

ORDINANCE

WHEREAS, special service areas may be established pursuant to Article VII, Sections 6(l) 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, the City Council of the City of Chicago (the "City Council") determines that it is in the best interests of the City of Chicago (the "City") to establish a special service area to be known and designated as Special Service Area Number 48 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area for a period of ten (10) years sufficient to produce revenues required to provide those Special Services (the "Services Tax"); and

WHEREAS, the City Council desires to authorize the execution of an agreement with a service provider for the provision of the Special Services in and for the Area in fiscal year 2010; 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, as established by this ordinance, consists of contiguous territory in the City;
- (b) The City Council adopted an ordinance on September 9, 2009 authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;
- (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 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 5, 2009 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 establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance;

(g) The Public Hearing was finally adjourned on October 5, 2009;

(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 5, 2009; and

(i) The City Council hereby finds and determines that it is in the best interests of the City that the Area be established and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is hereby established a special service area located within the City to be known and designated as City of Chicago Special Service Area Number 48. The approximate street location of said territory consists of the area on North Avenue from the east side of Orleans Street to the west side of LaSalle Street on the south side of North Avenue and from the east side of North Park Avenue to the west side of LaSalle Street on the north side of North Avenue; Wells Street from the north side of Schiller Street to North Avenue, to include the buildings on all four corners at the intersection of North Avenue and Wells Street. 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 include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, security, coordination of 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). 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 2009 through and including 2018 the Services Tax upon the taxable property within the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed an annual rate of three tenths of one percent (0.3%) 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. Based on the recommendation of the Department of Community Development, there is hereby appropriated the following sum in the amount and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

SPECIAL SERVICE AREA, NUMBER 48

SPECIAL SERVICE AREA BUDGET

For the fiscal year beginning January 1, 2010 and ending December 31, 2010.

EXPENDITURES

Service Provider Agreement
for the provision of Special
Services

\$169,860

TOTAL BUDGET REQUEST

\$169,860

SOURCE OF FUNDING

Tax levy not to exceed an annual rate of
three tenths of one percent (0.3%) of the
equalized assessed value, of taxable
property within Special Service Area Number 48

\$169,860

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 \$169,860 as the amount of the Services Tax for the tax year 2009.

SECTION 8. Commission Authorized. There is hereby established the Old Town Special Service Area Commission (the "Commission") which shall consist of nine (9) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members. Of the initial Commission members, five (5) members shall be appointed to serve for three year terms, and four (4) shall be appointed to serve for two year terms. Upon the expiration of the term of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of three years and until a successor is appointed. In the event of a vacancy on the Commission due to resignation, death, inability to serve, removal by the Mayor, or other reason, the Mayor, with the approval of City Council, shall appoint a successor. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve not more than two successive two year terms. The Commission may establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 9 hereof. The terms and powers of the Commission members shall cease upon the termination of the time period for

which the levy of the Services Tax is authorized. The members of the Commission shall serve without compensation.

SECTION 9. Powers of the Commission. The Commission is hereby granted the following powers:

(a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council; and

(b) to recommend a sole service provider contract, including a scope of services and a contractor therefor, to the City Council for the provision of the Special Services.

SECTION 10. Service Provider Agreement. The Acting Commissioner of the Department of Community Development (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 Old Town Merchants and Residents Association, 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 11. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 12. 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 this ordinance shall be deemed to be null and void, the Area shall not be created, the Services Tax shall not be levied, and the Service Provider Agreement shall not be entered into or shall be deemed to be null and void and no compensation in connection therewith shall be provided to the Organization.

SECTION 13. 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 14. 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 29, 2009, 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 2009 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 15. 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.

SECTION 16. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 17. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

EXHIBIT 1

Legal Description

See attached pages.

SSA #48 Old Town Legal Description

THOSE PARTS OF SECTION 4, IN TOWNSHIP 39 NORTH, RANGE 14 TOGETHER WITH THOSE PARTS OF SECTION 33, IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF NORTH AVENUE WITH THE CENTERLINE OF NORTH PARK AVENUE; THENCE NORTHERLY ALONG THE CENTERLINE OF NORTH PARK AVENUE TO THE SOUTH LINE OF LOT 22 OF A SUBDIVISION KNOWN AS THE NORTH ADDITION TO CHICAGO; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE CENTERLINE OF WELLS STREET; THENCE SOUTHERLY ALONG SAID LINE TO THE SOUTH LINE OF LOT 5 OF THE SUBDIVISION OF LOT 1 OF NORTH ADDITION TO CHICAGO; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT ON A LINE 67 FEET NORTH OF THE NORTH LINE OF NORTH AVENUE AS IT NOW EXISTS; THENCE EASTERLY ALONG SAID LINE TO THE CENTERLINE OF LASALLE STREET; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 10 IN ASSESSOR'S DIVISION OF LOT 109 OF BRONSON'S ADDITION; THENCE WESTERLY ALONG SAID LINE TO THE CENTERLINE OF THE ALLEY FIRST WEST OF LASALLE STREET; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF THE ALLEY FIRST SOUTH OF NORTH AVENUE; THENCE WESTERLY ALONG SAID CENTERLINE TO A LINE 204.65 FEET WEST OF THE WEST LINE OF LASALLE STREET; THENCE SOUTHERLY ALONG SAID LINE TO THE SOUTH LINE OF LOT 110 IN BRONSON'S ADDITION TO CHICAGO; THENCE EASTERLY ALONG SAID LINE TO THE EAST LINE OF THE ALLEY FIRST WEST OF LASALLE STREET; THENCE SOUTHERLY ALONG SAID LINE TO THE CENTERLINE OF THE ALLEY FIRST NORTH OF BURTON STREET; THENCE WESTERLY ALONG SAID LINE TO THE WEST LINE OF THE FIRST ALLEY EAST OF WELLS STREET; THENCE SOUTHERLY ALONG SAID LINE

TO THE SOUTH LINE OF THE ALLEY FIRST SOUTH OF BURTON STREET; THENCE EASTERLY ALONG SAID LINE TO THE NORTHEAST CORNER OF LOT 3 IN COUNTY CLERK'S REDIVISION OF LOT 117 OF BRONSON'S ADDITION TO CHICAGO; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 3 AND ITS SOUTHERLY EXTENSION TO THE NORTH LINE OF LOT 14 IN ASSESSOR'S DIVISION OF LOTS 92, 93, 94, 99, 101, 102, AND PARTS OF LOTS 95, 96, 97, & 100 OF BRONSON'S ADDITION; THENCE WESTERLY TO THE NORTHWEST CORNER OF LOT 14 OF ASSESSOR'S DIVISION OF LOTS 92, 93, 94, 99, 101, 102, AND PARTS OF LOTS 95, 96, 97, & 100 OF BRONSON'S ADDITION; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 14, 15 AND 16 OF SAID ASSESSOR'S DIVISION AND CONTINUING ALONG THE

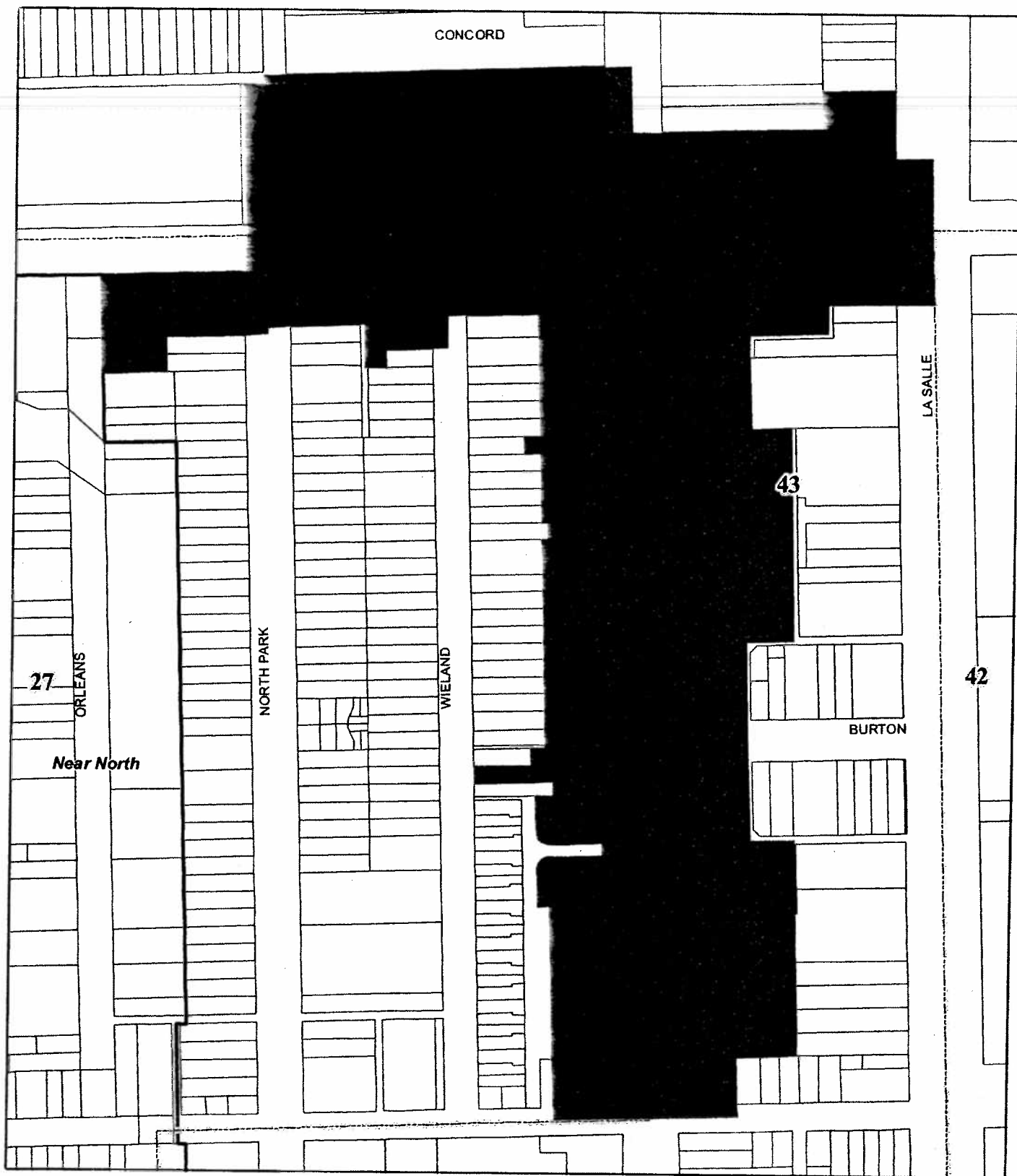
WEST LINES OF LOTS 4 AND 5 OF ASSESSOR'S DIVISION OF LOTS 95, 96, 97, & 100 OF BRONSON'S ADDITION AND CONTINUING SOUTHERLY ALONG THE WEST LINES OF LOTS 4 AND 3 OF WACKER & OTHERS RESUBDIVISION TO THE SOUTHEAST CORNER OF LOT 2 OF SAID SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A POINT ON A LINE 83 FEET EAST OF THE EAST LINE OF WELLS STREET; THENCE SOUTHERLY ALONG SAID LINE TO THE CENTERLINE OF SCHILLER STREET; THENCE WESTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE ALLEY FIRST WEST OF WELLS STREET; THENCE NORTHERLY ALONG SAID LINE TO THE SOUTH LINE OF LOT 2 IN ASSESSOR'S DIVISION OF LOTS 140 & 141 OF BRONSON'S ADDITION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID DIVISION TO THE SOUTH LINE OF LOT 39 IN SCHILLER PLACE RESUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER THEREOF; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE WEST AND NORTH LINES OF LOT 38 IN SAID RESUBDIVISION TO THE WEST LINE OF LOT 37 IN SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 37 TO 34, INCLUSIVE, TO THE WEST LINE OF LOT 33 IN SAID RESUBDIVISION; THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 33 AND 32 IN SAID RESUBDIVISION TO THE SOUTHEAST CORNER OF LOT 31; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 31 TO 28, INCLUSIVE, TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE SOUTH AND WEST LINE OF LOT 26 AND THE WEST LINE LOT 27 OF SAID RESUBDIVISION TO THE SOUTH LINE OF LOT 150 IN W. B. OGDEN'S SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF WIELAND STREET; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 3 OF M. O. WILLIAM'S SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT TO THE SOUTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE EASTERLY ALONG NORTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF LOT 154 IN W. B. OGDEN'S SUBDIVISION; THENCE NORTHERLY ALONG A LINE MIDWAY BETWEEN THE EAST LINE WIELAND STREET AND THE WEST LINE OF WELLS STREET TO THE SOUTHEAST CORNER OF LOT 8 IN COUNTY CLERK'S DIVISION OF LOT 126 AND THE EAST HALF OF LOT 125 OF BRONSON'S ADDITION TO CHICAGO; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF PIN 17-04-203-087; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PIN TO THE NORTHWEST CORNER THEREOF; THENCE WESTERLY TO SAID LINE MIDWAY BETWEEN WIELAND STREET AND WELLS STREET; THENCE NORTHERLY ALONG SAID MIDWAY LINE TO THE SOUTH LINE OF LOT 1 IN THE RESUBDIVISION OF

THE NORTH HALF OF THE NORTHEAST QUARTER OF LOT 125 OF
BRONSON'S ADDITION TO CHICAGO; THENCE WESTERLY TO THE
SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY TO THE
NORTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE
NORTH LINE OF SAID LOT 1 TO SAID MIDWAY LINE; THENCE NORTHERLY
TO THE SOUTHEAST CORNER OF LOT 3 IN THE SUBDIVISION OF THE NORTH
103 FEET OF THE EAST 227.37 FEET OF LOT 118 & 121 OF BRONSON'S
ADDITION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID
SUBDIVISION TO THE CENTERLINE OF WEILAND STREET; THENCE
SOUTHERLY ALONG SAID CENTERLINE TO THE EASTERLY EXTENSION OF
A LINE 116.6 FEET SOUTH OF THE SOUTH LINE OF NORTH AVENUE;
THENCE WESTERLY ALONG SAID LINE TO A POINT 68.15 FEET WEST OF THE
WEST LINE OF WEILAND STREET; THENCE SOUTHERLY ALONG A LINE
PARALLEL WITH SAID WEST LINE TO THE SOUTH LINE OF THE
SUBDIVISION OF THE WEST HALF OF LOTS 118 AND 121 OF BRONSON'S
SUBDIVISION; THENCE WESTERLY ALONG SAID LINE TO THE CENTERLINE
OF THE ALLEY FIRST WEST OF WEILAND STREET; THENCE NORTH ALONG
SAID CENTERLINE TO THE NORTH LINE OF LOT 3 OF SAID SUBDIVISION;
THENCE WEST ALONG SAID NORTH LINE TO THE CENTERLINE OF NORTH
PARK AVENUE; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE
NORTH LINE OF LOT 3 OF F. A. JENSH'S SUBDIVISION; THENCE WEST
ALONG SAID LINE TO THE EAST LINE OF LOT 5 OF SAID SUBDIVISION;
THENCE SOUTHERLY ALONG SAID LINE TO THE SOUTH LINE OF SAID
SUBDIVISION; THENCE WEST TO THE EAST LINE OF ORLEANS STREET;
THENCE NORTH ALONG SAID EAST LINE TO THE CENTERLINE OF NORTH
AVENUE; THENCE EASTERLY ALONG SAID CENTERLINE TO THE POINT OF
BEGINNING.






EXHIBIT 2

Map

See attached.



Legend

-  SSA
-  Old Town
-  Expansion Area
-  TIF
-  Ward

WORK PRODUCT
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Old Town SSA#48



CITY OF CHICAGO
RICHARD M. DALEY
MAYOR

DEPARTMENT OF COMMUNITY
DEVELOPMENT
CHRISTINE RAGUSO
ACTING COMMISSIONER

EXHIBIT 3

Permanent Index Numbers

See attached pages.

SSA #48 Old Town PIN List 7/6/09

14-33-421-038-0000	17-04-203-099-1002	17-04-203-151-1056	17-04-204-016-0000
14-33-422-027-0000	17-04-203-099-1003	17-04-203-151-1057	17-04-204-017-0000
14-33-422-028-0000	17-04-203-099-1004	17-04-203-151-1058	17-04-204-029-0000
14-33-422-029-0000	17-04-203-135-0000	17-04-203-151-1059	17-04-204-030-0000
14-33-422-030-0000	17-04-203-137-0000	17-04-203-151-1060	17-04-204-038-0000
14-33-422-034-0000	17-04-203-138-0000	17-04-203-151-1061	17-04-204-039-0000
14-33-422-035-0000	17-04-203-139-0000	17-04-203-151-1062	17-04-204-040-0000
14-33-422-036-0000	17-04-203-140-0000	17-04-203-151-1063	17-04-204-041-0000
14-33-422-040-0000	17-04-203-141-0000	17-04-203-151-1064	17-04-204-042-0000
14-33-422-041-0000	17-04-203-142-0000	17-04-203-151-1065	17-04-204-046-1001
14-33-422-052-0000	17-04-203-143-0000	17-04-203-151-1066	17-04-204-046-1002
14-33-422-054-0000	17-04-203-144-0000	17-04-203-151-1067	17-04-204-046-1003
14-33-422-055-0000	17-04-203-145-0000	17-04-203-151-1068	17-04-204-046-1004
14-33-422-056-0000	17-04-203-146-0000	17-04-203-151-1069	17-04-204-057-1001
14-33-422-057-0000	17-04-203-147-0000	17-04-203-151-1070	17-04-204-057-1002
14-33-422-058-0000	17-04-203-148-0000	17-04-203-151-1071	17-04-204-057-1003
14-33-422-059-0000	17-04-203-151-1001	17-04-203-151-1072	17-04-204-057-1004
14-33-422-061-0000	17-04-203-151-1002	17-04-203-151-1073	17-04-204-057-1005
14-33-422-062-0000	17-04-203-151-1003	17-04-203-151-1074	17-04-204-057-1006
14-33-422-063-0000	17-04-203-151-1004	17-04-203-151-1075	17-04-204-057-1007
14-33-422-064-0000	17-04-203-151-1005	17-04-203-151-1076	17-04-204-057-1008
14-33-423-014-0000	17-04-203-151-1006	17-04-203-151-1077	17-04-204-057-1009
14-33-423-015-0000	17-04-203-151-1007	17-04-203-151-1078	17-04-204-057-1010
14-33-423-016-0000	17-04-203-151-1008	17-04-203-151-1079	17-04-204-057-1011
14-33-423-017-0000	17-04-203-151-1009	17-04-203-151-1080	17-04-204-057-1012
14-33-423-018-0000	17-04-203-151-1010	17-04-203-151-1081	17-04-204-057-1013
14-33-423-019-0000	17-04-203-151-1011	17-04-203-151-1082	17-04-204-057-1014
14-33-423-034-0000	17-04-203-151-1012	17-04-203-151-1083	17-04-204-057-1015
14-33-423-035-0000	17-04-203-151-1013	17-04-203-151-1084	17-04-204-057-1016
14-33-423-036-0000	17-04-203-151-1014	17-04-203-151-1085	17-04-204-057-1017
14-33-423-043-0000	17-04-203-151-1015	17-04-203-151-1086	17-04-204-057-1018
14-33-423-044-0000	17-04-203-151-1016	17-04-203-151-1087	17-04-204-057-1019
17-04-201-001-0000	17-04-203-151-1017	17-04-203-151-1088	17-04-204-057-1021
17-04-201-002-0000	17-04-203-151-1019	17-04-203-151-1089	17-04-204-057-1022
17-04-201-008-0000	17-04-203-151-1020	17-04-203-151-1090	17-04-204-057-1023
17-04-201-009-0000	17-04-203-151-1021	17-04-203-151-1091	17-04-204-057-1024
17-04-201-010-0000	17-04-203-151-1022	17-04-203-151-1092	17-04-204-057-1026
17-04-202-001-0000	17-04-203-151-1024	17-04-203-151-1093	17-04-204-057-1027
17-04-202-032-0000	17-04-203-151-1025	17-04-203-151-1094	17-04-204-057-1028
17-04-202-078-0000	17-04-203-151-1026	17-04-203-151-1095	17-04-204-057-1030
17-04-203-002-0000	17-04-203-151-1027	17-04-203-151-1096	17-04-204-057-1031
17-04-203-003-0000	17-04-203-151-1028	17-04-203-151-1097	17-04-204-057-1032
17-04-203-004-0000	17-04-203-151-1029	17-04-203-15	

SSA #48 Old Town PIN List 7/6/09

17-04-204-057-1060	17-04-205-068-1017
17-04-204-057-1061	17-04-205-068-1018
17-04-204-057-1062	17-04-205-068-1019
17-04-204-057-1063	17-04-205-068-1020
17-04-204-057-1064	17-04-205-068-1021
17-04-204-057-1065	17-04-205-068-1022
17-04-204-057-1066	17-04-205-068-1023
17-04-204-057-1067	17-04-205-068-1024
17-04-204-057-1068	17-04-205-068-1025
17-04-204-057-1069	17-04-205-068-1026
17-04-204-057-1070	17-04-205-068-1027
17-04-204-057-1071	17-04-205-068-1028
17-04-204-057-1072	17-04-205-068-1029
17-04-204-057-1073	17-04-205-068-1030
17-04-204-057-1074	17-04-205-068-1031
17-04-204-057-1075	17-04-205-068-1032
17-04-204-057-1076	17-04-205-068-1033
17-04-204-057-1077	17-04-205-068-1034
17-04-204-057-1078	17-04-205-068-1035
17-04-204-057-1079	17-04-205-068-1036
17-04-204-057-1080	17-04-205-068-1037
17-04-204-057-1081	17-04-205-068-1038
17-04-204-057-1082	17-04-205-068-1039
17-04-204-057-1083	17-04-205-068-1040
17-04-204-057-1084	17-04-205-068-1041
17-04-205-022-0000	17-04-205-068-1042
17-04-205-031-0000	17-04-205-068-1043
17-04-205-032-0000	17-04-205-068-1044
17-04-205-048-0000	17-04-205-068-1045
17-04-205-049-0000	17-04-205-068-1046
17-04-205-051-0000	17-04-205-068-1047
17-04-205-059-0000	17-04-205-068-1048
17-04-205-060-0000	17-04-205-068-1049
17-04-205-066-1001	17-04-205-068-1050
17-04-205-066-1002	17-04-205-068-1051
17-04-205-066-1003	17-04-205-068-1052
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17-04-205-066-1014	17-04-205-070-1002
17-04-205-066-1015	17-04-205-070-1003
17-04-205-066-1016	17-04-205-070-1004
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17-04-205-066-1018	17-04-203-053-0000
17-04-205-066-1019	17-04-203-052-0000
17-04-205-066-1020	17-04-203-136-0000
17-04-205-068-1001	17-04-205-067-0000
17-04-205-068-1002	17-04-205-058-0000
17-04-205-068-1003	17-04-205-055-1001
17-04-205-068-1004	17-04-205-055-1002
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17-04-205-068-1010	
17-04-205-068-1011	
17-04-205-068-1012	
17-04-205-068-1013	
17-04-205-068-1014	
17-04-205-068-1015	
17-04-205-068-1016	

EXHIBIT 4

Public Hearing Notice

See attached pages.



SUN-TIMES
NEWS GROUP

Certificates of Publication

State of Illinois - County of ☒ Cook ☐ Kane ☐ Lake ☐ McHenry
☐ DuPage ☐ Will ☐ Dekalb

Sunt-Times News Group, 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 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended By Laws 1959, P1494, and EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, P1..

Note: Legal Notice appeared in the following checked positions.

PUBLICATION DATE(S): 09/18/09

☐ The Beacon News

☐ The Courier News

☐ The Herald News

☐ The Lake County News-Sun

☐ The Naperville Sun

☐ The SouthTownStar

☒ The Chicago Sun-Times

Weekly Papers

☐ Batavia Sun

☐ Bolingbrook Sun

☐ Downers Grove Sun

☐ Fox Valley Villages Sun

☐ Geneva Sun

☐ Glen Ellyn Sun

☐ Homer Township/Lockport/Lemont Sun

☐ Lincoln Way Sun

☐ Lisle Sun

☐ Plainfield Sun

☐ St. Charles Sun

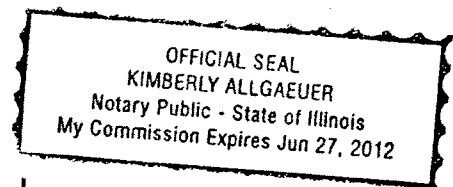
☐ Wheaton Sun

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

By

John G. Bieschke

Legal Advertising Manager (Official Title)



Subscribed and sworn to before me this 18 Day of September A. D. 2009

By:

Notary Public

City of Chicago Special Service Area Number 45
 Number 2000 of the City of Chicago, Chicago, Illinois

[illegible]

-600886890 Pub: September 18, 2009

EXHIBIT 5

Service Provider Agreement

See attached pages.

Agreement for Special Service Area #48

between

the CITY OF CHICAGO

(Represented by the Special Service Area Commission)

and

OLD TOWN MERCHANTS AND RESIDENTS ASSOCIATION

effective January 1, 2010 through December 31, 2010

Richard M. Daley
Mayor

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EXHIBIT 7 Performance Bond Form

EXHIBIT 8 Contractor Affidavit

EXHIBIT 9 Additional Audit Requirements

#48

AGREEMENT

This Agreement for the management of Special Service Area Number 48 is entered into on January, 2010 by and between Old Town Merchants and Residents Association, 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 48" ("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 .300% 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 December 2, 2009, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2010 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2010, and continuing until December 31, 2010, 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 or Acting Commissioner of the Department of Community Development or a duly authorized representative of the Commissioner or Acting Commissioner of the Department of Community 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 Community Development.

"Establishment Ordinance" means, the ordinance enacted by City Council on _____, 2009 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"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 and Private Security Act of 1993, 225 ILCS 446/1 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) 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.

"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

3.01 Scope of Services

The Services which the Contractor shall provide during the first year of this Agreement 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 2 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.

For each subsequent year during the term of this Agreement, if any, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the SSAC in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the Scope of Services for that year.

3.02 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.

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 reperformed 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 6 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, 35 ILCS 30/565/1 et seq.

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

(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.

3.05 Insurance

The Contractor 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 enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 5 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 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if it wishes, revise the insurance required herein.

3.06 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 Indemnitees” 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, 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. 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 9 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 9 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 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.

3.08 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.

3.09 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 7 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, 2010 ("Effective Date") and shall continue through December 31, 2010, or until the Agreement is terminated earlier in accordance with its terms.

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ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2010 and December 31, 2010 is \$169,860 or the total amount of Service Tax Funds actually collected for tax year 2009, whichever is less.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2010, attached hereto as Exhibit 2 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 2010 may not exceed \$169,860, 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 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 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 SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES. 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 Diamond Bank 109 W. North Avenue Chicago, IL 60614 and the wire transfer and the Account numbers are transfer # 271071101 Acct # 1904037092.

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.

*** Diamond Bank
100 West North Avenue
Chicago, IL 60614

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.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number 0A77 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; and
- B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and
- 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; and
- 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; and
- E. That it, all Subcontractors and their respective officers, directors, agents, partners, and

employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

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; and

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 understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of the City of Chicago.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS), which is attached hereto as Exhibit 3 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.

6.03 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, 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.

6.04 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

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.

6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact,

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

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

6.07 Chicago “Living Wage” Ordinance

(a) Section 2-92-610 of the Municipal Code 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, 2009, the Base Wage is \$11.03, 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.

6.08 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.

6.09 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.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 3, 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.

6.11 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.

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

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;
- (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.
- F. 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.

7.03 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.

7.04 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.

7.05 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.

7.06 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 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

8.01 Entire Agreement

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

8.02 Counterparts

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

8.03 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.

8.04 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.

8.05 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. §§ 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 Ill. 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.

8.06 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.

8.07 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.

8.08 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 effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

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

8.10 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.

8.11 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 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.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The form of this affidavit is attached as Exhibit 8 and incorporated by reference.

8.13 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 ("**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 (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that 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. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

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

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

For purposes of this provision:

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

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

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

Individuals are “Domestic Partners” if they satisfy the following criteria:

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

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

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 #48 Commission
 1520 N. Wells St.
 Chicago, Illinois 60610

 Department of Community 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: Old Town Merchants and Resident Association
 1520 N. Wells St.
 Chicago, Illinois 60610
 Attention: John Blick

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.

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

Recommended by:

N/A
SSAC Chairperson

CITY OF CHICAGO

By: Christen Ragan
Acting Commissioner, Department of
Community Development
as of 11/1, 2010

CONTRACTOR

By: Tom Erd

Its: president

Attested By: John Blick

Its: Executive Director

State of Illinois

County of Cook

This instrument was acknowledged before me on 11/24/09 (date) by John Blick
Tom Erd (name/s of person/s) as E.D., President (type of authority, e.g., officer, trustee, etc.) of Old Town Merchants & Residents Association (name of party on behalf of whom instrument was executed).

[Signature]
(Signature of Notary Public)

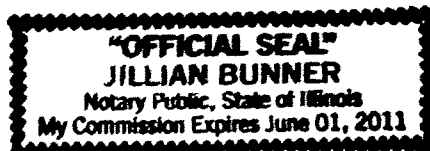


EXHIBIT 1

Scope of Services

SSA #48 OLD TOWN 2010 SCOPE OF SERVICES

Advertising & Promotion
Public Way Maintenance
Public Way Aesthetics
Façade Improvements
Parking/Transit/Accessibility
District Planning

EXHIBIT 2

Budget

SCHEDULE C: 2010 SSA BUDGET SUMMARY

Department of Community Development

Special Service Area Number & Name: SSA #48 Old Town

SSA Chairperson: TBD

Service Provider: Old Town Merchants and Residents Association

SSA Program Manager: John Blick

Budget Period: January 1, 2010 to December 31, 2010

Service	2009 Levy	+	Carry Over	=	2010 Budget
Advertising & Promotion	\$ 1,500		\$ -		\$ 1,500
Public Way Maintenance	\$ 60,000		\$ -		\$ 60,000
Public Way Aesthetics	\$ 30,000		\$ -		\$ 30,000
Tenant Retention/Attraction	\$ -		\$ -		\$ -
Façade Improvements	\$ 1,000		\$ -		\$ 1,000
Parking/Transit/Accessibility	\$ 6,884		\$ -		\$ 6,884
Safety Programs	\$ -		\$ -		\$ -
District Planning	\$ 45,000		\$ -		\$ 45,000
Other Technical Assistance	\$ -		\$ -		\$ -
TOTAL SERVICES	\$ 144,384		\$ -		\$ 144,384
Administration	\$ 15,284		\$ -		\$ 15,284
Loss Collection 6.0%	\$ 10,192		\$ -		\$ 10,192
GRAND TOTAL	\$ 169,860	+	\$ -	=	\$ 169,860
ADMIN/TOTAL BUDGET RATIO					9.0%

DCD USE ONLY	
Estimated 2008 EAV:	\$70,910,375
Authorized Tax Rate Cap:	0.300%
Estimated Tax Rate for 2009 Levy:	0.240%
Estimated 2009 Levy:	\$169,860

EXHIBIT 3

Economic Disclosure Statement and Affidavit

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

SECTION I – GENERAL INFORMATION

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

Old Town Merchants and Residents Association

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

1520 N. Wells

Chicago, IL 60610

C. Telephone: 312-951-6106

Fax: 312-951-9427

Email: jblick@oldtownchicago.org

D. Name of contact person: John Blick, Executive Director

E. Federal Employer Identification No. (if you have one): 36-3236430

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Enter into an agreement to provide services for the area included in SSA #48

G. Which City agency or department is requesting this EDS? Community Development

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

Specification # _____ and Contract # _____

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|---|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input checked="" type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input checked="" type="checkbox"/> Other (please specify) |
| | <u>501 (c)(6)</u> |

* Note B.1.b below.

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

Illinois

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

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

See Attached List "no members"

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

Old Town
Merchants
Residents
Association



1520 North Wells Street, Garden Level • Old Town, Chicago, Illinois 60610
Web: www.oldtownchicago.org • E-mail: otmr@oldtownchicago.org
312.951-6106 • Fax 312.951-9427

2008-2009 OLD TOWN MERCHANTS & RESIDENTS ASSOCIATION
EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS

Executive Committee:

Mary Quincannon - Chairman
@Properties

Tom Erd - President
The Spice House

Joe Milio - First Vice-President
Old Town Resident

Gary Niemand - Vice President
Condo President

Mimi O'Brien - Treasurer
O'Brien's Restaurant

Ken Ross - Secretary
Ross Realty Management

Board of Directors

Dino Lubbat
Dinotto Ristorante

Tami Brody
One Yellow Shoe

Adam Beltzman
Haberdash, Inc.

Peter O'Brien
MADO Management

Maria Paonessa
Campagna della Bellezza

Guilia Sindler
Kamabachi of Tokyo

Janice Kay Smith
A Woman's Gym

Laura Zalloni
Trattoria Roma

David Datallo
The Fudge Pot

Diana Silvius-Gits
Up Down Cigar

Michael Javid
Old Town Gardens

Marsha Kaeseberg
Jumbalia

Tara Long
The Fireplace Inn

Agnese Milito
Orso's Restaurant

John Blick, Executive Director
Old Town Merchants & Residents
Association

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
"None"		

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?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

Name (indicate whether retained or anticipated to be retained) see attached list	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

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

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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 term of the contract.

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

☐ Yes ☐ No ☒ No person owns 10% or more of the Disclosing Party.

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

☐ Yes ☐ No

OLD TOWN SSA DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES - MAY 2009

<u>Name</u>	<u>Business Address</u>	<u>Relationship to Disclosing Party</u>	<u>Fees</u>
Packon, Matousek, and Alder	221 N. LaSalle, Suite 1300 Chicago, IL 60601	Accountant	\$7,400 annually
PLACE Consulting	1857 W. Howard Chicago, IL 60626	SSA Consultant	\$110/hr for president \$75/hr for project manager \$45/hr for associate
Old Town Gardens	1566 N. Wells St Chicago, IL 60610	Landscaping/Maintenance/Holiday Decorations	\$49,000 annually
Bishop Taylor Group	357 W. Erie, 5th Floor Chicago, IL 60654	Banner Program	\$15,000 every 3 years
American Maintenance Corp.	1801 W. Foster Chicago, IL 60640	Skidewalk Power Washing	\$5,750/washing
Table XI	123 N. Jefferson Chicago, IL 60661	Internet Services	\$4,800 annually

B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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 by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
4. 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.
5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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

N/A

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

D. CERTIFICATION REGARDING 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?

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

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

Name	Business Address	Nature of Interest
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

☒ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

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

SECTION VI – CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.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 affiliates 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.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.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 H.1. and H.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.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

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.

Old Town Merchants and Residents Association Date: 11/6/2009
(Print or type name of Disclosing Party)

By:

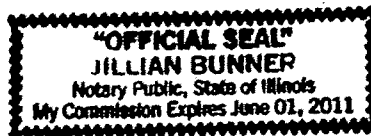
John Blick
(sign here)

John Blick
(Print or type name of person signing)

Executive Director
(Print or type title of person signing)

Signed and sworn to before me on (date) November 6th 2009, by John Blick,
at Cook County, Illinois (state).

[Signature] Notary Public.
Commission expires: June 1, 2011



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

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

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as 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.

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

☐ Yes

☒ No

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

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.

Old Town Merchants and Residents Association
(Print or type name of Disclosing Party)

Date: 11/6/2009

By:

John Blick
(Sign here)

John Blick
(Print or type name of person signing)

Executive Director
(Print or type title of person signing)

Signed and sworn to before me on (date) November 6, 2009, by
John Blick, at Cook County, Illinois (State).

[Signature] Notary Public.
Commission expires: June 1, 2011

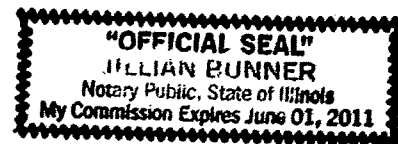


EXHIBIT 4

Insurance Provisions

Special Service Area #48
Old Town Merchants and Residents Association

(see attached)

Exhibit 4

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 (with no limitation endorsement). 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 consultant (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 5 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 Community Development, City Hall, Room 1000, 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 insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

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

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

EXHIBIT 5

Security Firm Insurance Provisions

Special Service Area #48
Old Town Merchants and Residents Association

(see attached)

Exhibit 5

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 (with no limitation endorsement). 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 Community Development, City Hall, Room 1000, 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 insurance 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 6

Prevailing Wages

Cook County Prevailing Wage for November 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN	ALL			31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR	ALL			30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS	ALL			28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON	BLD			38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER	FLT 1			49.800	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER	FLT 2			48.300	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER	FLT 3			43.000	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER	FLT 4			35.750	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			39.200	41.450	2.0	2.0	2.0	8.700	13.79	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS	BLD			30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER	BLD			38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER	BLD			44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD			37.000	40.000	1.5	1.5	2.0	7.250	5.270	0.000	0.330
SHEETMETAL WORKER	BLD			40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD			27.360	28.210	1.5	1.5	2.0	4.350	2.530	0.000	0.000
SPRINKLER FITTER	BLD			40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD			35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD			39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD			40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY			24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1			30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2			30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150

TRUCK DRIVER	E	ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD			39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. 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 such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation,

installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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

MARBLE FINISHER

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

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

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork,

cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

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.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; 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 Paver; 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; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; 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; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled; Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane

(over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; 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, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; 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; Wheel Excavator; Widener (APSCO).

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

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; 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.

TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task,

the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

EXHIBIT 7

Performance Bond Form

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these 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.

Sealed with our seals and dated this _____ day of _____ A.D., 20____

The Condition of the Above Obligation is such,

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,

SPECIMEN

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 the 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 all 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 party 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 State 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)
_____	_____
Assistant Corporation Counsel	(Seal)

PRINCIPAL
IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____ President and
_____ Secretary of the _____
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as
such _____ President and _____ 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

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
_____ of the _____ who _____ personally known
to be the same person _____ whose name _____ 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 _____ 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

PRINCIPAL
IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
who _____ personally known to me to be the same persons whose name _____ subscribed in the foregoing
instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the
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 _____ day of _____ 20____

Notary Public

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 8

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 _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this _____ day of _____, 20_____.

Signature of Notary

EXHIBIT 9

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.
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 in the first and subsequent years.
 - 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 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. Whether the CPA Firm maintains an active license in the State of Illinois.
 - i. 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 digital version of the final audit.
 - e. Type and timing of support to be provided to the CPA Firm by the 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 2004 Budget, 2004 Actual, Variance, 2003 Budget, 2003 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings.

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

