

Premises and may exercise the rights and privileges granted to it hereunder; provided, however, that the exercise of such rights and privileges shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, or be offensive to others at the Airport. In the event that Rose is not in compliance with this Section, at the written request of the Commissioner, Rose shall immediately conform the demeanor or conduct of Rose or its Contractors and their respective officials, agents, employees, guests, patrons, and invitees accordingly.

Section 2.05 Ingress and Egress. Subject to Airport Rules and Regulations, Rose shall have the right and privilege of ingress to and egress from the Premises and the public areas of the Airport, for its Contractors, employees, agents, guests, patrons, and invitees.

Section 2.06 Present Condition of Premises. Rose, by the execution of this Agreement, accepts the Premises "AS IS". The City acknowledges that it has installed a six (6) foot fence around the perimeter of the Premises for the benefit of Rose. The City will only be responsible for any usual wear and tear replacement or repair needed for the fence. Rose shall be responsible for the compliance of the Premises with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, regulations, and orders, including any and all requirements set forth in Article VII hereof. Other than what may be explicitly provided for herein, the City shall have no obligation or responsibility whatsoever to do any work or furnish any improvements of any kind to the Premises or perform any maintenance or repairs on the Premises. CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES (INCLUDING ANY ENVIRONMENTAL CONDITION) OR THAT THE PREMISES SHALL BE SUITABLE FOR ROSE'S PURPOSES OR NEEDS. CITY SHALL NOT BE RESPONSIBLE FOR ANY LATENT DEFECT AND ROSE SHALL NOT, UNDER ANY CIRCUMSTANCES, WITHHOLD ANY RENT OR OTHER AMOUNTS PAYABLE TO CITY HEREUNDER ON ACCOUNT OF ANY DEFECT IN THE PREMISES. BY ITS ENTRY ONTO THE PREMISES, ROSE ACCEPTS THE PREMISES AS BEING FREE AND CLEAR FROM ALL DEFECTS AND IN GOOD, SAFE, CLEAN, AND ORDERLY CONDITION AND REPAIR. Rose waives any and all claims against the City regarding the condition of the Premises which may currently exist or which may arise in the future by contract, at common law, in equity, or under statute, now or then currently in effect, including those which relate to environmental conditions on, under, or near the Premises; provided, however, that such waiver does not extend to (i) Rose's right to contribution from the City as may be provided under any Environmental Law, and (ii) fines and penalties for which the City would be liable, and Rose would not be liable, under any Environmental Law.

Section 2.07 Rose shall have the responsibility to ensure that the Premises are in compliance with applicable provisions of the Americans with Disabilities Act and other applicable laws and regulations governing access. If any action is necessary to achieve compliance, Rose shall submit a plan for achieving such compliance to the Commissioner within thirty (30) days of execution of this Agreement by Rose, excluding the office trailer owned by Rose.

Section 2.08 Covenant Against Waste. Rose will not do or permit or suffer any waste, damage, impairment or injury to or upon the Premises or any part thereof.

Section 2.09 Signs. The number, general type, size, design, and location of any signs installed by Rose on the Premises shall be subject to the prior written approval of the Commissioner. Rose is responsible for obtaining all other necessary permits.

Section 2.10 Removal of Rose's Property.

A. The personal property installed by Rose in the Premises shall remain the property of Rose and must be removed on or before the expiration of the term or the expiration of any extension or renewal thereof at Rose's sole risk and expense. Any damage to the Airport, the Premises, or any fixtures located therein, resulting from such removal shall be paid for by Rose. In the event of the termination of this Agreement, by default or otherwise, Rose shall have thirty (30) days after such termination during which to remove such property; provided, however, City shall have the right to assert such liens against said property as City may by law be permitted. So long as any such property remains in the Premises, Rose's obligation to pay City Rent and any other sums which may be due the City under the Agreement shall continue.

B. If Rose's property is not removed as herein provided, City may, at its option, deem such property abandoned and keep such property or after written notice to Rose and at Rose's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Rose to City, and any balance remaining shall be paid to Rose.

ARTICLE III - TERM

Section 3.01 Term. The term of this Agreement ("Term") shall be for the period commencing on the Effective Date and terminating on the fifth (5th) anniversary thereof, unless sooner terminated in accordance with the provisions set forth in this Agreement.

Section 3.02 Early termination. The City may terminate this Agreement, for all or a portion of the Premises, by 60 days prior written notice to Rose.

ARTICLE IV - RENT

Section 4.01 Rent. In consideration of this Agreement for lease of the Premises, Rose shall pay Rent to the City in the amount set forth in Exhibit B.

Section 4.02 Method and Manner of Payment. Rose shall, on or before the fifteenth (15th) day of each month during the term of this Agreement, pay to City, at the office of the City Comptroller, 121 N. LaSalle; 7th Floor, Chicago, Illinois 60602, or to such other place or person as City may direct Rose by written notice, the monthly payment for use of the Premises.

Section 4.03 Utilities. Rose shall be responsible for payment of all costs of **separately metered** utilities for the Premises, including, but not limited to, natural gas, water, sewer and electricity furnished to the Premises.

Section 4.04 Permits, Licenses. Rose shall be responsible for obtaining, at its own expense, all necessary governmental approvals, inspections, permits, or licenses needed in connection with the Premises, any business conducted thereon, or any Work performed thereon.

ARTICLE V- CONSTRUCTION, MAINTENANCE & REPAIR

Section 5.01 Improvements. Rose may from time to time construct or install in the Premises, at its own expense, Improvements, including facilities and equipment, and any additions thereto,

reasonably necessary in connection with any use permitted under the provisions of this Agreement, subject to the prior written approval of the Commissioner. Rose shall submit the plans and specifications for any Improvements to the City for the Commissioner's approval pursuant to Section 5.02 no later than 180 days prior to the date that Rose desires to commence construction. Commencement of the Improvements shall not occur prior to receipt of the Commissioner's approval for the plans and specifications and receipt of all necessary permits and insurance coverages. Rose shall thereafter diligently pursue construction of the Improvements until fully completed in a condition reasonably acceptable to City.

Section 5.02 Construction Requirements.

A. Any construction of Improvements shall commence only after Rose obtains (except as provided in D below) any building or construction licenses or permits as may be required by federal, state or local laws or regulations and any additional insurance coverage required by this Agreement. The construction of the Improvements shall be in conformance with all applicable City codes, ordinances, orders and regulations and FAA regulations, whichever are more restrictive, and the conduct of performing such Work shall be in accordance with the procedures and standards set forth in Exhibit C attached hereto, and subject to the additional legal requirements set forth in this Agreement.

B. A construction application together with plans and specifications of any proposed construction or installation (including any substantial alteration or addition to a hangar or ramp), a proposed schedule and evidence of insurance coverages required by Exhibit C shall be submitted to the Commissioner for his or her written approval before commencement of construction. Rose shall require the contractor to furnish a payment and performance bond in form and substance acceptable to the Commissioner. Commissioner's approval shall be absolute and may be withheld in his/her sole discretion. Commissioner's approval of any plans and specifications shall not constitute a zoning approval or approval for other purposes or by other agencies or divisions of the City. Any professionals employed by or contracted with by Rose shall be properly licensed and insured to perform their Work.

C. City shall have the right at all times to inspect any and all Work. Notwithstanding its right of review and inspection, the City shall in no way be deemed responsible for any such Work, or the failure of such Work to be completed in accordance with approved plans and specifications, or any applicable laws, codes, statutes, rules or regulations. Any Work performed in connection with any Improvements to the Premises at the direction of Rose, even though performed by contractors, subcontractors or others of any and all tiers working through them, shall be the responsibility of Rose. All Work shall be performed in accordance with the plans and specifications and other documents submitted to and approved by the Commissioner, and any applicable federal, state or local laws, codes, ordinances, statutes, rules, regulations and those requirements set forth in Articles VII and VIII hereof.

D. Nothing herein is intended nor shall it be construed to provide any limitation upon Rose's obligation to comply with the terms and conditions of this Agreement. No City review or approval of any act of Rose or document provided by Rose, including, but not limited to, plans and specifications, shall in any way serve to attenuate, diminish or otherwise limit Rose's obligations hereunder, nor shall any such review or approval constitute a waiver by the City of any non-compliance with the terms and conditions of this Agreement.

Section 5.03 Title. City and Rose mutually agree that any Improvements constructed on the Premises shall become and remain the property of City upon their completion.

Section 5.04 Liens Prohibited. Rose shall keep the Premises free and clear of any and all liens in any way arising out of the construction, improvement, or use thereof by Rose; provided, however, Rose may in good faith contest the validity of any lien, provided such contest does not impair the City's rights with respect to the Premises. City's rights to the Premises and the Airport are and always shall be paramount to the interests of Rose in the Premises. Nothing herein contained empowers Rose to commit or engage in any act which can, shall, or may encumber the rights of City. In no event shall this Agreement or any rights or privileges hereunder be an asset of Rose under any bankruptcy, insolvency, or reorganization proceedings.

Section 5.05 Ordinary Maintenance and Repair.

A. Rose acknowledges and agrees that the maintenance of the Premises by Rose is an essential condition of this Agreement, and Rose agrees to perform or cause to be performed all necessary preventive maintenance, repairs, replacements and improvements to the Premises at Rose's sole cost and expense. Rose shall at all times:

1. Keep the Premises and all Improvements and personal property in a clean, safe, and orderly condition and appearance and, to the extent that Rose does not use its own employees, engage reputable janitorial, engineering and pest control contractors;

2. Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and painting; such repairs, replacements, and painting by Rose shall be of a quality not inferior to the standards set forth in any rules and regulations adopted by City for the Airport;

3. Either directly or through a licensed independent contractor, dispose of its garbage, debris, and other waste materials at properly permitted facilities.

B. City has the right to inspect the Premises and direct Rose to make ordinary repairs. City will provide reasonable notice prior to such inspection, unless in an emergency situation, and will notify Rose's representative on the Premises at the beginning of any such inspection.

Section 5.06 Restoration Necessitated by Casualty. Any damage or destruction is herein referred to as a "Casualty". In the event of a Casualty, this Agreement shall terminate effective on the date of the Casualty.

ARTICLE VI - MAINTENANCE AND OPERATION OF AIRPORT

Section 6.01 Regulating the Airport; Airport Operation. City reserves the right to regulate, police and further develop, improve, reconstruct, modify or otherwise alter the Airport in City's sole discretion. City reserves the right, but shall not be obligated to Rose, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or in part. This provision shall

not be interpreted to grant a right to limit or discontinue means of access to the Premises by Rose from outside the Airport from dedicated public streets.

Section 6.02 Other Governmental Functions. Nothing contained herein shall impair the right of City to exercise its governmental functions outside of its role as Airport sponsor, including but not limited to requiring Rose to pay any tax or inspection fees or to procure necessary permits or licenses.

ARTICLE VII SPECIAL CONDITIONS

Section 7.01 Compliance with All Laws. Rose shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders (collectively, "Laws"), including without limitation such Laws as are listed below; provided, however, that Rose may, without being considered to be in breach hereof, contest any such Laws so long as such contest is in good faith, is diligently commenced and prosecuted by Rose, and does not jeopardize the health or safety of persons at the Airport or Airport operations. Any Law that is applicable to this Agreement, but that is not expressly mentioned herein, shall be deemed to be included by reference.

A. Anti-Scofflaw. Rose hereby represents and warrants and shall cause each of its Contractors to represent and warrant, that Rose or such Contractors, as the case may be, is not in violation of Section 2-92-380 of the Municipal Code.

B. Ethics. Rose hereby represents and warrants and shall cause each of its Contractors to represent and warrant that Rose or such Contractors, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code.

C. Inspector General. It shall be the duty of Rose and all officers, directors, agents, partners, and employees of ROSE to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Rose understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

D. Americans with Disabilities Act. Any and all Improvements must be designed and built in compliance with all applicable federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990), 42 U.S.C. 12101 *et seq.* and the Uniform Federal Accessibility Guidelines for Buildings and Facilities and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1991), and the regulations promulgated thereto at 71 Ill. Admin. Code Ch. 1, Sec. 400.110. In the event that the above-cited standards are inconsistent, Rose shall comply with the standard providing greater accessibility, excluding the office trailer owned by Rose.

E. Conflicts of Interest. Rose represents and warrants that no member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with this Agreement has, or shall acquire, any personal interest, direct or indirect, in this Agreement, or in Rose. Rose further covenants that no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or employee of the City shall be admitted to any share or part of this Agreement or any financial benefit to arise from it.

F. Business Relationships with Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of

such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship.

Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term "business relationship" is defined as set forth in Section 2-156-080 of the Municipal Code as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

G. Non-discrimination.

(1) Federal Requirements. It shall be an unlawful employment practice for Rose (a) 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 individual's race, color, religion, sex, age, handicap, or national origin; or (b) 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 individual's race, color, religion, sex, age, handicap, or national origin. Rose shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 *et seq.* (1981), 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 (1981); Rehabilitation Act of 1973, 29 U.S.C. sec. 793794 (1981); Americans with Disabilities Act, P.L. 101-336; and 41 C.F.R. Part 60, *et seq.* (1990).

(2) State Requirements. Rose shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code '750 Appendix A. Furthermore, Rose shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.*, as amended.

(3) City Requirements. Rose shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code, as amended. Further, ROSE shall furnish and shall cause each of its contractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

H. Affirmative Action Program. Rose assures that it will undertake an affirmative action program which sets forth all applicable Federal standards as required by 14 C.F.R. Part 152,

Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. ROSE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. ROSE assures that it will require that its covered suborganizations provide assurances to ROSE that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

I. Office of Compliance. It is the duty of Rose and its officers, directors, agents, partners and employees to abide by the provisions of Chapter 2-26 of the Municipal Code and to cooperate with the City's Office of Compliance in any investigation or audit undertaken pursuant to Chapter 2-26 of the Municipal Code.

Section 7.02 Environment

A. Compliance with Environmental Laws. Rose shall comply with all Environmental Laws with respect to the Premises. In addition to the indemnifications set forth elsewhere in this Agreement, Rose hereby indemnifies and agrees to defend and hold harmless the City, its agents, partners, officers, representatives and employees, from all Environmental Claims arising from or attributable to: (a) the presence due to Rose's operations of Hazardous Materials and Special Wastes on the Premises or the violation of any Environmental Laws due to ROSE's operations (including, without limiting the generality thereof, any cost, claim, liability, or defense expended in remediation required by a governmental authority, or by reason of any release of any Hazardous Material or Special Waste due to Rose's operations or violation of any Environmental Laws), or (b) any aggravation of any condition on the Premises caused, directly or indirectly, by Rose's operations, or any breach by Rose of any of its warranties, representations or covenants in this Article VII. Rose's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policies affecting the Premises or Rose's operations at the Airport.

ARTICLE VIII - AIRPORT MATTERS

Section 8.01 Airport Rules and Regulations. Rose shall observe and obey all Airport rules and regulations governing the conduct and operations of the Airport, promulgated from time to time by City.

Section 8.02 Federal Legal Requirements. Rose shall comply, and shall cause its Contractors to comply, with all applicable federal laws, codes, regulations, ordinances, rules, directives, assurances and orders applicable to operations at airports including, but not limited to, the following:

A. As a part of the consideration of this Agreement, Rose for itself, its heirs, personal representatives, successors in interest, and assigns, must maintain and operate the facilities and services in compliance with all other requirements imposed under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended. (49 C.F.R. Part 21 - DOT Title VI Assurance - AC 150/5100-15A), if facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits.

B. Rose for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the facilities; (2) in the construction of any improvements on, over, or under the land and the furnishing of services on them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; and (3) ROSE will use the Premises in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended. (49 C.F.R. Part 21 - DOT Title VI Assurance - AC 150/5100-15A)

C. Rose must furnish service on a fair, equal, and not unjustly discriminatory basis to all users of it, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, but ROSE is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

D. Rose assures that it will comply with pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance. This provision obligates Rose or its transferee for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest in them or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, section 520 - AC 150/5100-15A)

E. Rose will practice nondiscrimination in its activities.

F. Rose must insert the above 5 provisions in any agreement by which Rose grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises. (See the documents referenced for the above clauses)

Section 8.03 Other Airport Agreements. Rose's use and occupancy of the Premises shall be and remain subject to any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport and any ordinance or indenture, or both, authorizing bond anticipation notes or bonds or other obligations adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any master indenture.

Section 8.04 Airport Security Acts.

A. This Agreement is expressly subject to the requirements of the Airport Security Acts, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations promulgated under them. Rose is subject to, and further must conduct with respect to its Contractors and the respective employees of each, such employment

investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Acts, Rose must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Rose must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement. Any drawings, plans, and specifications provided by Rose under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Rose must comply with, and require compliance by its Contractors and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Commissioner, Rose must adopt procedures to control and limit access to the Airport and the Premises by Rose and its Contractors and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Rose must have in place and in operation a security program for the Premises that complies with all applicable laws and regulations.

C. Gates and doors located on the Premises and controlled by Rose that permit entry into restricted areas at the Airport must be kept locked by Rose at all times when not in use or under Rose's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Rose until the malfunction is remedied.

D. In connection with the implementation of its security program, Rose may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Rose acknowledges that all such knowledge and information is of a highly confidential nature. Rose covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the TSA or the Commissioner in advance in writing. Rose further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of ROSE's covenants and agreements as set forth in this section.

ARTICLE IX – CITY'S RIGHT TO PERFORM ROSE'S OBLIGATIONS

Section 9.01 City's Right to Perform Rose's Obligations. In the event that Rose fails to perform any of its obligations under this Agreement, the City may, but is not obligated to, after written notice to Rose and without waiving or releasing Rose from any of its obligations hereunder, make any payment or perform any other act which Rose is obligated to make or perform under this Agreement in such manner and to such extent as City may deem desirable; and in so doing City shall also have the right to enter upon the Premises, for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by City, shall be deemed additional Rent hereunder and shall be payable to City upon demand as additional Rent. City shall use

reasonable efforts to give prior notice, which may be oral, of its performance, if reasonably feasible under the circumstances.

City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Rose or any other occupant of the Premises or any part thereof, by reason of making repairs or the performance of any work on the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof and the obligations of Rose under this Agreement shall not thereby be affected in any manner. In doing so, however, City shall use reasonable efforts not to interfere with Rose's operations.

ARTICLE X INSURANCE AND INDEMNITY

Section 10.01 Required Insurance Coverage. Rose shall provide and maintain at all times, at Rose's own expense during the term of the Agreement (and during any period subsequent to the expiration of the Term if Rose is required to return to perform Work or perform any activities to comply with any Environmental Law), the type of insurance specified in Exhibit C, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by Rose, its Contractors or business invitees.

Section 10.02 Additional Obligations of ROSE Regarding Insurance

A. Rose will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. ROSE shall submit evidence of insurance required for Rose's use of the Premises on the City of Chicago insurance certificate of coverage form prior to the execution of the Agreement by the City. Rose shall submit evidence of insurance required for any Work on the Premises prior to the commencement of Work. The City's receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain certificates or other evidence of insurance from Rose shall not be deemed to be a waiver by the City. Rose shall advise all of its insurers of the provisions of this Agreement pertaining to insurance. Non-conforming insurance shall not relieve Rose of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance conditions may constitute a material breach of the Agreement, and the City retains the right to suspend the Agreement or the Work until proper evidence of insurance is provided, or terminate the Agreement.

B. All insurance policies shall provide for sixty (60) days written notice to City prior to the effective date of any change, cancellation, or termination of such coverage.

C. Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Rose.

D. Rose shall require all Contractors to carry the insurance required herein, or Rose may provide the coverage for any or all Contractors, and, if so, the evidence of insurance submitted shall so stipulate.

E. Rose expressly understands and agrees that any insurance coverages and limits furnished by ROSE shall in no way limit Rose's liabilities and responsibilities specified within the Agreement, in equity, or at law.

F. Rose hereby waives, and shall cause each of its Contractors to waive, its rights of subrogation against City, including City's appointed and elected officials, agents, and employees. Inasmuch as this waiver will preclude the assignment of any claim by subrogation to an insurance company, Rose agrees to do the following and cause each Contractor to do the following: to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, to prevent the invalidation of said insurance coverage by reason of said waiver.

G. Rose expressly understands and agrees that any insurance maintained by City shall apply in excess of and not contribute with insurance provided by Rose or its Contractors under this Agreement.

H. Rose shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by City.

I. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation imposed by law upon any indemnification provided herein.

J. City maintains the right to, modify, delete, alter or change the requirements set forth under this Section.

Section 10.03 Indemnity. Rose agrees to protect, defend, indemnify, keep, save and hold the City, its officers, officials, employees and agents (collectively "**Indemnified Parties**") free and harmless from and against liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action (collectively "**Claims**") by Rose, its officials, agents, employees, and subcontractors,. Without limiting the foregoing, any and all such Claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal property right, actual or alleged employment discrimination or wrongful discharge, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The foregoing indemnity provision excludes the negligence of the Indemnified Parties to the extent prohibited by 740 ILCS 35/1 *et seq.* (Construction Contract for Indemnification Act) and/or 740 ILCS 150/0.01 *et seq.* (Structural Work Act), respectively. Rose further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

To the extent permissible by law, Rose 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 an employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq* or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Pension Code.

The Indemnified Parties shall have the right, at their respective options and cost, to participate in the defense of any suit, without relieving Rose of any of its obligations under this indemnity provision, provided that the Indemnified Parties and their respective attorneys shall coordinate and cooperate with Rose's attorneys. Rose further expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the Indemnified Parties free and harmless are separate from and not limited by Rose's responsibility to obtain insurance pursuant to other Sections in this Agreement. Further, the indemnities contained in this Section shall survive the expiration or termination of this Agreement.

Section 10.04 Release of City.

A. The City shall not be liable to Rose, to Rose's Contractors or to their respective agents, invitees or employees for (1) any injury to, or death of, any of them or of any other person, (2) for any damage to any personal property, or (3) for loss of revenue, that is caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or that is caused by City operating and maintaining the Airport or any third person using the Airport or navigating any aircraft on or over the Airport, except where there has been a final determination by a court of competent jurisdiction that any such injury, death, or damage is due to the negligence or willful misconduct of City, and then only to the extent Rose or any of the above described parties is not covered by insurance.

B. Notwithstanding any reference herein to Rose's release and indemnification being ineffective in certain instances where City or its agents, employees or representatives have been negligent, nothing herein shall be construed to make City liable in any case or instance where City would otherwise be immune from any tort liability because of its being a municipal corporation.

Section 10.05 Limitation on City Liability. No official, employee, or agent of City shall be charged personally by ROSE, or by any assignee or contractor of Rose, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of City's execution or attempted execution hereof, or because of any breach hereof. Rose (and any person claiming by or through Rose) shall look solely to legally available Airport discretionary funds from time to time up to the maximum limit of \$10,000 ("Maximum Limit:") for any claims against the City arising under this Agreement. The Maximum Limit shall be an aggregate limit over the term of this Agreement and shall be reduced by any prior payments or credits by City on account of a breach or default (or alleged breach or default) made with respect to the Premises. The foregoing exculpation of liability for City officials, employees and agents and the foregoing limitation on liability of the City itself shall be absolute to the full extent permitted by law and without any exception whatsoever.

Section 10.06 Survival Beyond Termination of this Agreement. Rose's obligations under this Article X shall survive the termination of this Agreement.

ARTICLE XI - TRANSFERS AND CHANGES IN OWNERSHIP

Section 11.01 Rose's Right to Transfer. Rose covenants that it will not assign, sublet, subcontract, transfer, convey, sell, mortgage, pledge, or encumber its interests in the Premises (or any part thereof) or any rights or interest of ROSE in this Agreement nor otherwise allow the use of the Premises by any other person (any of the foregoing events being referred to as a "Transfer"), without obtaining authorization from City.

Section 11.02 City Right to Transfer. The City reserves the right to transfer all or any part of its interests hereunder.

ARTICLE XII GENERAL CONDITIONS

Section 12.01 Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 12.02 Counterparts. This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 12.03 Amendments. No changes, amendments, modifications, cancellation, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

Section 12.04 Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 12.05 No Partnership or Agency. Nothing herein contained as intended or shall be construed to in any respect create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Rose the general representative or agent of City for any purpose whatsoever.

Section 12.06 Representatives. City and Rose shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for City and Rose, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically otherwise set forth herein, for the purposes of actions to be taken by it or by the Commissioner, City's representative shall be the Commissioner and any consents and approvals to be given by City shall be made by the Commissioner. Rose's representative shall be designated in a written notice delivered to City. Any party hereto may change its designated representative by written notice.

Section 12.07 Assigns. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

Section 12.08 Force Majeure. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limiting the generality hereof, strikes, boycotts, picketing, slow-downs, work stoppages, or other labor actions affecting City or Rose or their respective Contractors, except

to the extent that such failure, delay or interruption is the result of the negligence of that party; provided that nothing in this Section is intended or shall be construed to abate, postpone, or in any respect diminish Rose's obligations to make any payments due City pursuant to this Agreement.

Rose shall not be liable for the performance of any obligation of Rose hereunder if such performance is prohibited or materially affected by the issuance of any order, rule, or regulation, or the taking of any action by the Federal Aviation Administration or other government authority substantially affecting for a period of at least sixty (60) days Rose's use of the Airport, provided, however, that none of the foregoing is due to any fault of Rose.

Section 12.09 Governing Law. This Agreement shall be governed in accordance with the laws of the State of Illinois. Rose hereby irrevocably submits, and shall cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Rose agrees that service of process on Rose may be made, at the option of City, either by registered or certified mail addressed to the applicable office as provided for, in this Agreement, by registered or certified mail addressed to the office actually maintained by Rose, or by personal delivery on any officer, director, or managing or general agent of Rose .

Section 12.10 Consent to Service of Process and Jurisdiction. All judicial proceedings brought by Rose with respect to this Agreement shall be brought in Cook County, Illinois, and by execution and delivery of this Agreement, Rose accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Rose irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non-conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against Rose in the courts of any other jurisdiction.

Section 12.11 Notices. Any notices or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices shall be deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, three days after deposit in the U.S. mails, or otherwise upon refusal of receipt. All notices or communications intended for Rose shall be addressed to:

Rose Exterminator Company
414 Frontage Road
Northfield, Illinois 60093
ATTN: Mr. Curtis Rand
(847) 441-8300

All notices or communications intended for the City shall be addressed to:

Commissioner
Chicago Department of Aviation
City of Chicago
O'Hare International Airport
Aviation Administration Building
10510 W Zemke Road
Chicago, Illinois 60666

Either party may change its address or the individual to whom such notices are to be given by a notice given to the other party in the manner set forth above.

Section 12.12 City's Authority. This Agreement is authorized by an Ordinance passed by City of Chicago City Council on _____, 2020, (C.J.P. _____). Except as expressly provided otherwise, wherever this Agreement provides that an act is to be taken or performed, or approval or consent is to be given by City, such act may be taken or performed, or approval or consent may be given, by the Commissioner, without further action by the City Council of Chicago, as long as such act, approval or consent does not result in either (i) an extension of the Term (beyond any permitted renewals), (ii) a decrease in the Rent other than such decreases expressly provided for herein, or (iii) expansion of the Premises; provided, however, that non-material changes may be made to the boundaries of the Premises to conform to a survey. The Commissioner may execute an amendment to the Agreement provided that he or she is authorized to take or perform the act, or provide the consent or approval, giving rise to such amendment.

Section 12.13 Rose's Authority. Execution of this Agreement by Rose is authorized by corporate resolution, and the signatures of each person signing on behalf of Rose have been made with complete and full authority to commit Rose to all terms and conditions of this Agreement, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

CITY OF CHICAGO

Jamie L. Rhee
Commissioner

Mayor

Rose Exterminator Company

By: _____

Title: _____

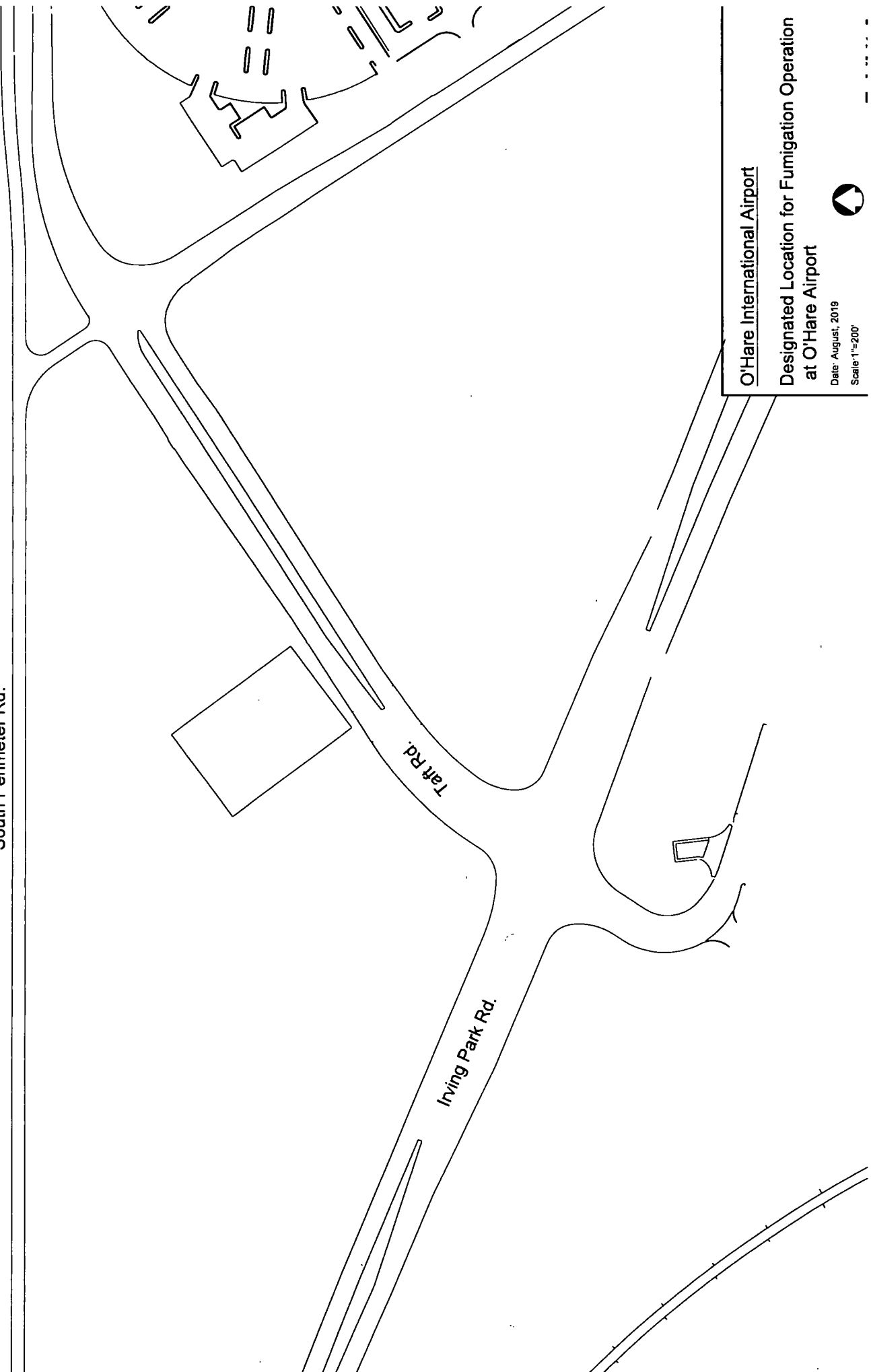
Approved By: _____

Title: _____

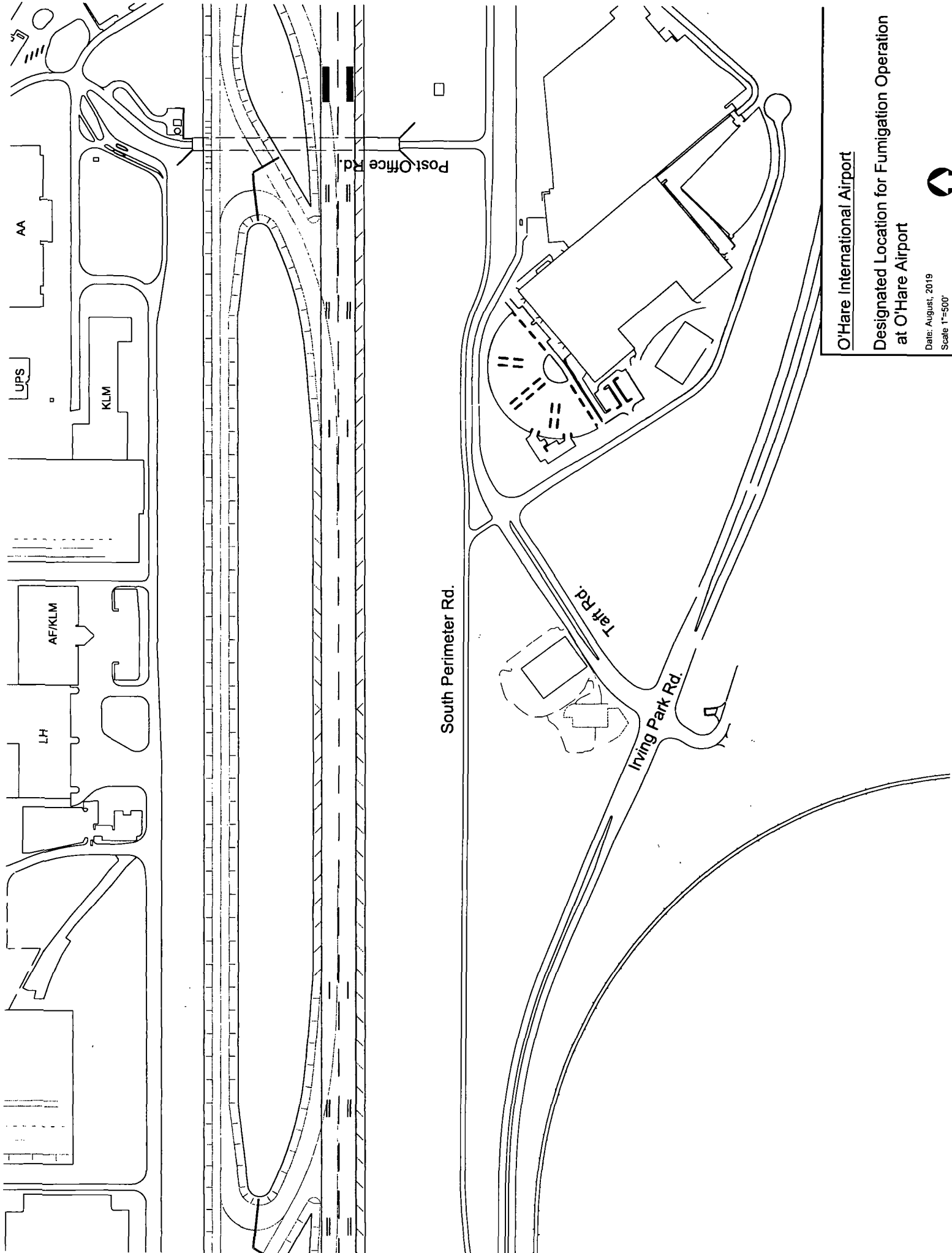
EXHIBIT A
THE PREMISES

The designated location is a landside (outside the secure airfield area) gravel pad on the far south side of O'Hare, opposite the United States Postal Service facility on Taft Road just north of Irving Park Road (see Attached Exhibit A1).

South Perimeter Rd.



O'Hare International Airport
Designated Location for Fumigation Operation
at O'Hare Airport
Date: August, 2019
Scale: 1"=200'

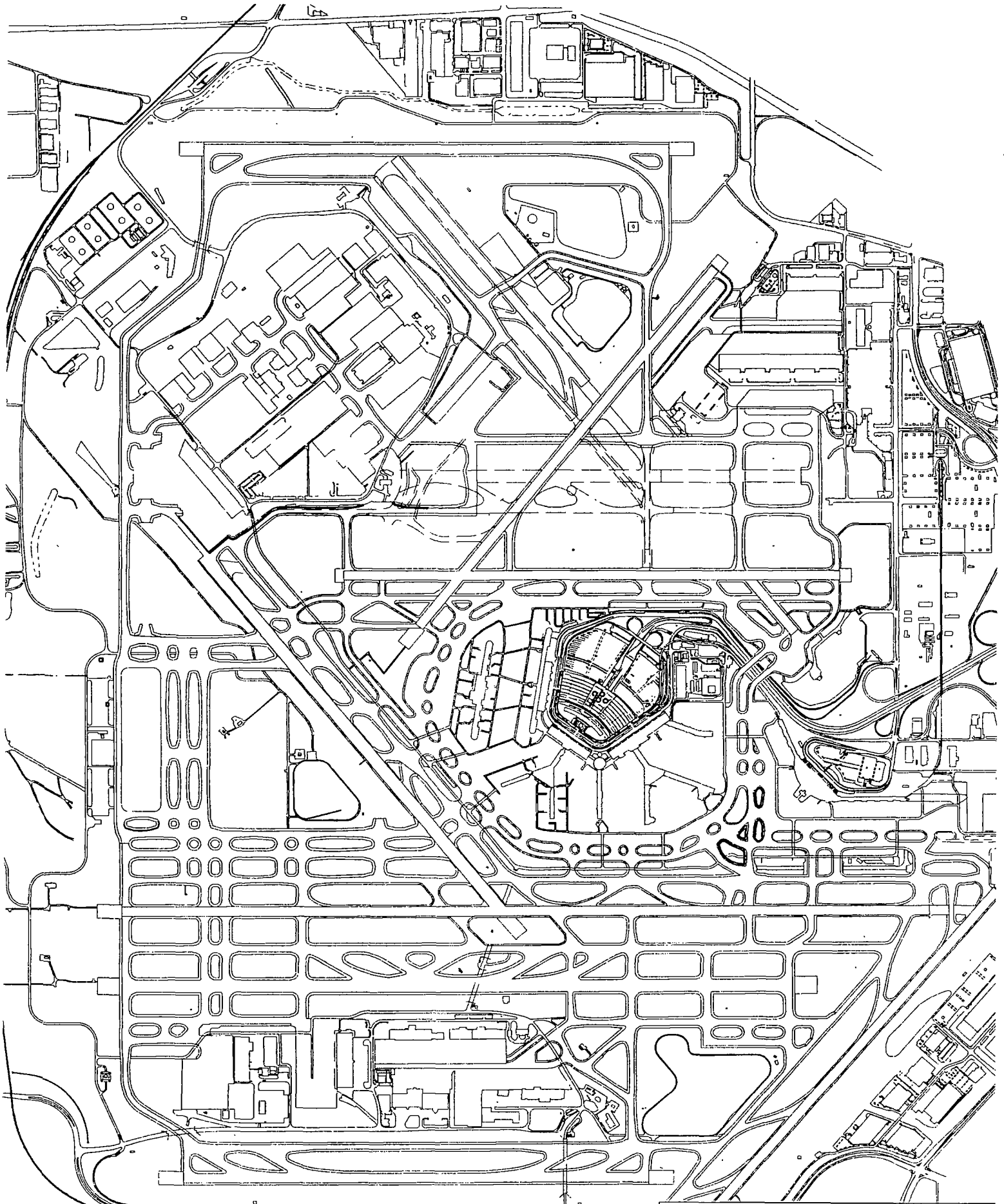


O'Hare International Airport

Designated Location for Fumigation Operation
at O'Hare Airport

Date: August, 2019
Scale 1"=500'





O'Hare International Airport

**Designated Location for Fumigation Operat
at O'Hare Airport**

Date: August, 2019
Scale: 1"=2000'



EXHIBIT B

PAYMENT

Licensee shall pay to the City \$750.00 per month for use of the Premises.

EXHIBIT C
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Chicago Department of Aviation
Chicago O'Hare International Airport

Licensee must provide and maintain at Licensee's own expense during the term of the Agreement Lease and during the time period following expiration or termination if Licensee is required to return to the Premises and perform any additional work or Services or Additional Services, and until each and every obligation of the Licensee contained in this Lease has been fully performed, the insurance coverage and requirements specified below, insuring all operations related to the Lease.

A. **INSURANCE TO BE PROVIDED BY LICENSEE**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Lease 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, medical payments and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Licensee's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as, but not limited to, Licensee's sole negligence or the additional insured's vicarious liability. Licensee's liability insurance shall be primary, without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Lease, Licensee must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Property

Licensee is responsible for all loss or damage to City of Chicago airport property at replacement cost.

Licensee is responsible for all loss or damage to personal property (including but not limited to material, equipment, tools, contents and supplies), owned, rented, or used by Licensee.

C. ADDITIONAL REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Aviation, 10510 W. Zemke Road, 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of Lease. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to stop work until proper evidence of insurance is provided, or the Lease may be terminated.

The Licensee 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 Licensee.

The Licensee 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 Licensee in no way limit the Licensee and the Licensee's liabilities and responsibilities specified within the Lease or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Lease.

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

If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee 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 Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Lease. Licensee must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

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

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

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

ROSE EXTERMINATOR COMPANY

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party:

414 FRONTAGE ROAD
NORTHFIELD, IL 60093

C. Telephone: (847) 441-9300 Fax: (847) 441-8320 Email: c.rand@rosepestcontrol.com

D. Name of contact person: CURTIS A. RAND

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

FUMIGATION SERVICES FOR GOODS

G. Which City agency or department is requesting this EDS? AIRPORT ADMINISTRATION

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership
 - Limited partnership
 - Trust
 - Limited liability company
 - Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
 Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>ROBERT J. DOLD</u>	<u>CEO</u>
<u>ROBERT J. DOLD JR.</u>	<u>PRESIDENT</u>
<u>CURTIS A. RAND</u>	<u>VICE-PRESIDENT</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
ROBERT J. DOLD	414 FRONTAGE RD., NORTHFIELD, IL 60093	
ROBERT J. DOLD JR.	414 FRONTAGE RD., NORTHFIELD, IL 60093	

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

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

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

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (<u>indicate whether paid or estimated.</u>) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

Yes No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

ROBERT J. DOLD FOR ROSE EXTERMINATOR COMPANY
(Print or type exact legal name of Disclosing Party)

By: *Robert J. Dold*
(Sign here)

ROBERT J. DOLD
(Print or type name of person signing)

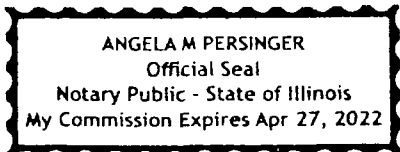
PRESIDENT
(Print or type title of person signing)

Signed and sworn to before me on (date) April 14, 2020

at Kane County, ILLINOIS (state).

[Signature]
Notary Public

Commission expires: April 27, 2022



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

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

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

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

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

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.
