



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
[www.chicityclerk.com](http://www.chicityclerk.com)

## Legislation Text

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**File #:** O2012-7317, **Version:** 1

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

October 31, 2012

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing a scope of services, budget and management agreement for various Special Services Areas.

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

CERTIFICATE OF FILING FOR CITY OF CHICAGO ECONOMIC  
DISCLOSURE STATEMENT

EDS Number: 35557

Certificate Printed on: 10/17/2012

Date of This Filing: 10/17/2012 03:39 PM Original Filing Date:08/21/2012 12:04 PM

Disclosing Party: East Edgewater Chamber of Title:President & CEO Commerce, Inc.  
Filed by: Mr. Sean Richard Smith

Matter: To allow East Edgewater Chamber of Commerce, Inc. to  
enter into a contract with HED to provide services in the SSA#26  
district for the SSA#26 2013 budget. Applicant: East Edgewater  
Chamber of Commerce, Inc. Specification #: Contract #:

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

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

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation EDS #35557**

**SECTION I - GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

East Edgewater Chamber of Commerce, Inc.

Enter d/b/a if applicable:

Edgewater Chamber of Commerce

The Disclosing Party submitting this EDS is:

the Applicant

**B. Business address of the Disclosing Party:**

1210 W. Rosedale Chicago, IL 6 066 0  
United States

**C. Telephone:**

773-561-6000 Fax:

773-561-8584

**Email:**

seans'mith@edgewater.org <mailto:mith@edgewater.org>

**D. Name of contact person:** Mr. Sean Richard Smith

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

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**F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:**

To allow East Edgewater Chamber of Commerce, Inc. to enter into a contract with HED to provide services in the SSA#2 6 district for the SSA#26 2013 budget.

**Which City agency or department is requesting this EDS?**

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

**Specification Number**

**Contract (PO) Number**

**Revision Number**

**Release Number**

User Department Project Number

## SECTION II DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature

of the Disclosing Party: Not-for-profit corporation

Is the Disclosing Party also a 501 (c)(3) organization?

No '

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1 .a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:**

**Title:**

**Role:**

Ms. Diane Otteman

Director

Director

**Officer/Director:**

**Title:**

**Role:**

Ms. Jennifer Clark

Chairman

Both

**Officer/Director:**

**Title:**

**Role:**

Ms. Rae Ann Cecrle

Director

Director

**Officer/Director:**

**Title:**

**Role:**

Mr. Brian Koester Executive Vice Chair Both

**Officer/Director:**

**Title:**

**Role:**

Mr. Scott Weddle

Director

Director

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

Mr. Kaushik Pancholi

Treasurer

Both

Mr. Derek DeLapp Director ' Director

Mr. Dave Frederickson

Director

Director

**Officer/Director: Title:**

Mr. Tim Harrington Director

**Director**

**Officer/Director:** Mr. Mike Khoury

**Title:** Director

**Role:** Director

**Officer/Director:** Mr. Julius Lamar

**Title:** Director

**Role:** Director

**Officer/Director:** Mr. Barclay Welch

**Title:** Secretary

**Role:** Both

**Officer/Director:** Ms. Patricia Alvino

**Title:** Director

**Role:** Director

**Officer/Director:**

**Title:**

**Role:**

Mr. Sean Richard Smith

President/CEO

Both

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

### **SECTION III BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the 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.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

**Name:** .

**Anticipated/ Retained:**

**Business Address:**

**Relationship: Fees**

**(\$\$ or %): Estimated/Paid:**

James Vourvoulias and Assoc. Anticipated

665 9 N. Avondale Ave.

Chicago, IL 60631 United States

Accountant

Subcontractor - non MWDBE \$3,500.00

Estimated

**Name:**

**Anticipated/ Retained:**

**Business Address:**

**Relationship: Fees**

**(\$\$ or %): Estimated/Paid:**

Pressure Washing Systems, Inc. Anticipated

1615 S. 35th Ave.  
Cicero, IL 60804 United States  
Subcontractor - non MWDBE  
\$37,300.00

Estimated

**Name:**

**Anticipated/ Retained:**

Patch Landscaping and Snow Removal Inc. Anticipated

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**Business Address:**

**Relationship: Fees**

(\$\$ or %): Estimated/Paid:  
6107 N. Ravenswood  
Chicago, IL 60660 United States  
Subcontractor - MWDBE  
\$230,100.00

Estimated

**Name:**

**Anticipated/ Retained:**

**Business Address:**

**Relationship: Fees**

(\$\$ or %): Estimated/Paid:  
Folger Flag and Decorating Inc. Anticipated

274 8 W. York St.  
Blue Island, IL 60406 United States  
Subcontractor - MWDBE  
\$25,000.00

Estimated

**Name:**

**Anticipated/ Retained:**



**Business Address:**

**Relationship: Fees**

**(\$\$ or %): Estimated/Paid:**

Groot Industries, Inc. Anticipated

2500 Landmeier Road

Elk Grove Village, 60007 United States

Subcontractor - non MWDBE

\$13,150.00

Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No '

## **SECTION V - CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code 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 of any child support obligations by any Illinois court of competent jurisdiction?

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Not applicable because no person directly or indirectly, owns 10% or more of the Disclosing Party

### **B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23. Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person 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 Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. 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, within a five-year period preceding 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 clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding 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

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by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. 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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, 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

- bid-rigging in violation of 720 ILCS 5/33E-3:
- bid-rotating in violation of 720 ILCS 5/33E-4: or
- 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.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

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6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. 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 \$20 per recipient.

None

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: 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?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in

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the "Additional Info" tab. 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.

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.

I can make the above verification

### SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

### SECTION VII - ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

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 and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html) <<http://www.cityofchicago.org/city/en/depts/ethics.html>>, 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 the applicable ordinances.

I acknowledge and consent to the above

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The Disclosing Party understands and agrees that:

- 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 transactions with the City. 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 on this EDS and any attachments to this EDS may be made available to the public 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 Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above The Disclosing Party represents and

warrants that:

- F. 1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking

tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 F.1. and F.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

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

This question 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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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 corporate officers of the Disclosing Party, 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 percent 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.

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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?

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff None.

List of attachments uploaded by vendor None.

## **CERTIFICATION**

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

/s/10/17/2012

Mr. Sean Richard Smith

President & CEO

East Edgewater Chamber of Commerce, Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

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## **ORDINANCE**

WHEREAS, special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time (the "Code"); and

WHEREAS, on December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 26 (the "Original Area") and authorized the levy of an annual tax for the period beginning in tax year 2003 through and including tax year 2012, (the "Original Services Tax") not to exceed an annual rate of 0.475% of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, the special services authorized in the Establishment Ordinance included maintenance and beautification activities including, but not limited to, snow removal; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Original Area and retention and promotion of existing businesses within the Original Area; coordinated marketing and promotional activities; strategic planning for the general development of the Original Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic-development including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, monitoring zoning and building code compliance, and assistance in developing open space uses; and

WHEREAS, the City Council determines that it is in the best interests of the City to (i) enlarge the boundaries of the Original Area (as enlarged, the "Area"), (ii) increase the maximum rate of the Original Services Tax from an annual rate of 0.475% to 0.55% of the equalized assessed value of the taxable property within the Area (the "Services Tax"), and (iii) extend the number of years of the authorization of the levy of the Services Tax for a period through and including tax year 2026 to provide the Special Services (as hereinafter defined) within the Area; and

WHEREAS, the Establishment Ordinance provided for the appointment of the Broadway Commercial District Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the special services and further to advise the Mayor and the City Council regarding the amount of the services tax to be levied; and

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WHEREAS, the City desires to amend the name of the Commission set forth in the Establishment Ordinance; and

WHEREAS, it shall be the responsibility of the Commission to recommend to the Department of



Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City of Chicago and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City of Chicago and the Service Provider; and

WHEREAS, the Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing on January 1, 2013, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2012 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2013, in substantially the form attached hereto as Exhibit 5; now, therefore

**Be It Ordained by the City Council of the City of Chicago:**

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Findings. The City Council finds and declares as follows:

a) The Area consists of contiguous territory in the City;

b) The City Council adopted an ordinance on September 12, 2012 authorizing a public hearing (the "Public Hearing") to consider (i) the enlargement of the boundaries of the Original Area to the Area, (ii) the increase of the maximum rate of the Original Services Tax from an annual rate of 0.475% to 0.55% of the equalized assessed value of the taxable property within the Area, and (iii) the extension of the number of years of the authorization of the levy of the Services Tax for a period through and including tax year 2026 to provide the Special Services within the Area;

c) Notice of the Public Hearing was given by publication at least once not less than fifteen days prior to the hearing in the Chicago Sun-Times, a newspaper published in and of general circulation within the City; and notice of the Public Hearing was also given by depositing said notice in the United States mail addressed to the person or persons in whose name the

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general taxes for the last preceding year were paid on each property lying within the Area, not less than ten days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property;

d) The notice complied with all of the applicable provisions of the Act;

e) The Public Hearing was held on October 11, 2012 by the Committee on Finance of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City of Chicago (the "City Clerk") written objections on such issues;

f) The Committee on Finance of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City and the Area to (i) enlarge the boundaries of the Original Area to the Area, (ii) increase the maximum rate of the Original Services Tax from an annual rate of 0.475% to 0.55% of the equalized assessed value of the taxable property within the Area, and (iii) extend the number of years of the authorization of the levy of the Services Tax for a period through and including tax year 2026 to provide the Special Services within the Area, all as provided in this ordinance;

g) The Public Hearing was finally adjourned on October 11, 2012;

(h) The sixty day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on October 11, 2012; and

(i) The City Council hereby finds and determines that it is in the best interests of the City that (i) the boundaries of the Original Area be enlarged to the Area, (ii) the maximum rate of the Original Services Tax be increased from an annual rate of 0.475% to 0.55% of the equalized assessed value of the taxable property within the Area, and (iii) the number of years of the authorization of the levy of the Services Tax be extended to a period through and including tax year 2026 to provide the Special Services within the Area, all as set forth herein.

SECTION 3. Area Enlarged. The Original Area is hereby enlarged into the Area which shall now encompass the territory consisting of the area fronting Broadway Street from the north side of Foster Avenue to the south side of Devon Avenue; south side of Devon Avenue from Broadway Street to Magnolia Avenue; both sides of Devon Avenue from the west side of Magnolia Avenue to the west side of Glenwood Avenue; both sides of Granville Avenue from Broadway Street to the west side of Kenmore Avenue; both sides of Thorndale Avenue from Broadway Street to the west side of Winthrop Avenue; Bryn Mawr Avenue from Broadway Street to the west side of Kenmore Avenue; Ridge Avenue from Broadway Street to the east

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side of Magnolia Avenue; Berwyn Avenue from Broadway Street to the west side of Winthrop Avenue. A legal

description of the Area is attached as Exhibit 1 hereto and hereby incorporated herein. A map of the Area is attached as Exhibit 2 hereto and hereby incorporated herein. A list of Permanent Index Numbers for the properties in the Area is attached hereto as Exhibit 3 and hereby incorporated herein.

SECTION 4. Special Services Authorized. The Special Services authorized hereby to be provided in and for the Area include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives) (collectively, the "Special Services"). The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization of Levy. There is hereby authorized to be levied in each year beginning in 2012 through and including 2026 the Services Tax upon the taxable property within the Area to produce revenues required to provide Special Services within the Area, said Services Tax not to exceed an annual rate of 0.55 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Code. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

EDGEWATER COMMERCIAL DISTRICT SPECIAL SERVICE AREA #26 COMMISSION SPECIAL  
SERVICE AREA BUDGET

For the fiscal year beginning January 1, 2013 and ending December 31, 2013.

EXPENDITURES

Service Provider Agreement for the provision  
of Special  
Services \$541,387

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TOTAL BUDGET REQUEST

SOURCE OF FUNDING

Tax levy not to exceed an annual rate of 0.55 percent of the equalized assessed value of the taxable property within

Special Service Area Number 26 \$459,805 Carryover funds currently available from prior tax years \$61,405

Late collections received by the City of Chicago attributable to the levy of the Original Services Tax in prior tax years, along with interest income thereon, if any, in an amount not to exceed five percent (5%) of the Original Services Tax for tax year 2011 \$20,177

SECTION 7. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6 (a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of this ordinance, the sum of \$459,805 as the amount of the Services Tax for the tax year 2012.

SECTION 8. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with East Edgewater Chamber of Commerce, Inc., d/b/a Edgewater Chamber of Commerce, an Illinois not-for-profit corporation (the "Organization"), in substantially the form attached hereto as Exhibit 5 and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 9. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk signed by at least fifty-one percent (51 %) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51 %) of the owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing the portions of this ordinance which (i) enlarge the Original Area, (ii) increase the maximum rate of the Services Tax, and (iii) extend the number of years of the authorization of the levy of the Services Tax, shall be deemed to be null and void, the Area shall not be enlarged, the maximum rate of the Services Tax shall not be increased, the number of years of

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the authorization of the levy of the Services Tax shall not be extended, the Services Tax shall not be levied in the enlarged portion of the Area, the maximum rate of the Services Tax levied hereby shall be 0.475% of the equalized assessed value of the taxable property in the Original Area, and the Service Provider Agreement shall not be entered into with respect to the enlarged portion of the Area or shall be deemed to be null and void

and no compensation in connection therewith shall be provided to the Organization in connection with the provision of Special Services to the enlarged portion of the Area.

SECTION 10. Amendment to the Establishment Ordinance. Section 8 of the Establishment Ordinance is hereby amended to change the name of the Commission by deleting the language indicated by strikeout and adding the underlined language as follows:

"SECTION 8. Commission Authorized. There is hereby established the ~~Broadway Edgewater Commercial District Special Service Area #26~~ Commission (the "Commission") which shall consist of nine members."

SECTION 11. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 12. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk"), in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map of the Area and a copy of the public hearing notice attached as Exhibit 4. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area, within 60 days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance on or prior to December 25, 2012, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2012 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 13. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

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SECTION 14. Publication: This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 15. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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## EXHIBIT 1

Legal Description See attached pages.

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- 1
- 2 All that part of the south half of the southwest quarter of Section 32, Township 41
- 3 North, Range 14 East of the Third Principal Meridian and that part of Section 5,
- 4 Township 40 North, Range 14 East of the Third Principal Meridian and that part of

5 Section 8, Township 40 North, Range 14 East of the Third Principal Meridian  
6 bounded and described as follows: 7  
8 beginning at the point of intersection of the west line of North Broadway with the  
9 north line of West Foster Avenue; thence west along said north line of West Foster  
10 Avenue to the southwest corner of Lot 24 in Block 16 of Cochran's 3rd Addition to  
11 Edgewater, in the east half of the northwest quarter of Section 5, Township 40  
12 North, Range 14 East; thence north along the west line of said Lot 24 in Block 16 of  
13 Cochran's 3rd Addition to Edgewater, said west line being also the east line of an  
14 alley west of North Broadway, and north along said east line of the alley and its  
15 northerly extension to the south line of West Catalpa Avenue; thence west along the  
16 south line of West Catalpa Avenue to the southerly extension" of the east line of Lot  
17 25 in Block 1 of said Cochran's 3rd Addition to Edgewater; thence north along said  
18 southerly extension and the east line of said Lot 25 and Lots 26, 27 and 28 and the  
19 west line of the alley west of North Broadway to the south line of West Bryn Mawr  
20 Avenue; thence west along the south line of West Bryn Mawr Avenue to the  
21 southerly extension of the west line of Lot 1 of Turck's Subdivision of Lot 1 of the  
22 subdivision of the easterly 5.0116 acres south of the road in the east half of the  
23 southwest quarter of Section 5, Township 40 North, Range 14 East; thence north  
24 along said southerly extension and the west line of Lot 1 of Turck's Subdivision to  
25 the southernmost point of Lot 12 of said Turck's Subdivision; thence northwest  
26 along the southwest lines of Lots 12, 11 and 10 of said Turck's Subdivision to the  
27 westernmost point of said Lot 10; thence west along the south line of Lots 9 and 8 of  
28 said Turck's Subdivision to the west line of said Turck's Subdivision of Lot 1 of the  
29 subdivision of the easterly 5.0116 acres south of the road in the east half of the  
30 southwest quarter of Section 5, Township 40 North, Range 14 East; thence  
31 northwest along the southwest line of Lot 1 in S. J. Sanderson's Subdivision of Lot 1  
32 of a subdivision of said easterly 5.0116 acres to the southeast line of an alley west of  
33 and perpendicular to North Ridge Avenue; thence northeast along said southeast  
34 line of the alley west of and perpendicular to North Ridge Avenue to the southwest  
35 line of North Ridge Avenue; thence southeast along the southwest line of North  
36 Ridge Avenue to the southerly extension of the east line of North Magnolia Avenue;  
37 thence north along said southerly extension of the east line of North Magnolia  
38 Avenue and along the east line of North Magnolia Avenue to the north line of Lot 31  
39 in Block 9 of Cairnduff's Addition to Edgewater; thence east along said north line of  
40 Lot 31 in Block 9 of Cairnduff's Addition to Edgewater and the easterly extension  
41 thereof to the west line of an alley west of North Broadway and east of North  
42 Magnolia Avenue; thence north along said west line of the alley east of North  
43 Magnolia Avenue and west of North Broadway and its northerly extension to the  
44 north line of West Granville Avenue; thence east along the north line of West  
45 Granville Avenue to the west line of Lot 6 in John N. Young's Grand Avenue Addition

SSA #26 Edgewater as of 7/9/12 Page 2 of 4

46 to Chicago; thence north along said west line of Lot 6 in John N. Young's Grand  
47 Avenue Addition to Chicago to the south line of an alley north of West Granville  
48 Avenue, said south line being also the north line of Lots 5 through 10 of said John N.



49 Young's Grand Avenue Addition to Chicago; thence west along said south line of the  
50 alley north of West Granville Avenue to the southerly extension of the west line of  
51 an alley west of North Broadway and east of North Magnolia Avenue; thence north  
52 along said southerly extension and the west line of the alley west of North Broadway  
53 and east of North Magnolia Avenue to the easterly extension of the south line of Lot  
54 35 in Block 1 of Brockhauben and Fischer's 1st Addition to Edgewater; thence west  
55 along said south line and its west extension to the west line of North Magnolia  
56 Avenue; thence north along said west line to the south line of Lot 1 in Block 2 of said  
57 Addition; thence west along said south line and its west extension to the west line of  
58 the alley first west of North Magnolia Avenue; thence south along said line to the  
59 south line of Lot 35 in said Block 2; thence west along said south line and its west  
60 extension to the west line of North Lakewood Avenue; thence north along said line  
61 to the south line of Lot 1 in Block 3 of said Addition; thence west along said line and  
62 its west extension to the west line of the alley first west of North Lakewood Avenue  
63 lying between West Devon Avenue and West Rosemont Avenue; thence south along  
64 said west line to a line 1.30 feet south of the south line of Lot 36 in said Block 3;  
65 thence west along said line to the southeast line of a parcel of land bearing the  
66 Permanent Index Number of 14-05-105-028; thence southwest along said line to the  
67 southerly most south line of said parcel; thence west along said line to the  
68 southwest line of said parcel; thence northwest along said line a line 1.30 feet south  
69 of the south line of said Lot 36; thence west along said line and its west extension to  
70 the west line of North Glenwood Avenue; thence south along said line to the south  
71 line of Lot 2 in Farson's Subdivision of the North 26 rods 11 feet of the northwest  
72 quarter of the northwest quarter of Section 6, Township 40 North Range 14 East;  
73 thence west along said line to the east line of the alley first west of North Glenwood  
74 Avenue; thence north along said line and its northerly extension to the north line of  
75 West Devon Avenue; thence west along said line to the east line of the alley first  
76 west of North Glenwood Avenue; thence north along said line to the north line of Lot  
77 11 in Sickinger's Subdivision of Lots 7 and 8 of Seymours Estate Subdivision of the  
78 west half of the southwest quarter of Section 32, Township 41, Range 14 East;  
79 thence east along said line and its east extension to the west line of North Magnolia  
80 Avenue; thence south along said line to the centerline of West Devon Avenue; thence  
81 east along said line and its east extension, said east extension also being the  
82 centerline of Sheridan Road, to the north extension of the west line of the alley first  
83 west of North Winthrop Avenue; thence south along said line  
84 to the westerly extension of the north line of Lot 11 in Block 5 of Cochran's 2nd  
85 Addition to Edgewater in the east half fractional of Section 5, Township 40 North,  
86 Range 14 East; thence east along the north line of said Lot 11 in Block 5 of Cochran's  
87 2nd Addition to Edgewater and the easterly extension thereof, and along the north  
88 line of Lot 14 in Block 6 of said Cochran's 2nd Addition to Edgewater to the west line  
89 of an alley east of North Winthrop Avenue; thence north along said west line of the  
90 alley east of North Winthrop Avenue to the westerly extension of the north line of

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91 Lot 7 in Block 6 of said Cochran's 2nd Addition to Edgewater; thence east along said

92 north line of Lot 7 in Block 6 of said Cochran's 2nd Addition to Edgewater to the  
93 west line of North Kenmore Avenue; thence south along the west line of North  
94 Kenmore Avenue to the south line of Lot 2 in Block 11 of said Cochran's 2nd  
95 Addition to Edgewater; thence west along said south line of Lot 2 in Block 11 of said  
96 Cochran's 2nd Addition to Edgewater to the east line of an alley east of North  
97 Winthrop Avenue; thence north along said east line of an alley east of North  
98 Winthrop Avenue to the westerly extension of the north line of the south 12.48 feet  
99 of Lot 30 in Block 11 of said Cochran's 2nd Addition to Edgewater; thence west  
100 along said north line of the south 12.48 feet of Lot 30 in Block 11 of said Cochran's  
101 2nd Addition to Edgewater to the east line of North Winthrop Avenue; thence south  
102 along the east line of North Winthrop Avenue to the westerly extension of the south  
103 line of Lot 1 in J. L. Cochran's Resubdivision of Lots 1 to 3 of Block 12 in said  
104 Cochran's 2nd Addition to Edgewater; thence west along said westerly extension  
105 and south line of Lot 1 in J. L. Cochran's Resubdivision to the west line of an alley  
106 west of North Winthrop Avenue; thence south along said west line of the alley west  
107 of North Winthrop Avenue to the southeast corner of the parcel bearing Permanent  
108 Index Number 14-05-208-057; thence west along the south line of said parcel  
109 bearing Permanent Index Number 14-05-208-057 to the west line of an alley west of  
110 North Winthrop Avenue; thence south along said west line of the alley west of North  
111 Winthrop Avenue to the west extension of the north line of Lot 15 in Block 13 of  
112 Cochran's Second Addition to Edgewater; thence east along said extension and said  
113 north line to the west line of North Winthrop Avenue; thence south along said line to  
114 the south line of Lot 8 in Block 20 of Cochran's Second Addition to Edgewater;  
115 thence west along said line to the east line of the alley first west of North Winthrop  
116 Avenue; thence south along said line to the  
117 northwest corner of Lot 10 in Block 9 of Cochran's Addition to Edgewater; thence  
118 east along the north line of Lot 10 and its easterly extension to the east line of North  
119 Winthrop Avenue; thence south along the east line of North Winthrop Avenue to the  
120 north line of the south 18 feet of Lot 14 in Block 8 of said Cochran's Addition to  
121 Edgewater; thence east along said north line of the south 18 feet of Lot 14 and the  
122 easterly extension thereof to the east line of an alley west of North Kenmore  
123 Avenue; thence north along said east line of the alley to the northwest corner of Lot  
124 11 in Block 8 of said Cochran's Addition to Edgewater; thence east along the north  
125 line of said Lot 11 to the west line of North Kenmore Avenue; thence south along the  
126 west line of North Kenmore Avenue to the southeast corner of Lot 2 in Block 2 of J. L.  
127 Cochran's Subdivision in Section 8, Township 40 North , Range 14 East; thence west  
128 along the south line of Lot 2 to the west line of the alley west of North Kenmore  
129 Avenue; thence south along said west line of the alley to the south line of Lot 21 in  
130 Block 2 of said J. L. Cochran's Subdivision; thence west along said south line of Lot  
131 21 in Block 2 and its westerly extension to the west line of North Winthrop Avenue;  
132 thence north along the west line of North Winthrop Avenue to the south line of the  
133 north 10 feet of Lot 3 in Block 3 of said J. L. Cochran's Subdivision; thence west along  
134 said south line and its westerly extension to the west line of the alley west of North  
135 Winthrop Avenue; thence south along said west line of the alley west of North

136 Winthrop Avenue to the south line of West Berwyn Avenue; thence east along said  
137 line to the west line of North Winthrop Avenue; thence south along said line to the  
138 south line of Lot 2 in Block 10 of John Lewis Cochran's Subdivision of the west half  
139 of the northeast fractional quarter of Section 8, Township 40 North, Range 14 East;  
140 thence west along said line and its west extension to the west line of the alley first  
141 west of North Winthrop Avenue, said line also being the east line of the Railroad  
142 first west of North Winthrop Avenue lying between West Berwyn Avenue and West  
143 Lawrence Avenue; thence south along said line to the centerline of West Lawrence  
144 Avenue; thence west along said centerline to the west line of the Railroad first east  
145 of North Broadway Avenue lying between West Berwyn Avenue and West Lawrence  
146 Avenue; thence north along said west line and its northerly extension to the north  
147 line of West Foster Avenue; thence west along said north line of West Foster Avenue  
148 to the point of beginning, all in the City of Chicago, Cook County, Illinois. 149

150  
151 Legal Description revised July 9, 2012 by:

152  
153 Alfred Benesch & Company

154  
155  
156  
157 Illinois Professional Land Surveyor No. 3685  
158 License expires November 30, 2012

EXHIBIT 2

Map See attached.

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AND  
BOON

### EXHIBIT 3

Permanent Index Numbers See attached pages.

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SSA #26 Edgewater PIN List as of 7/9/12

11-32-327-021-0000 11-32-328-040-0000 11-32-328-041-0000 11-32-328-042-0000 11-32-328-043-0000 11-32-328-044-0000 11-32-329-040-0000 11-32-329-041-0000 11-32-329-042-0000 11-32-329-043-0000 11-32-329-044-0000 11-32-329-045-0000 11-32-330-039-0000 11-32-330-040-0000 11-32-330-041-0000 11-32-330-042-0000 11-32-330-043-0000 11-32-330-044-0000 11-32-330-045-0000 14-05-101-029-0000 14-05-104-001-0000 14-05-104-016-0000 14-05-105-014-0000 14-05-105-028-0000 14-05-106-014-0000 14-05-106-034-0000 14-05-106-035-1001 14-05-106-035-1002 14-05-106-035-1003 14-05-106-035-1004 14-05-106-035-1005 14-05-106-035-1006 14-05-106-035-1007 14-05-106-035-1008 14-05-106-035-1009 14-05-106-035-1010 14-05-106-035-1011 14-05-106-035-1012 14-05-107-001-0000 14-05-107-002-0000 14-05-107-014-0000 14-05-107-015-0000 14-05-107-016-0000 14-05-107-017-0000 14-05-107-018-0000 14-05-107-019-0000 14-05-107-020-0000 14-05-107-021-0000 14-05-107-022-0000 14-05-107-023-0000 14-05-107-024-0000 14-05-115-013-0000 14-05-115-014-0000 14-05-115-016-0000 14-05-115-017-0000 14-05-115-018-0000 14-05-115-019-0000 14-05-115-020-0000 14-05-115-025-0000 14-05-115-032-0000 14-05-115-033-1001 14-05-115-033-1002 14-05-115-033-1003 14-05-115-033-1004 14-05-115-033-1005 14-05-115-033-1006 14-05-115-035-0000 14-05-115-036-1001 14-05-115-036-1002 14-05-115-036-1003 14-05-115-036-1004 14-05-115-036-1005 14-05-115-036-1006 14-05-115-036-1007 14-05-115-036-1008 14-05-115-036-1009 14-05-119-020-0000 14-05-119-021-0000 14-05-119-025-0000 14-05-119-026-0000 14-05-119-027-0000 14-05-122-063-0000 14-05-122-064-0000 14-05-122-065-0000 14-05-122-067-0000

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SSA #26 Edgewater PIN List as of 7/9/12

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### SSA #26 Edgewater PIN List as of 7/9/12

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### EXHIBIT 4

Public Hearing Notice See attached pages.

-11-

12SSA26-EnlargeOrdcc v3-Final

## **SUN-TIMES 1 MEDIA**

### **Certificates of Publication**

**State of Illinois - County of j^Cook ☐ Kane ☐ Lake ☐ McHenry**

**☐ DuPage ☐ Will ☐ DeKalb ☐ Kendall ☐ Grundy**

Sun-Times Media, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 etseq. R.S. 1874, P728 Sec I, EFF. July 1, 1874. Amended By Laws 1959, P1494, and EFF.July 17, 1959. Formerly 111. Rev. Stat. 1991, CHIOO, PL.. Note: Legal Notice appeared in the following checked positions.

**PUBLICATION DATE(S)**

I I The Beacon News

I I The Herald News

1 I The Naperville Sun

j^The Chicago Sun-Times

I I Job Posting on Monster.com <<http://Monster.com>>

□ The Courier News

I I The Lake County News-Sun

I I The SouthTownStar

I I Pioneer Press/The Doings

[N WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed and its official seal affixed at Aurora, nij^sJV,irf,v><^>(<vvvvvvv^

BEATRIZ C ASSELL NOTARY r-!;9!.;c - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/07/13

OFFICIAL SEAL

By  
David Fontechia  
WA/ A. D.i

*Public Legal Notices Account Executive Subscribed and sworn to before me this ^*

By:  
Public Notices

50 Chicago Sun-Times  
-dii.iiijJM,ua.w

Notice of Public Hearing  
City of Chicago Special Service Area Number 26.  
Notice is hereby given that 31 11.00 o'clock a.m., on (he 11th day of October, 2012 al (he City Council Chambers, City Kali, 121 North LaSalle Street, Chicago, Illinois, a public hearing will bo held by (he Committee on Finance of the City Council of the City of Chica-

X  
)to consider the enlargement of the boundaries of the area within the City of Chicago to be known and designated as Special Service Area Number 26 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the rea. The Services Tax under consideration shall be authorized to be levied in tax years 2012 through and including 2026. The purpose of authorizing the Services Tax shall be to provide special services within the Area, which may indrde, but arc not limited to, recruitment of new businesses to the Area, rehabilitation activities, maintenance and beaulification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities (o promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."  
At the hearing there will be considered a Services Tax (o be tavied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0 SS percent of the equalized assessed value of taxable property within theArea. The Services Tax shall be ^i addition to all other taxes provided by law and shall be levied pursuant to (he provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amonded from ome to time. The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of  
P'aoerties fronting Broadway Street from the north side of Foster Avenue to the south side of Devon Avenue; south side of Devon Avenue from Broadway Street to Magnolia Avenue; both sides of Devon Avenue from the west side of Winthrop Avenue; Bryn Mawr Avenue to the west side of Glenwood Avenue; both sides of Granville Avenue from Broadway Street to (he west side of Kenmore Avenue; both sides of Thomdale Avcnuo from Broadway Street to the west side of Winthrop Avenue; Bryn Mawr Avenue from Broadway Street to the we si side of Kenmore Avenue; Ridge Avenue from Broadway Street to the east side of Magnolia Avenue; Berwyn Avenue from Broadway Street to the west side of Winthrop Avenue.  
At the public hearing any interested person, including all persons owning taxable real property located within (he proposed Area, affected by the enlargement of the Area and the levy of the Services Tax therein may file with (he City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing (he time and place it will reconvene.  
If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to (he enlargement of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be enlarged and (he Services Tax shall not be levied.  
By order of the City Council of the City of Chicago, Cook County, Illinois.



[illegible]

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-1445-204428-1062 1445-204428-1072

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## SUN-TIMES I MEDIA

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Sun-Times Media, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois .Compiled Statue requirements for publication of Notices per Chapter 715 ILCS 5/0.01 etseq. R.S. 1874, P728 Sec I, EFF. July I, 1874. Amended By Laws 1959, P1494, and EFF.July 17, 1959. Formerly [Il. Rev. Stat. 1991, CH100, PL. Note: Legal Notice appeared in the following checked positions.

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I 1 The Beacon News

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j^The Chicago Sun-Times

I I Job Posting on Monster.com <http://Monster.com>

- The Co uricr News

i I The Lake County News-Sun

- The SouthTownStar

O Pioneer Press/The Doings

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed and its official seal affixed at AuroxavUlwiis v^,,^

By

OFFICIAL SEAL  
8EATRIZ C ASSELL  
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:  
10/07/13

David Fontechia Public Legal Notices Account Executive

Subscribed and sworn to before me this                      Day of

By:  
Public Notices  
Monday, September 24, 2012

Public Notices  
SSA "26 Edgewater P  
1445-204428-1085 1445-204428-1095 14-05-204-028-1105 14-05-204-028-1115 14-OS-204-028-1125 14-05-204-028-1135 14-05-204-026-1145 14-05-204-028-1155 14-05-204-028-1165 14-05-204-026-1175 14-05-204-028-1185 14-05-204-028-1194 14-05-204-028-1204 14-05-204-028-1214 14-05-204-028-1225 14-05-204-028-1235 14-05-204-028-1245 14-05-204-028-1255 14-05-204-020-1265 14-05-204-026-1275 14-05-204-028-1285 14-05-204-028-1305 14-05-204-028-1315 14-05-204-028-1325 14-05-204-026-1335 14-05-204-028-1345 1445-204-026-1355 14-05-204428-1365 14-05-204-026-1375 14-05-204-028-1385 14-05-204-028-1395 14-05-204-028-1405 14-05-204-028-1415 14-05-204-028-1425 14-05-204-028-1435 14-05-204-026-1445 14-05-205-026-1008 14-05-205-026-1018 14-05-205-026-1038 14-05-205-026-1058 14-05-208-0154000 1445-208457-4001 1445-208459-1007 1445-208459-1017 14-05-208459-1027 1445-208459-1037 1445-208459-1047 1445-2124024000 1445-2124414000 1445-3094114000 1445-3154344000 1445-315444-1001 1445415445-1002 1445-315447-1008 1445-315447-1018 14-05-315447-1028 1445-324-0114000 1445-3264134000 1445-3264294000 1445-326442-1002 1445-3314174000 1445-4004044000 1445-400432-1001 1445-400432-1011 1445-4044054000 1445-4084114000  
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## EXHIBIT 5 Service Provider Agreement

See attached pages.

-12-

**Agreement for Special Service Area #26**

between

**the CITY OF CHICAGO**

(Represented by the Special Service Area Commission)

and

EAST EDGEWATER CHAMBER OF COMMERCE, INC.  
D/B/A  
EDGEWATER CHAMBER OF COMMERCE

effective January 1, 2013 through December 31, 2013

**Rahm Emanuel-Mayor**

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EXHIBIT 7 Contractor Affidavit EXHIBIT 8 Additional Audit Requirements EXHIBIT 9 PLA  
**AGREEMENT**

This Agreement for the management of Special Service Area Number 26 is entered into on \_\_\_\_\_, 2013 by and between East Edgewater Chamber of Commerce, Inc., d/b/a Edgewater Chamber of Commerce, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

**RECITALS**

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 26" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .550% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on \_\_\_\_\_, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2013, and continuing until December 31, 2013, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

## **ARTICLE 1 INCORPORATION OF RECITALS**

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

## **ARTICLE 2 DEFINITIONS**

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

"Construction" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Housing and Economic Development.

"Establishment Ordinance" means the ordinance enacted by City Council on December

17, 2003, as amended on \_\_\_\_\_, 2012, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

## **2**

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('SSAC')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

## **ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

### **1 Scope of Services**

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in

the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated, by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

## **2 Standard of Performance**

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

## **3**

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

### **3.03 Personnel**

#### **A. Key Personnel**

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

#### **B. Prevailing Wages**

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

### C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 30/565/1 et seq.

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### 3.04 Nondiscrimination

#### (a) Contractor

##### i) Federal Requirements

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

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

##### ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990). as

amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 111. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.(1990); as amended, and all other applicable state statutes, regulations and other laws.

iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

**5**

**(b) Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

**5 Insurance**

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

**6 Indemnification**

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally

determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnites" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation,

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reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

### **3.07 Records and Audits**

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.



The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services.

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In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and, the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

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

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the

Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of

## 8

each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor, must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

## 8 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

## 9 License, Permits and Safety Considerations

### A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement

### B. Safety Considerations

. If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply

with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

### **3.10 Performance Bond**

If the Contractor engages in Construction work where expenditures exceed \$100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

## **ARTICLE 4 TERM OF SERVICES**

This Agreement shall take effect as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, or until the Agreement is terminated earlier in accordance with its terms. , ■

## **ARTICLE 5 COMPENSATION**

### **1 Basis of Payment**

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) \$459,805 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of \$61,405 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed \$20,177; the maximum compensation that the Contractor may be paid under this Agreement between January

1,2013 and December 31, 2013, therefore, shall not exceed \$541,387.

## 2 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December

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31, 2013, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2013 may not exceed \$541,387, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

### 5.03 Method of Payment

Pursuant to a schedule to be ~~<http://to.be>~~ determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of <sup>f</sup>the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address  
of the bank is \_\_\_\_\_ and the wire transfer  
and the Account numbers are \_\_\_\_\_ . . .

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

### 5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and

expenses charged or incurred by the Contractor.

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### **5.05 Funding**

Payments under this Agreement shall be made from Service Tax Funds in fund number  
' and are subject to the availability of funds therein.

### **5.06 Non-Appropriation**

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

## **ARTICLE 6 SPECIAL CONDITIONS**

### **6.01 Warranties and Representations**

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated, herein.
- B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.
- C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.
- D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.
- E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will

abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

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F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

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

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23.-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

## **6.02 Economic Disclosure Statement and Affidavit**

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of

incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

### **3 Conflict of Interest**

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

### **4 Non-liability of Public Officials**

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

## 6.05 Independent Contractor

a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(e) In the event of any communication to Contractor by a City employee or City official in violation of paragraph (c) above, or advocating a violation of paragraph (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. Contractor will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.



## 6 Business Relationships with Elected Officials

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

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

## 7 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- i) If Contractor has 25 or more full-time employees, and
- ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

c) As of July 1, 2012, the Base Wage is \$11.53, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

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

## 8 Deemed Inclusion,

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

## 9 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor

warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

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

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

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

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

#### 10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

#### 11 Ethics

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

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

## 6.12 MacBride Ordinance

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

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

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds, are not otherwise withheld by the Department of Transportation.

## ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

### 7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

., B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

- 1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;
- 2) failure to perform the Services in a manner satisfactory to the City; ,
- 3) failure to promptly re-perform within a reasonable time Services, that were rejected as erroneous or unsatisfactory;

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- 4) discontinuance of the Services for reasons within the Contractor's reasonable control;

- 5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

## **7.02 Remedies**

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

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The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence

therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

### **3 Right to Offset**

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

### **4 Suspension**

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

### **5 No Damages for Delay**

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. '

### **6 Early Termination**

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall

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restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

## **ARTICLE 8 GENERAL CONDITIONS**

## **1 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.

## **2 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.

## **3 Amendments**

No. changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

## **4 Compliance with All Laws**

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

## **5 Compliance with ADA and Other Accessibility Laws**

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C.

## **22**

§§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 111. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall

comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperfomed as a direct or indirect result of such failure.

## **6 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.

## **7 Cooperation**

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

## **8 Severability**

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision 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 such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not affect the remaining portions of this Agreement or any part thereof.

## **9 Interpretation**

All headings in this Agreement are for convenience of reference only and do not define or

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limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

## **10 Miscellaneous Provisions**

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the



performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

## **11 Disputes**

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

## **12 Contractor Affidavit**

The Contractor must provide to the City, no later than thirty days after the end of each year May 1<sup>st</sup> of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City, no later than June 1<sup>st</sup> of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

## **13 Prohibition on Certain Contributions**

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent

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("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("Identified Parties")), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee during (i) the bid, or other solicitation process for this Contract or other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or any Other Contract with the City is being sought or negotiated.

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

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

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11 -4-

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

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

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

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

### 8.14 Firms Owned or Operated by Individuals with Disabilities

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

### 8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

## ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Special Service Area #26 Commission 1210 W. Rosedale Chicago, Illinois 60660  Department of Housing and Economic Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	East Edgewater Chamber of Commerce, Inc. d/b/a Edgewater Chamber of Commerce 1210 W. Rosedale Chicago, Illinois 60660 Attention: Mr. Sean Richard Smith

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Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

## **ARTICLE 10 CITY ACTION**

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

## **ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT**

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at <<http://www.cityofchicago.org/PLA>>. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner, Department of  
Housing and Economic Development  
as of \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR

By:  
Its:  
Attested By:  
Its:

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

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

(Signature of Notary Public)

EXHIBIT 1 Scope of Services & Budget  
**SCHEDULE A: 2013 SSA BUDGET & SERVICES SUMMARY**  
City of Chicago, Department of Housing and Economic Development

SSA#26 Edgewater Commercial District

Service Provider Agency: East Edgewater Chamber of Commerce, Inc:

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY	CATEGORY	2012 Levy	+ Carry Over	+ Late uollecns ana Interest Income Thereon	= 2013 Budget
1.00 Advertising & Promotion		\$ 33,350	++ \$	++ \$	..... \$ 33,350
			++	++	
			++	++	
			++	++	
			++	++	
			++	++	
2.00 Public Way Maintenance		\$ 117,550	\$ 22,500	\$	\$ 140,050
3.00 Public Way Aesthetics		\$ 181,500	\$ 25,000	\$	\$ 206,500
4.00 Tenant Retention/Attraction		\$ 10,000	\$	\$	\$ . 10,000
5.00 Facade Improvements		\$ 15,000	\$	\$	\$ 15,000
6.00 Parking/Transit/Accessibility		\$ 2,000	\$	\$	\$ 2,000
10.00 Personnel		\$ 66,015	\$ 13,905	\$	\$ 79,920
11.00 Admin Non-Personnel		\$ 14,390	\$	\$	\$ . 14,390

12.00 Loss Collection: 4.3%	\$ 20,000	\$	\$	\$ 20,000
13.00 Late Collections and Interest Income Thereon	\$	\$	\$ 20,177	\$ 20,177
GRAND TOTAL	\$ 459,805	\$ 61,405	\$ 20,177	\$ 541,387

2013 Budget \$ 541,387

LEVY ANALYSIS

1	Estimated 2011 EAV:	\$113,756,309
2	Authorized Tax Rate Cap:	0.550%
3	Estimated 2012 Levy:	\$459,805
4	Estimated Tax Rate to General Fund:	0.404%
	2012 Levy = Est. Tax Rate):	

2013 SSA SERVICES SUMMARY

1.00 Advertising & Promotion 2.00 Public Way Maintenance  
3.00 Public Way Aesthetics 4.00 Tenant Retention/Attraction  
5.00 Facade Improvements 6.00 Parking/Transit/Accessibility

2013 BUDGET & SERVICES - SIGNATURE PAGE

SSA#26 Edgewater Commercial District

Budget & Services Period: January 1, 2013 to December 31, 2013 The 2013 Budget & Services were approved by the SSA Commission.

SSA Chairperson Signature SSA Chairperson Printed Name Date

EXHIBIT 2 Economic Disclosure Statement and Affidavit  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation EDS # 35557

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

East Edgewater Chamber of Commerce, Inc.

Enter d/b/a if applicable:

Edgewater Chamber of Commerce

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1210 W. Rosedale Chicago, IL 60660 United States

C. Telephone:

773-561-6000

Fax:

773-561-8584

Email:

seansmith@edgewater.org <mailto:seansmith@edgewater.org>

D. Name of contact person: Mr. Sean Richard Smith

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

36-3311042

F. Brief description of contract, transaction or other undertaking (referred to below the "Matter") to which this EDS pertains:

To allow East Edgewater Chamber of Commerce, Inc. to enter into a contract with HED to provide services in the SSA#26 district for the SSA#26 2013 budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

, Release Number

User Department Project Number

## **SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS**

A. NATURE OF THE DISCLOSING PARTY



1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501 (c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

Ms. Diane Otteman

Director

Director

Ms. Jennifer Clark

Chairman

Both

Ms. Rae Ann Cecrle  
Director  
Director

**Officer/Director:**

**Title:**

Role: ,

Mr. Brian Koester Executive Vice Chair Both

**Officer/Director:**

**Title:**

**Role:**

Mr. Scott Weddle  
Director  
Director

**Officer/Director:**

**Title:**

**Role:**

Mr. Kaushik Pancholi  
Treasurer  
Both

**Officer/Director:**

**Title:**

**Role:**

Mr. Derek DeLapp  
Director  
Director

**Officer/Director:**

**Title:**

**Role:**

Mr. Dave Frederickson  
Director  
Director

**Officer/Director: Title:**

Mr. Tim Harrington Director



Director

Officer/Director: Mr. Mike Khoury Title:

Director Role: Director

Officer/Director: Mr. Julius Lamar Title:

Director Role: Director

Officer/Director: Mr. Barclay Welch Title:

Secretary-Role: Both

Officer/Director: Ms. Patricia Alvino Title:

Director Role: Director

Officer/Director:- Mr. Sean Richard Smith Title:

President/CEO Role: Both

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

### **SECTION III BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No '

### **SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of

another includes undertaking to influence any legislative or administrative action.

If the 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.

1. Has the Disclosing Party retained any legal entities" in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

**Name:**

**Anticipated/ Retained:**

**Business Address:**

**Relationship: Fees**

**(\$\$ or %): Estimated/Paid:**

James Vourvoulias and Assoc. Anticipated •

665 9 N. Avondale Ave.

Chicago, IL 60631 United States

Accountant

Subcontractor - non MWDBE \$3,500.00

Estimated

**Name:**

**Anticipated/ Retained:**

**Business Address:**

**Relationship: Fees**

**(\$\$ or %): Estimated/Paid:**

Pressure Washing Systems, Inc. Anticipated

1615 S. 3 5th Ave.

Cicero, IL 60804 United States

Subcontractor - non MWDBE

\$37,300.00

Estimated

**Name:**

**Anticipated/ Retained:**

Patch Landscaping and Snow Removal Inc. Anticipated

**Business Address:**

**Relationship: Fees**

**(\$\$ or %): Estimated/Paid:**

6107 N. Ravenswood

Chicago, IL 60660 United States

Subcontractor - MWDBE .

\$230,100.00

Estimated

**Name:**

**Anticipated/ Retained:**

**Business Address:**

**Relationship: Fees**

**(\$\$ or %): Estimated/Paid:**

Folger Flag and Decorating Inc. Anticipated

2748 W. York St.

Blue, Island, IL 60406 United States

Subcontractor - MWDBE

\$25,000.00

Estimated

**Name:**

**Anticipated/ Retained:**

**Business Address:**

**Relationship: Fees**

**(\$\$ or %): Estimated/Paid:**

Groot Industries, Inc. Anticipated

25 00 Landmeier Road

Elk Grove Village, 60007 United States Subcontractor - non MWDBE \$13,150.00

Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

## SECTION V - CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415<sup>F</sup> 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 of any child support obligations by any Illinois court of competent jurisdiction?

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Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23. Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person 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 Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. 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, within a five-year period preceding 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 clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding 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

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by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. 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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, 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

- bid-rigging in violation of 720 ILCS 5/33E-3:
- bid-rotating in violation of 720 ILCS 5/33E-4: or
- 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.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied

Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

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6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. 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 \$20 per recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: 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?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required

information in the space provided below or in an attachment in

the "Additional Info" tab. 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.

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.

I can make the above verification

## SECTION VI - CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS •

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## SECTION VII - ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

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 and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html) <<http://www.cityofchicago.org/city/en/depts/ethics.html>>. 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 the applicable ordinances.

I acknowledge and consent to the above

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The Disclosing Party understands and agrees that:

- 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 transactions with the City. 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 on this EDS and any attachments to this EDS may be made available to the public 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 Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 F.1. and F.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

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

This question 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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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 corporate officers of the Disclosing Party, 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 percent 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.

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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?

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is"

without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None. .

List of attachments uploaded by vendor None.

## **CERTIFICATION**

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

/s/10/17/2012

Mr. Sean Richard Smith

President & CEO

East Edgewater Chamber of Commerce, Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

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

EDS Number: 35557

Certificate Printed on: 10/17/2012

Date of This Filing: 10/17/2012 03:39 PM Original Filing Date: 08/21/2012 12:04 PM

Disclosing Party: East Edgewater Chamber of Title: President & CEO Commerce, Inc.

Filed by: Mr. Sean Richard Smith

Matter: To allow East Edgewater Chamber of Commerce, Inc. to enter into a contract with HED to provide services in the SSA#26 district for the SSA#26 2013 budget. Applicant: East Edgewater Chamber of Commerce, Inc. Specification #: Contract #:

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

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

### EXHIBIT 3

## CONTRACTOR INSURANCE PROVISIONS

### INSURANCE REQUIREMENTS Special Services Area

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

#### A. INSURANCE TO BE PROVIDED

##### 1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

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

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

##### 4) Professional Liability

When any professional consultants (e.g.; CPA's, Attorney, Architects, Engineers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

#### 5) Crime

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

### **B. SECURITY FIRMS**

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

### **C. ADDITIONAL REQUIREMENTS**

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance. Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the

City of Chicago, its employees, elected officials, agents or representatives.

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

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

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

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

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

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

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

## EXHIBIT 4

### SECURITY FIRM INSURANCE PROVISIONS

#### **CONTRACT INSURANCE REQUIREMENTS**

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

#### **A. INSURANCE TO BE PROVIDED**

##### 1) Workers Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense,

and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than \$ 1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis.

4) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

## B. ADDITIONAL REQUIREMENTS

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor 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 Security Firm.

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

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

Any insurance or self insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

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

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

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

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

#### EXHIBIT 5 Prevailing Wages

<<http://www.statejl.us/agency/idol/rates/EVENMO/COOK9999.htrh>>

## Cook County Prevailing Wage tor October 2012

(See explanation of column headings at bottom of wages)

RG TYP C Base FRMAN \*M-F>8 OSA OSH H/W Pensn Vac Trng

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ELEVATOR CONSTRUCTOR FENCE ERECTOR GLAZIER  
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Cook County Prevailing Wage for October 2012

ROOFER

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Saturday) OSH (Overtime is required for every hour worked on Sunday  
and Holidays) ■ H/w (Health t Welfare Insurance) Pensn (Pension) Vac  
(Vacation) Trng (Training)

## Explanations

### COOK COUNTY

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

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

### EXPLANATION OF CLASSES-

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical.

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systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

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

#### COMMUNICATIONS ELECTRICIAN

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

pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

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

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Planer; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes-, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift. Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One - Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Rani; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Buil. ker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Glass 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

ft. in diameter and over tunnel, etc;' Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSC0).

Class.2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe. Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete'Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine-Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) 12 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes:

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Squeeze Cretes - Screw Type Pumps, Gypsum Bulker' and. .Pump'; Roller, ■ Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip -Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.<sup>1</sup>; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work .Boats; Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

Class'7. Gradall and machines of like nature.

OPERATING ENGINEER - .FLOATING

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

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

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

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

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY '

9/26/2012 9:15 AM

<<http://wwwv.state.il.us/agency/idol/rates/EVENMO/COOK9999:htm>>

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

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

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

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

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

trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic-Truck Welder and Truck Painter.

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

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will, upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no-neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please, contact IDOL at 21.7-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators

9/26/2012 9:15 AM

Cook County Prevailing Wage for October 2012 <<http://www.stateil.us/agency/iddl/rates/EVENMO/COOK9999.htm>>

(regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

9/26/2012 9:15 AM

EXHIBIT 6 Performance Bond Form

**CONTRACTOR'S PERFORMANCE & PAYMENT BOND**

^Rttflfo JU1 (JHcn bit fl|£8P presents, That we. Principal, hereinafter referred to as

Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of



lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

J&Stilth with our seals and dated this

day of

A.D., 20

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No.

and Specification No.

all in conformity with said contract, for.

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless (he City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else; in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements, of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay a) claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the parry or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the Suite of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases

of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

\_\_\_\_\_, (Seal)

Approved \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Seal)

\_\_\_\_\_  
Purchasing Agent (Seal)

(Seal)

Approved as to form and legality: (Seal)

(Seal)

Assistant Corporation Counsel  
**STATE OF ILLINOIS COUNTY OF COOK**

I

aforsaid, DO HEREBY CERTIFY that\_

, a Notary Public in and for the County and State

President and

Z

*il*

UO

. Secretary of the\_

such  
President and\_

who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as

. Secretary, appeared

before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as

their free and voluntary act, and as the free and voluntary act of the said  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this                      day of                      20\_\_

*Notary Public*

, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that\_\_

. subscribed in the foregoing instrument as such\_\_

\_, appeared before me this day in person and acknowledged that\_\_

signed, sealed and delivered the said instrument of writing as\_\_

**H W 06**

and voluntary act of the said\_\_

for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this                      day of                      20\_\_

*Notary Public*

!•}

## STATE OF ILLINOIS COUNTY OF COOK

**I**  
subscribed in the foregoing

aforesaid, DO HEREBY CERTIFY that

who                      personally known to me to be the same persons whose name .

. signed, sealed and delivered the

. he\_\_

instrument, appeared before me this day in person and acknowledged that\_\_

said instrument of writing as                      free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this\_\_

*Notary Public*

GRC-160211-26-1

## RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No.    and Specification No. ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its

subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

EXHIBIT 7

Contractor Affidavit

Contractor Name:  
Special Service Area Number:  
Agreement ("Agreement"):

Agreement between the City of Chicago and \_\_\_\_\_ dated \_\_\_\_\_  
, relating to the provision of special services. .

**AFFIDAVIT**

The undersigned, \_\_\_\_\_, as \_\_\_\_\_, and on behalf of \_\_\_\_\_, having been duly sworn under oath, certifies that in the year \_\_\_\_\_, it performed that portion of the Services described in Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

NAME OF CONTRACTOR:

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

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

Sworn to and acknowledged before me by \_\_\_\_\_; \_\_\_\_\_  
[title of \_\_\_\_\_] as \_\_\_\_\_  
contracting party] this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
[name of \_\_\_\_\_]

Signature of Notary

INSERT FULL ASSESMENT FORM

EXHIBIT 8

Special Service Area - Additional Audit Requirements

Accounting System

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance for the Contractor's Selection of a CPA Firm (Independent Auditor)

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria, and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.
2. Distribute and publicize the RFP sufficiently to ensure full and open competition.
3. Request in the RFP that bidders provide detail on:
  - a. How the CPA Firm will conduct the audit;
  - b. Qualifications of the CPA Firm, management, and staff, including experience in auditing like entities.
  - c. Policies on notification of changes in key personnel.
  - d. ^ Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous 2 years,
  - e. Whether the CPA Firm has received a positive peer review within the last 3 years.
  - f. Whether the CPA Firm is independent, as defined by applicable auditing standards.
  - ; g. Whether the CPA Firm has been the object of any disciplinary action during the . past 3 years.
  - h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current' license with the RFP response or annually.
  - i. Confirmation the CPA Firm is not on the City's debarred vendor list,
  - j. . The audit fee.
4. Evaluate the proposals based on:
  - a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.
  - b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific

- deadlines and other requirements.
  - c. Qualifications of the CPA Firm.
  - d. Qualifications of the audit team.
  - e. The information provided by respondents in response to the RFP, including cost and independence.
5. Rate the proposals as follows:
- a. Proposals should be evaluated as submitted.
  - b. Make a list of strengths and weaknesses for each to support its technical rating.
  - c. Review the proposed fees offered by the bidders after completion of the technical evaluation.
  - d. Ask questions of the bidders to eliminate any ambiguities.
  - e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.
6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:
- a. Audit scope, objectives, and purposes.
  - b. Deadlines for the work to be performed.
  - c. Audit fees.
  - d. Report format, including providing a PDF digital version of the final audit.
  - e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").
  - f. Professional auditing standards to be followed in performing the audit.
  - g. Independence of the CPA Firm to the SSAC.
  - h. Terms of making changes to the scope of the agreement.
  - i. CPA Firm's ownership of the work papers, retention period, and requirement for availability to the City upon request.

#### Summary Schedule of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carry over" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

#### Audit of Financial Statements

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

#### Audit Documents

The City requires an audit conducted in accordance with generally accepted accounting principles to include the-following documents:

1. Statement of Financial Position.
2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g. columns should be 2013 Budget, 2013 Actual, Variance, 2012 Budget, 2012 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

#### CPA Firm License

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

#### Audit Presentations

The CPA Firm shall attend at least one (1) SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

#### Debarment

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list. «

EXHIBIT 9 PLA  
CITY OF CHICAGO

MULTI- PROJECT LABOR AGREEMENT

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.



2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement. )
5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.
9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.
10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractors) or subcontractors) by the applicable labor organization or fringe benefit fund

and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
  - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
  - b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.
  - c.) If no settlement agreement is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

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12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.
13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be

directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.
16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's "Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including

the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the

applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each, of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9<sup>th</sup> day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of

(Insert Name of Labor Organization)

Its Duly Authorized Officer