

City Use Only	City Use Only	City Use Only
City Vendor No.	Vendor Name	City Contract/PO No.



## TARGET MARKET PROGRAM

*Bidding Restricted to City of Chicago Certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) With Appropriate Specialty Area Designation.*

# Comprehensive Landscape Services For O'Hare And Midway International Airports

**Specification Number:** 822034

**RFQ Number:** 5496

Issued by:

**CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES**

Required for use by:

**CITY OF CHICAGO DEPARTMENT OF AVIATION**

**Bidder Inquiry Deadline:** 4:00 PM Central Time, November 13, 2018. Inquiries must be in writing.

**Pre-Bid Conference:** November 5, 2018

**Site Visit:** O'Hare: November 5, 2018. Midway: November 6, 2018

**Bid Opening Date:** November 26, 2018

**Bid Opening Time:** 11:00 AM Central Time

**Bid Opening Location:** Bid & Bond Room, City Hall, Room 103, 121 N. LaSalle Street, Chicago, Illinois 60602

**Information:** Nicholas Waddell, Senior Procurement Specialist

**Email:** [nicholas.waddell@cityofchicago.org](mailto:nicholas.waddell@cityofchicago.org) , **Phone:** 312-742-1341

**DPS Address:** City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602

**DPS Web:** [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement) and [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids)

**Execute and submit one (1) complete original bid package.** All signatures to be sworn to before a Notary Public. Bid must be received in the City of Chicago Department of Procurement Services (DPS) Bid & Bond Room no later than the date and time above during regular business hours (8:30 AM to 4:30 PM Central Time). Bids will be read publicly. Bid package must be complete and returned in its entirety. Do not scan or recreate the bid package, the original must be used.

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **Comprehensive Landscape Services For O'hare And Midway International Airports**, the specification number, **822034**, the time and date specified for receipt and marked "**Bid Enclosed**". The name, address and phone number of the Bidder must also be clearly printed on the outside of all envelope(s) or package(s).

**Bid Deposit:** None

**Performance Bond:** None

**City Business Preference** Yes

**Local Manufacture Preference** No

**Alternative Fuel Vehicle Pref.** Yes

**Bid Specific Goals:** TARGET MARKET

**Funding Source:** Non-Federal

**Fund Number:** 740 85 4025 0161 0161 and  
610 85 4350 0151 0151 and Various

**DPS Unit:** Aviation

**Reverse Auction:** No

**Drawings:** None

**Exhibits:** 24

**Maps:** 16

**Contract Term:** 60 Months

**Start Date:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Rahm I. Emanuel**  
Mayor

**Shannon E. Andrews**  
Chief Procurement Officer

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## BID SUBMITTAL CHECKLIST

### Missing Information, Documents, and/or Bonds May Invalidate Your Bid.

To help ensure that you are submitting a complete bid, place an "X" next to each item below after completing and incorporating the item into your bid package. Write "N/A" if an item does not apply to your bid.

1. \_\_\_\_\_ Bid Submittal Checklist
2. \_\_\_\_\_ Insurance Certificate of Coverage
3. \_\_\_\_\_ MBE/WBE Compliance Plan
  - a. \_\_\_\_\_ Schedule B – Affidavit of Joint Venture MBE/WBE – (only if bidder is a joint venture)
  - b. \_\_\_\_\_ Schedule C-1: Letter(s) of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable).
  - c. \_\_\_\_\_ Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan (if applicable).
  - d. \_\_\_\_\_ Request for a reduction or waiver of MBE/WBE goals (if applicable)
4. \_\_\_\_\_ Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS)
5. \_\_\_\_\_ Bid incentive/preference affidavit(s): Chicago Business, Local Manufacture, Alternatively Powered Vehicles, Veteran-Owned Small Local Business or Eligible Joint Venture, Utilization of Veteran-Owned Subcontractors, Mentoring Program, Commitment Regarding BEPD, and/or Diverse Management and Workforce (if applicable)
6. \_\_\_\_\_ Sweatshop Free Procurement Affidavit (if specification is for purchase of garments)
7. \_\_\_\_\_ Proposal Page(s) (Schedule of Prices)
8. \_\_\_\_\_ Bid Execution Page
9. \_\_\_\_\_ Bid Deposit (if required)
10. \_\_\_\_\_ Sexual Harassment Policy Affidavit

**NOTE:** Each page requiring a signature must be signed by the person with proper authority and sworn before a Notary Public where noted.

**NOTE:** Each Bidder must acknowledge the receipt of a full set of Bid Documents and any and all Addenda at the top of the Bid Execution Page.

## **ARTICLE 1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS**

Read this carefully before preparing your bid.

### **1.1. The Bid Documents**

The Bid Documents include this Invitation for Bids, Legal Advertisement Notice, Bid Proposal Pages, Requirements for Bidding and Instructions for Bidders, Standard Terms and Conditions, Special Conditions, Scope of Work and Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, MBE/WBE Special Conditions or DBE Special Conditions (as applicable) and all other exhibits attached hereto, and any and all Clarifications and Addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

### **1.2. Obtaining the Bid Documents**

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda.

In the event of a conflict or inconsistency between the Bid Documents obtained on-line and the printed Bid Documents available from the Bid & Bond Room, the terms and conditions of the printed Bid Documents will prevail.

#### **1.2.1. Printed Bid Documents**

Printed copies of Bid Documents are available for pickup from:

Bid & Bond Room  
Room 103 City Hall  
121 North LaSalle Street  
Chicago, IL 60602  
Phone # 312-744-9773  
Fax # 312-744-5611

Plans and Drawings may only be available on CD.

#### **1.2.2. Downloadable Bid Documents**

Documents may be downloaded from the DPS' website at the following URL:

[www.cityofchicago.org/bids](http://www.cityofchicago.org/bids)

In order to receive notice of clarifications and addenda, Bidders that download the Bid Documents must register as a Bid Document Holder by (i) faxing the company's name, contact person, address, e-mail address, telephone number and fax number to the Bid & Bond Room at 312-744-5611 (include specification number and bid title/description) or (ii) by calling the Bid & Bond Room at 312-744-9773.

Bid Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at [www.cityofchicago.org/TOL](http://www.cityofchicago.org/TOL). To find Opportunity Take Out lists go to "Get Started Online" and search by the specification number.

### **1.3. Clarifications and Addenda**

The City sends out clarifications and addenda to the Bid Documents to entities on the list of registered Bid Document Holders. Additionally, Clarifications and Addenda will be posted at the following URL, and made available at the Bid & Bond Room:

[www.cityofchicago.org/bids](http://www.cityofchicago.org/bids)

Bidders that download Bid Documents from the City of Chicago's website instead of obtaining the Bid Documents from the City of Chicago's Bid & Bond Room and which have not registered as a Bid Document Holder are responsible for checking the City of Chicago's website for Clarifications and/or Addenda.

There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Failure to acknowledge Clarifications and/or Addenda in the Bid Documents when submitting the bid will render the bid non-responsive. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

#### **1.4. Examination of the Bid Documents and Work Site**

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite, Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

#### **1.5. Pre-Bid Conference and Site Visit**

If a pre-bid conference will be held to answer questions regarding these Bid Documents, it will be held on the date and time stated on the front cover of the Bid Documents. The pre-bid conference may be recorded by DPS.

If a pre-bid conference will be held, attendance is strongly encouraged. The Chief Procurement Officer or his/her representative, as well as representatives from the City Department for which the Bid Documents have been issued will comprise the panel to respond to Bidders' questions.

Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid. The Contractor will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit in its bid.

If the site for the work is not accessible to the public during normal business hours, instructions for obtaining access, including a date and time for guided visits, is set out on the cover of the Bid Documents.

#### **1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline**

All inquiries regarding the Bid Documents or procurement process must be directed to the Procurement Specialist/Senior Procurement Specialist at the email address listed on the front cover of the Bid Documents. **Inquiries must be submitted via email and MUST include the specification number in the subject line of the email.**

**The Bidder Inquiry Deadline is listed on the front cover of the Bid Documents.** Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

#### **1.7. Exceptions**

Any deviations from or exceptions to any provisions or requirements of the Bidding documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted on the Proposal Page(s) or attached thereto, with the exact nature of the change outlined in sufficient detail, and as provided below under "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made. Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection of its Bid.

If a Bidder takes exception to or deviates from any provision or requirement, the Chief Procurement Officer shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exception(s) or deviations to be material.

#### **1.8. Taxes Included in Bid Prices**

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable federal, state and local taxes, direct or indirect, in their Bid Prices.

#### **1.9. Bid Prices Must Incorporate All Costs**

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

#### **1.10. Completion of the Bid Documents**

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist, if a Checklist is provided. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public.

#### **1.11. Conflicts of Interest**

If any Bidder (or any partner in a joint venture or partnership or any member of the limited liability company if the Bidder is a joint venture, partnership, LLP, or LLC) has assisted the City in the preparation of these Bidding Documents such that provision of such assistance would give Bidder an unfair advantage or otherwise impair the integrity of the procurement process, or if Bidder has an organizational conflict of interest that might compromise Bidder's ability to perform the contract, that Bidder may be disqualified from bidding. If applicable, Bidder must provide a statement and information disclosing its participation with respect to the Bid Documents and/or potential organizational conflicts of interest.

#### **1.12. Required Forms and Fees**

##### **1.12.1. Certificate of Filing for Online EDS**

Bidders must complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the EDS online and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed. Refer to the Instructions for Completing Economic Disclosure Statement and Affidavit On-Line.

##### **1.12.2. MBE/WBE Program: Target Market Contract**

This contract has been issued under the Target Market Program. The rules, regulations and requirements of the program are set out in "Target Market Special Conditions Regarding (MBE/WBE) Minority Business Enterprise and Women Business Enterprise Commitment Non-Construction Service/General Equipment & Supplies" ("M/WBE Special Conditions").

- Schedule B-2: Affidavit of MBE/WBE Target Market Joint Venture
- Schedule C-2: Letter of Intent from Subcontractor, Supplier and/or Consultant to Perform
- Schedule D-2: Affidavit of Target Market Subcontractors

### **1.12.3. Bid Deposits and Bid Bonds**

Bid deposits, if required, may be in the form of a bond, certified check, cashier's check or money order payable to the City of Chicago. Bid bonds must be in the form provided by the Department of Procurement Services, and must be executed by a surety licensed and authorized to do business in the State of Illinois.

Cash is not an acceptable form of bid deposit. Substantial failure to comply with bid deposit requirements will result in rejection of the bid. A non-substantial failure to comply with the bid deposit requirement is a failure that does not provide a commercial advantage to the Bidder over other bidders.

Bid deposits will be returned, with the exception of the bid bond deposit for the contract awardee's bid, after the CPO has awarded the contract. The bid bond deposit for the awardee's bid will be returned after the contract has been awarded and a satisfactory performance and payment bond has been approved by the City, where such bond is required.

The Chief Procurement Officer may return bid deposits sooner, but reserves the right to hold all bid deposits until a contract has been awarded or, in the case of multiple awards, all contracts have been awarded for the Bid in question.

If a bid deposit is required, it will be indicated on the front cover of the Bid Documents.

### **1.12.4. Performance and Payment Bonds**

If a performance and payment bond is required, failure to provide the required bond within the required time period when requested will result in rejection of the bid and forfeit of the bid deposit, if a deposit was required. The forfeiture shall not limit any other City remedies against the Bidder. Performance and payment bonds must be in the form specified by the City, a specimen of which will be attached to the Bid Documents as an exhibit or available from the Bid & Bond Room.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount greater than the amount bid. Circular 570 is available at [www.fms.treas.gov/c570](http://www.fms.treas.gov/c570). Co-sureties may be accepted in the sole discretion of the CPO, but each co-security must individually meet the requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

If a performance and payment bond is required to be provided prior to contract award, it will be indicated on the front cover of the Bid Documents.

### **1.12.5. Contractor's Financial Statement**

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid & Bond Room, City Hall Room 103, Chicago, IL 60602, or may be downloaded at [www.cityofchicago.org/form](http://www.cityofchicago.org/form). Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

### **1.12.6. Other Required Forms and Documents**

Other forms required to be included with the Bid are:

- Insurance Certificate of Coverage
- Affidavit of Chicago Business (if applicable)
- Affidavit of Locally-Manufactured Goods (if applicable)
- Alternatively Powered Vehicles Affidavit (if applicable)
- DBE or MBE/WBE compliance forms as applicable
- Proposal Page(s) (Schedule of Prices)
- Bid Execution Page

## **1.13. Trade Names and Substitutions**

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to indicate to prospective bidders those product(s) that have been deemed by the City to be satisfactory. The Bidder must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the Chief Procurement Officer.

A Bidder that chooses to respond to this solicitation for bids with alternate product(s) from those specified in the solicitation, must identify such alternate items with its Bid with a detailed explanation and documentation in support of how the alternate items proposed by the Bidder can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes:

- 1) Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:
  - a) Product identification, including manufacturer's name and address.
  - b) Manufacturer's literature identifying:
    - i) Product description
    - ii) Reference standards
    - iii) Performance and test data
  - c) Samples, as applicable
  - d) Name and address of similar projects on which the product has been used, and date of usage.
- 2) Itemized comparison of the proposed alternate item with product or service specified; listing of significant variations.

A Bidder warrants and represents that in making a formal request for substitution with alternate items that:

- 1) The proposed alternate item is equivalent to or superior in all respects to the product specified, and
- 2) The same warranties and guarantees will be provided for the alternate item as for the product specified.

The CPO may, in his or her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the solicitation. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the bid.

#### **1.14. Authorized Dealer/Distributor**

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the CPO, whose decision will be binding.

#### **1.15. Estimated Quantities**

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Proposal pages, any quantities shown on the Proposal Pages represent estimated usage and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be

construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

The City will only be obligated to order and pay for such quantities as are from time to time ordered, performed and accepted on Blanket Releases issued directly by the Department.

#### **1.16. Submission of Bids**

##### **1.16.1. Date, Time, and Place**

Bids are to be delivered to the Bid & Bond Room of the Department of Procurement Services, City Hall Room 103, 121 North LaSalle Street, Chicago, Illinois 60602 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the City to change such date and/or time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Bid & Bond Room.

Bids must be dropped off in the Bid & Bond Room during regular business hours: 8:30 am to 4:30 pm, Monday through Friday, excluding Holidays of the City.

##### **1.16.2. Bids Must Be Sealed and Properly Labeled**

All Bids must be submitted in sealed envelopes. The Department of Procurement Services provides official bid enclosure envelopes at the Bid & Bond Room. Use of official envelopes is not required but is preferred.

All envelopes containing Bids must be marked "Bid Enclosed," and must have the Bidder's name and address, the Specification Number, and the advertised date and time of bid opening stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

##### **1.16.3. Bidders Are Responsible for Bid Delivery**

Each Bidder is solely and completely responsible for delivery of its Bid to the Bid & Bond Room before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Bids are delivered to the Bid & Bond Room prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

##### **1.16.4. Transparency Website; Trade Secrets**

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."

B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

C. Provide a CD-ROM with a redacted copy of the entire bid or submission in .pdf format for posting on the City's website. Bidder is responsible for properly and adequately redacting any Data which Bidder desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

D. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act, valid subpoena, or other legal requirement. Bidder agrees not to pursue any cause of action against the City with regard to disclosure of information.

### **1.17. Withdrawal of Bids**

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Bid & Bond Room. Bidders must make their own arrangements for the return of their Bids.

### **1.18. Bid Opening**

Bids will be opened and read publicly in the Bid & Bond Room by the Department of Procurement Services immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Department of Procurement Services to determine the lowest responsive and responsible bidder and whether a contract will be awarded.

Bid tabulations are public information and are posted on the City's website [www.cityofchicago.org/BidTab](http://www.cityofchicago.org/BidTab). URL is case sensitive. Select "Get Started Online" and search by specification number.

### **1.19. Effective Term of Bid**

Unless a Bid is expressly rejected by the Chief Procurement Officer, all Bids will remain in effect for ninety (90) days subsequent to the Bid opening. The City may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

### **1.20. Evaluation of Bids**

#### **1.20.1. Determination of Responsiveness**

DPS will review Bids to determine whether they conform to the requirements of the Bid Documents.

##### **1.20.1.1. Must Bid All Line Items**

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

##### **1.20.1.2. Mathematical Calculations**

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

**1.20.1.3. Unbalanced Bids**

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her sole discretion and authority, determines is materially unbalanced.

**1.20.1.4. Cash Billing Terms**

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

**1.20.2. Determination of Responsibility**

The determination of the responsibility of a Bidder is within the sole discretion and authority of the Chief Procurement Officer.

The Chief Procurement Officer may request any Bidder to submit such additional information pertaining to the Bidder's responsibility as the Chief Procurement Officer deems necessary. Failure to comply with any such request will result in a finding of non-responsibility and rejection of the Bid.

**1.20.2.1. Bidder Debts or Defaults**

The Chief Procurement Officer reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

**1.20.2.2. Competency of Bidder**

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

**1.21. Rejection of Bids and Waiver of Informalities**

The Chief Procurement Officer, in his/her sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Bids submitted in response to any Invitation for Bids. The Chief Procurement Officer, in his/her sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

**1.22. Statutory Adjustments to the Bid**

**1.22.1. City-based Businesses (Chicago Business Preference)**

For purposes of this section only, the following definitions shall apply:

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds all appropriate city licenses; and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

"City residents," as defined in Section 2-92-330 of the MCC, means persons domiciled within the city.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that the term "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city-based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

"City resident employee" means an individual who resides in the City and who is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of: (i) four percent of the contract base bid; or (ii) six percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees; or (iii) eight percent of the contract base bid, if such prime contractor is eligible for an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents.

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 of the MCC will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their Bid that Bidder is a City-Based Business.

#### **1.22.2. Locally Manufactured Goods**

For purposes of this section only, the following definitions shall apply:

"City-based manufacturer" means a person who: (i) holds any appropriate city license; (ii) is subject to applicable city taxes; and (iii) owns, operates, or leases a manufacturing facility within the city.

"Contract for Goods" means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670 of the MCC.

"Locally manufactured goods" means goods whose value, either in whole or in part, is derived from growing, producing, processing, assembling, or manufacturing activities that occur within a city-based manufacturer's facility located within the city.

"Manufacture" means to produce tangible goods for use from raw or prepared materials by giving the materials new forms, qualities, properties or combinations, whether by hand-labor or machines.

If these Bid Documents pertain to a contract for goods having an estimated contract value of \$100,000 or more, the CPO may allocate a bid incentive ("Local Goods Incentive") in accordance with section 2-92-410 of the MCC. If the CPO has determined that a Local Goods Incentive will be allocated, it will be indicated on the cover page of the Bid Documents and shall consist of the following:

Total Dollar Value of Locally Manufactured Goods Provided in the Contract	Bid Incentive
25% to 49%	1% of the contract base bid
50% to 74%	1.5% of the contract base bid
75% or greater	2% of the contract base bid

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods: "Bidders Commitment to Provide Locally Manufactured Goods" and "Local Manufacturing Affidavit." Contractors must provide such other supporting documentation of local manufacture during the term of the Contract as the CPO may require.

Upon completion of the work, any Contractor that has failed to supply the required percentage of locally manufactured goods for which the Local Goods Incentive was allocated shall be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied under the contract, unless the contractor can demonstrate that due to circumstances beyond the Contractor's control, the contractor for good cause was unable to provide the required percentage of locally manufactured goods.

### **1.22.3. Alternatively Powered Vehicles Bid Incentive**

#### **1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive**

For purposes of this Section 1.22.3 only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

- (A) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or
- (B) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or
- (C) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or
- (D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the MCC.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the MCC.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the MCC.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement)

awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions in the bid amount.

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the MCC, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

#### **1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive**

(A) Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded, the chief procurement officer may allocate a bid incentive of 1/2% of the contract base price to a qualified bidder when the qualified bidder is an eligible business. If the CPO has determined that an Alternatively Powered Vehicles Preference may be applied, it will be indicated on the cover page of the Bid Documents.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(B) As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(D) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the *Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles*, which affirms that the bidder satisfies all pertinent requirements as an eligible business.

(E) Upon completion of the work, any eligible business that receives a bid preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

(F) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

#### **1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures**

#### **1.22.4.1. Definitions**

For purposes of this section only, the following definitions shall apply:

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Eligible joint venture" means an association of one or more small local business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Local business enterprise" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), which has the majority of its regular, full time work force located within the Six County Region.

"Owned" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Prime contractor" means a person who is the primary contractor on a contract.

"Small business enterprise" means: (i) for a construction business enterprise, a small business enterprise, as the term is defined in MCC 2-92-670; or (ii) for a non-construction business enterprise, a business enterprise which is not an established business, as the term is defined in MCC 2-92-640.

"Small local business enterprise" ("SBE") means a local business enterprise which is also a small business enterprise.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; and (2) has been: (i) certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) certified by the County of Cook as a veteran business enterprise; (iii) certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business.

"Veteran-owned small local business" ("VBE") means a business that is both a veteran-owned business enterprise and a small local business enterprise, and which has been certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

#### **1.22.4.2. Bid Incentive**

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-950 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture. Bidders should consult the DPS regulations regarding this incentive

and be prepared to comply with the self-performance requirements, which in some circumstances affect the calculation of MBE and WBE participation toward contract goals when a small business enterprise involved in receiving this incentive is also a certified MBE or WBE.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

#### **1.22.5. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)**

##### **1.22.5.1. Policy and Terms**

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

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

##### **1.22.5.2. Definitions**

For purposes of this section only, the following definitions apply:

- (A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.
- (B) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.
- (C) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

##### **1.22.5.3. Commitments**

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<b>% of total dollar contract amount performed by BEPD</b>	<b>Bid incentive</b>
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid

10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to retain the percentage of BEPD participants throughout the duration of the contract period.

#### **1.22.5.4. Records and Reports**

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

#### **1.22.6. Mentoring Program Bid Preference (Section 2-92-535 of the Chicago Municipal Code)**

For purposes of this section only, the following definitions shall apply:

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder has entered into a mentoring agreement or that the bidder's subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement, at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO. Full access to the Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due

to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

**1.22.7. Child Support Arrearage**

Pursuant to Section 2-92-415 of the MCC, an eight percent (8%) penalty will be applied to the Bids of Bidders whose substantial owners, as defined in the Code, are in arrears on court-ordered child support payments and who have not entered into an agreement for payment or are otherwise not in compliance with the order. The penalty will pertain to the Bid only, and will not affect the contract price or payments under the Contract. This penalty does not apply to federally-funded contracts.

**1.22.8. Bid Incentive to Encourage Diverse Management and Workforce (Section 2-92-407 of the Chicago Municipal Code)**

For purposes of this section only, the following definitions shall apply:

"Contract" means the contract, purchase order or agreement awarded by the City and whose cost is to be paid from funds belonging to or administered by the City; provided that the term "Contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Diverse" means any of the following racial or ethnic groups:

African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

"Prime Contractor" means the Contractor and does not include any subcontractors.

"Management" means business owners, partners and any others who have a fiduciary duty to the business.

"Workforce" means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO

shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

<b>Total % of Contractor Management That Is Diverse</b>	<b>Bid Incentive</b>
10% to 20%	0.5% of the contract base bid
Greater than 20% up to 40%	2% of the contract base bid
Greater than 40%	4% of the contract base bid
<b>Total % of Contractor Workforce That Is Diverse</b>	<b>Bid Incentive</b>
10% to 20%	2% of the contract base bid
Greater than 20% up to 40%	4% of the contract base bid
Greater than 40%	6% of the contract base bid

A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder of Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

#### **1.22.9. MacBride Principles Ordinance**

If the Bidder conducts any business operations in Northern Ireland, it is hereby required that the Bidder will make reasonable and good faith efforts to conduct those operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 and Section 2-92-580 of the Municipal Code to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland.

Bidders who take exception to the provision set forth above will be assessed an eight percent (8%) penalty on their Bids. The penalty will pertain to the Bid only, and will not affect the contract price or payments under the Contract.

### **1.23. Consideration of Bids**

The CPO represents and acts for the City in all matters pertaining to this invitation for bids and any contract subsequently awarded. The CPO reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the City will be served by such action.

### **1.24. Bid Protests**

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall Room 806, 121 North LaSalle Street, Chicago, Illinois 60602.

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the CPO undertake.

Copies of the Bid Protest Procedures (entitled Department of Procurement Services Solicitations and Contracting Process Protest Procedures) are available at the Bid & Bond Room and on DPS' website [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement) under "Rules, Regulations and Ordinances" then under the link marked "Solicitation and Contracting Process Protest Procedures."

### **1.25. Award of Contract; Notice of Award**

The Contract consists of the Bid Documents. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

The Department of Procurement Services will, by written notice, notify the Bidder that is, per the Basis of Award, the lowest responsive and responsible Bidder of the City's award of a Contract.

### **1.26. Title VI Solicitation Notice**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **1.27. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)**

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit attached hereto) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

### **1.28. Policy Regarding Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)**

In accordance with Section 2-92-385, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to Bidder's Economic Disclosure Statement) that Bidder has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant's wage or salary history.

**ARTICLE 2. INCORPORATION OF EXHIBITS**

The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Specification Section 02940 – Landscape & Irrigation Maintenance (BID LINE ITEMS 1 & 2)
- Exhibit 2: Specification Section 02910 – Seasonal Flowers (BID LINE ITEM 3)
- Exhibit 3: Specification Section 02230 – Removals (BID LINE ITEM 4)
- Exhibit 4: Specification Section 02232 – Plant Relocation (BID LINE ITEM 4)
- Exhibit 5: Specification Section 02780 – Unit Pavers & Permeable Pavers (BID LINE ITEMS 5 THROUGH 8)
- Exhibit 6: Specification Section 02785 – Landscape Materials (BID LINE ITEM 9)
- Exhibit 7: Specification Section 02810 – Irrigation (BID LINE ITEMS 10 THROUGH 18)
- Exhibit 8: Specification Section 02832 – Precast Concrete Block Walls (BID LINE ITEMS 19 THROUGH 21)
- Exhibit 9: Specification Section 02870 – Site Furnishings (BID LINE ITEMS 22-26)
- Exhibit 10: Specification Section 02900 – Landscape Planting (BID LINE ITEMS 27 AND 28)
- Exhibit 11: Specification Section 02915 – Vegetated Roof Systems (BID LINE ITEM 29)
- Exhibit 12: Specification Section 02920 – Seeding (BID LINE ITEMS 30 AND 31)
- Exhibit 13: Specification Section 02921 – Sodded Lawn (BID LINE ITEMS 30 AND 31)
- Exhibit 14: Specification Section 02950 – Unspecified Landscape Material Items (BID LINE ITEM 34)
- Exhibit 15: Specification Section 02960 – Winter Landscape Maintenance (BID LINE ITEMS 35 & 36)
- Exhibit 16: Site Maps for O'Hare International Airport Landscape Maintenance
- Exhibit 17: Site Map for O'Hare International Airport Irrigation
- Exhibit 18: Site Map for Midway International Airport Landscape Maintenance
- Exhibit 19: Site Map for Midway International Airport Irrigation
- Exhibit 20: Specification Section 02905 – Sustainable Airport Landscape – Applies to both Airports.
- Exhibit 21: Approved Plant List
- Exhibit 22: Contractor's Affidavit Regarding Removal of All Waste Materials and Identification of All Legal Dump Sites
- Exhibit 23: Insurance Certificate of Coverage
- Exhibit 24: Sexual Harassment Policy Affidavit (Section 2-92-612)

## **ARTICLE 3. STANDARD TERMS AND CONDITIONS**

### **3.1. General Provisions**

#### **3.1.1. Definitions**

**"Addendum"** is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

**"Airports"** means Chicago O'Hare International Airport and Chicago Midway International Airport.

**"Airside"** means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or **"Secured areas"** generally mean outdoor Airside areas or areas not accessible to passengers.

**"Attachments"** are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

**"Bid"** refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

**"Bidder"** is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

**"Bid Opening Date"** is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

**"Bid Documents"** means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

**"Business Day"** means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

**"Calendar Day"** means all calendar days in accordance with the world-wide accepted calendar.

**"Chief Procurement Officer"** abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

**"City"** means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

**"Commissioner"** means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

**"Contact Person"** means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

**"Contract"** means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

**"Contractor"** means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

**"Department"** which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

**"Detailed Specifications"** refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

**"Holidays"** refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**"Key Personnel"** includes the Contractor's Owner, President, Horticulturist, Landscape Architect, Superintendent (two minimum, one for each airport) and Foreman (Two minimum, one for each airport).

**"MCC"** is the abbreviation for the Municipal Code of Chicago.

**"Party"** or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

**"Purchase Order"** means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

**"Services"** refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

**"Specification"** means the Bid Documents, including but not limited to the Detailed Specifications.

**"Subcontractor"** means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

### **3.1.2. Interpretation of Contract**

#### **3.1.2.1. Order of Precedence**

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

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

#### **3.1.2.2. Interpretation and Rules**

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory",

and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

#### **3.1.2.3. Severability**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

#### **3.1.2.4. Entire Contract**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

### **3.1.3. Subcontracting and Assignment**

#### **3.1.3.1. No Assignment of Contract**

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

#### **3.1.3.2. Subcontracts**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the

approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

**3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval**

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

**3.1.3.4. City's Right to Assign**

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

**3.1.3.5. Assigns**

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

**3.1.4. Contract Governance**

**3.1.4.1. Governing Law and Jurisdiction**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

**3.1.4.2. Consent to Service of Process**

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

**3.1.4.3. Cooperation by Parties and between Contractors**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor

must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

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

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

**3.1.4.4. No Third Party Beneficiaries**

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

**3.1.4.5. Independent Contractor**

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

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

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

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

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

**3.1.4.6. Authority**

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

**3.1.4.7. Joint and Several Liability**

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

**3.1.4.8. Notices**

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

#### **3.1.4.9. Amendments**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

#### **3.1.4.10. No Waiver of Legal Rights**

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

#### **3.1.4.11. Non-appropriation of Funds**

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract 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 Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

#### **3.1.4.12. Participation By Other Government Agencies**

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago

Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

### **3.1.5. Confidentiality**

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

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

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

### **3.1.6. Indemnity**

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

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

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given

or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

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

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

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

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

#### **3.1.7. Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

#### **3.1.8. Contract Extension Option**

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

### **3.2. Compensation Provisions**

#### **3.2.1. Ordering, Invoices, and Payment**

##### **3.2.1.1. Purchase Orders**

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

#### **3.2.1.2. Invoices**

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

#### **3.2.1.3. Payment**

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:  
[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).  
The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

#### **3.2.1.4. Electronic Ordering and Invoices**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **3.2.1.5. City Right to Offset**

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the

balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

#### **3.2.1.6. Records**

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

#### **3.2.1.7. Audits**

##### **3.2.1.7.1. City's Right to Conduct Audits**

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

##### **3.2.1.7.2. Recovery for Over-Billing**

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, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract 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;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract 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.

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

#### **3.2.2. Subcontractor Payment Reports**

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

### **3.2.3. Prompt Payment to Subcontractors**

#### **3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts**

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

#### **3.2.3.2. Payment to Subcontractors Within Seven Days**

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents.

#### **3.2.3.2.1. Reporting Failures to Promptly Pay**

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure to Promptly Pay Fillable Form 3 2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure%20to%20Promptly%20Pay%20Fillable%20Form%203%202013.pdf)

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

#### **3.2.3.2.2. Whistleblower Protection**

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

#### **3.2.3.3. Liquidated Damages for Failure to Promptly Pay**

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

#### **3.2.3.4. Action by the City**

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

#### **3.2.3.5. Direct Payment to Subcontractors By City**

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

### **3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions**

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

## **3.3. Compliance With All Laws**

### **3.3.1. General**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

### **3.3.2. Certification of Compliance with Laws**

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

### **3.3.3. Federal Affirmative Action**

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

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988);

Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

### **3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

#### **3.3.4.1. Compliance with Federal Nondiscrimination Requirements**

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time ("Acts and Regulations"), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

#### **3.3.4.2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

#### **3.3.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

#### **3.3.4.4. Information and Reports**

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

#### **3.3.4.5. Sanctions for Noncompliance**

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

#### **3.3.4.6. Incorporation of Provisions**

The contractor will include the provisions of above paragraphs 3.3.3.1, "Compliance With Regulations" through 3.3.3.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **3.3.5. Other Non-Discrimination Requirements**

#### **3.3.5.1. Illinois Human Rights Act**

##### **3.3.5.1.1. Generally**

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but

not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A, and as further described below.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

**3.3.5.1.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)**

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability. 44 Ill. Admin. Code 750.120.

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

**3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause**

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or

understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 2-160**

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### **3.3.5.3. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390**

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

- A) 25% by minority journeyworkers and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

#### **3.3.5.4. Business Enterprises Owned by People With Disabilities (BEPD)**

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

#### **3.3.6. Wages**

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

**3.3.6.1. Minimum Wage, Mayoral Executive Order 2014-1**

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2018 is **\$13.80 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

**3.3.6.2. Living Wage Ordinance**

MCC Sect. 2-92-610 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 MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the 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 The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2018 the Base Wage is \$12.55. The current rate can be found on the Department of Procurement Services' website.

**Note: As of July 1, 2018, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.**

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) 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 (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, 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 work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the 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 above do not apply.

#### **3.3.6.3. Chicago Paid Sick Leave Ordinance**

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, became effective July 1, 2017. Contractor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

#### **3.3.6.4. Equal Pay**

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

#### **3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")**

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

**3.3.7.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)**

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

**3.3.7.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification**

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

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense

set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

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

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

#### **3.3.7.3. Federal Terrorist (No-Business) List**

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

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

#### **3.3.7.4. Governmental Ethics Ordinance 2-156**

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

#### **3.3.7.5. Lobbyists**

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

### **3.3.8. Restrictions on Business Dealings**

#### **3.3.8.1. Prohibited Interests in City Contracts**

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. 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 is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

#### **3.3.8.2. Conflicts of Interest**

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

#### **3.3.8.3. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("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% ("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 make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

Contractor 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.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 constitutes a breach and default under this Contract, 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 Contract, 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. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

**"Other Contract"** means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

**"Contribution"** means a "political contribution" as defined in MCC Ch. 2-156, as amended.

**"Political fundraising committee"** means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

### **3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380**

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

### **3.3.10. Other City Ordinances and Policies**

#### **3.3.10.1. False Statements**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract

Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

**3.3.10.2. MacBride Principles Ordinance, MCC Sect. 2-92-580**

This law promotes 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.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT 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 USDOT.

**3.3.10.3. City Hiring Plan Prohibitions**

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

**3.3.10.4. Inspector General**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

**3.3.10.5. Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

**3.3.10.6. Electronic Mail Communication**

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

**3.3.10.7. EDS Update Obligation**

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

**3.3.10.8. Wheel Tax (City Sticker)**

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

**3.3.10.9. Participation By Other Local Government Agencies**

If Contractor consents, other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chief Procurement Officer, if such purchases have no net adverse effect on the City and result in no diminished services from the bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed

by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

**3.3.10.10. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)**

For purposes of this section, the following definitions shall apply:

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contractor" means the person to whom a contract is awarded.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

"Subcontractor" means any person that enters into a contract with a contractor to perform work on a contract.

Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Contractor's affidavit is attached hereto in the Exhibit titled "Sexual Harassment Policy Affidavit".

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

**3.3.10.11. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)**

This section applies if this Contract was advertised on or after August 25, 2018.

For purposes of this section, the following definitions shall apply:

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other

compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

- (2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in the Exhibit titled "Affidavit Regarding Policy on Non-Disclosure of Salary History".

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

### **3.3.11. Compliance with Environmental Laws and Related Matters**

#### **3.3.11.1. Definitions**

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.*, the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

#### **3.3.11.2. Joint Ventures**

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

**3.3.11.3. Compliance With Environmental Laws**

As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

**3.3.11.4. Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

**3.3.11.5. Proof of Noncompliance; Authority; Cure**

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

**3.3.11.6. Copies of Notices and Reports; Related Matters**

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written

summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.10.6 and paragraph 3.3.10.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

- (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;
- (ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.11.7. Requests for Documents and Information**

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

**3.3.11.8. Environmental Claims and Related Matters**

Within 24 hours of receiving, or of any Subcontractor's receiving, notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.11.9. Preference for Recycled Materials**

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

**3.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)**

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

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

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

### **3.4. Contract Disputes**

#### **3.4.1. Procedure for Bringing Disputes to the Department**

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

#### **3.4.2. Procedure for Bringing Disputes before the CPO**

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute to the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the

dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute\\_Regulations\\_2002.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf)

### **3.5. Events of Default and Termination**

#### **3.5.1. Events of Default**

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event 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 this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

#### **3.5.2. Cure or Default Notice**

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

### **3.5.3. Remedies**

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

### **3.5.4. Non-Exclusivity of Remedies**

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **3.5.5. City Reservation of Rights**

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of

default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

### **3.5.6. Early Termination**

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

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

### **3.6. Department-specific Requirements**

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

#### **3.6.1. Department of Aviation Standard Requirements**

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

##### **3.6.1.1. Confidentiality of Airport Security Data**

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

##### **3.6.1.2. Aviation Security**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem

necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

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

#### **3.6.1.3. Airport Security Badges**

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

#### **3.6.1.4. General Requirements Regarding Airport Operations**

##### **3.6.1.4.1. Priority of Airport Operations**

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

##### **3.6.1.4.2. Interruption of Airport Operations**

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

##### **3.6.1.4.3. Safeguarding of Airport Property and Operations**

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

##### **3.6.1.4.4. Work on the Airfield**

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

#### **3.6.1.4.5. Parking Restrictions**

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

#### **3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **3.6.2. Emergency Management and Communications (OEMC) Security Requirements**

#### **3.6.2.1. Identification of Workers and Vehicles**

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the

Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

#### **3.6.2.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

#### **3.6.2.3. Security Badges and Vehicle Permits**

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

#### **3.6.2.4. Gates and Fences**

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

#### **3.6.2.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

### **3.6.3. Chicago Police Department Security Requirements**

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

### **3.6.4. Department of Water Management ("DOWM") Security Requirements**

#### **3.6.4.1. Identification of Workers and Vehicles**

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

#### **3.6.4.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

#### **3.6.4.3. Security Badges and Vehicle Permits**

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

**3.6.4.4. Gates and Fences**

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

**3.6.4.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

#### **ARTICLE 4. TERMS FOR WORK SERVICES CONTRACTS**

##### **4.1. The Services**

###### **4.1.1. Scope of Services**

The scope of services ("Services") is described in the Scope of Work and Detailed Specifications article of this Contract.

Unless otherwise noted, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to perform the Services in accordance with the requirements of this Contract.

###### **4.1.2. Estimated Quantities/Level of Service**

Any quantities or level of usage shown herein are estimated for the initial Contract term. The City reserves the right to increase or decrease the quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the City to contract for any Services other than those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such Services as are from time to time requested, performed, and issued via a Purchase Order release directly by the City.

###### **4.1.3. Unspecified Services**

Any service not specifically included in the Scope of Work and Detailed Specifications article may be added to this Contract if it falls within the same general category of Services already specified in the Contract. Pursuant to MCC Section 2-92-646, the lifetime, aggregate value of the City's purchase of any Services added to this Contract must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the services which are necessary and request a written price proposal for the addition of the services to this Contract under the same terms and conditions of the original Contract, then forward the documents to the CPO. Such services may be added to the Contract only if the prices are competitive with current market prices and said services are approved by the CPO in writing. The CPO reserves the right to seek competitive pricing information on said services from other vendors and to solicit such services in a manner that serves the best interest of the City.

Any such services provided by the Contractor, without a written approval signed by the CPO, are done so entirely at the Contractor's risk. Consequently, in the event that such addition to the Contract is not approved by the CPO, the Contractor hereby releases the City from any liability whatsoever to pay for any services provided prior to the Contractor's receipt of the fully signed modification.

##### **4.2. Performance of the Services**

###### **4.2.1. Standard of Performance**

Contractor shall perform the Services with that degree of skill and care required to satisfactorily meet the requirements as set forth in the Detailed Specifications and to the satisfaction of the CPO. The Contractor will, at all times, act in the best interest of the City.

###### **4.2.2. Standard Working Hours**

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

###### **4.2.3. Character of Workers**

The Contractor must employ only competent and efficient workers and whenever, in the opinion of the City, any such worker is careless, incompetent, violates safety or security rules, obstructs the progress of the work or services to be performed under this Contract, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the City, discharge or otherwise remove such worker from the Services to be performed under this Contract and must not use such worker again, except with the written consent of the City.

The Contractor must not permit any person to work upon the work or services to be performed under this Contract or enter into any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

#### **4.2.4. Quality of Materials and Inspection**

The City will have a right to inspect any material to be used in performance of the Services for this Contract.

The City is not responsible for the availability of any materials or equipment required under this Contract.

The Contractor is responsible for the meeting the contractual obligations and standards regarding the quality of all materials, components, or services performed under this Contract up to the time of final acceptance by the City.

Non-compliant materials, components, or Services may be rejected by the CPO and must be replaced or re-performed by the Contractor at no cost to the City.

The City shall provide written notice to the Contractor indicating the time period in which Contractor must, at its sole expense, remove from City premises, any materials or components rejected by the City.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming goods within seven business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

#### **4.2.5. Manufacturer's Warranty and Product Information**

If in performance of the Services, the Contractor provides any goods, the Contractor must have, and must demonstrate upon request, that it has authorization to transfer product warranties to the City of Chicago. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the products to be provided under this Contract. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the goods provided under this Contract in accordance with the standard warranty regularly supplied.

#### **4.2.6. Contractor's Warranties**

If in performance of the Services, the Contractor provides any goods, the Contractor warrants that the title to the goods to be provided under this Contract is good and its transfer is rightful, and that the goods will be delivered free from any security interest or other encumbrance of which Contractor has not informed the City.

The Contractor expressly warrants that all goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date they are ordered. In addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Contractor also warrants that, except where the goods are produced pursuant to detailed designs furnished by the City, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to City, its successors, assigns, customers, and to users of the goods.

At a minimum, the Contractor hereby warrants for a period of at least one year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all

defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

For any construction work included in the Services, the Contractor's Warranty means the Contractor's representation as to the character and quality of the Services in accordance with the terms and conditions of the Contract Documents, and the Contractor's promise to repair and replace the work not in conformance with such representations. Without limiting the scope or duration of any Manufacturer's Warranty provided for specific parts of the work, all work furnished under this Contract is guaranteed by Contractor against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract Documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date of final acceptance by the Commissioner.

However, if at any time beyond the one-year Contractor's Warranty period, a latent defect in the work is discovered, the Contractor shall be responsible for re-performance, payment of damages, or such other remedy as deemed appropriate by the City.

#### **4.2.6.1. Correction or Re-Performance of Services**

If the Contractor has failed to properly perform the Services, upon direction in writing from the Commissioner, Contractor will promptly re-perform or correct all work or Services identified to be defective or as failing to conform to the standards set forth in the Contract Documents, whether observed before or after completion of the Services. The Contractor is responsible for all costs of correcting such defective or nonconforming Services, including costs associated with fixing any damages, re-performing the Services, and any costs required due to Contractor's inadequate performance.

#### **4.2.6.2. Timeliness**

The Contractor must provide the Services in the time-frame required in the Detailed Specifications. If Contractor's response and/or completion time for performance of the Services fails to meet this standard, the CPO may declare the Contractor in default.

#### **4.2.6.3. Delay**

If the City has caused the Contractor be obstructed or delayed in the commencement, prosecution or completion of the Services by any act or delay of the City or by order of the Commissioner, then the time herein fixed for the completion of said Services will be extended for an equivalent period of time.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and CPO in writing, stating the approximate expected duration of delay. Contractor shall not be entitled to an extension of time without such prior notification and request for extension.

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

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

#### **4.2.7. Public Convenience**

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Contractor is responsible for conducting

Services in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

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

#### **4.2.8. Clean Up**

The Contractor must, during the performance of Services, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

#### **4.2.9. Work Performed on City Property**

Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of Services required under this Contract.

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

If required by the Detailed Specifications, the Contractor's employees or subcontractors are required to wear suitable uniforms during the time they are on duty on any City property.

The Contractor's employees or subcontractors must wear an identification badge at all times while on duty on any City property.

The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

#### **4.2.10. Work In Progress**

Any Services in progress at the termination date of the Contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor be relieved of its obligations under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Commissioner.

### **4.3. Compensation**

The Services will be provided at the prices listed on the Proposal Pages submitted with the Contractor's bid and as accepted by the City. Adjustments to prices will be as provided in the Scope of Work and Detailed Specifications, as applicable.

### **4.4. Centralized Invoice Processing**

This Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

*Invoices for any City department other than the Department of Aviation:*

Invoices  
City of Chicago, Office of the City Comptroller  
121 N. LaSalle St., Room 700  
Chicago, IL 60602

*Invoices for the Department of Aviation:*

Chicago Department of Aviation  
10510 W. Zemke Blvd.  
P.O. Box 66142  
Chicago, IL 60666  
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

**4.5. Clean Diesel Fleet MCC 2-92-595**

If this Contract is for construction, demolition, restoration, repair, renovation, environmental remediation or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station or parcel of land and the estimated value of this Contract is \$2,000,000 or more:

- A. Contractor must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.
- B. Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
- C. Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.

D. Contractor and any Subcontractor(s), may not use any of the following vehicles and equipment in the performance of the contract:

- (i) any heavy-duty diesel vehicle not meeting or exceeding the US EPA's emission standards for heavy-duty diesel vehicles for the 1998 engine model year, unless such vehicle is fitted with a verified diesel emission control retrofit device; or
- (ii) any non-road vehicle or non-road equipment not meeting or exceeding the US EPA's Tier 1 Non-road Diesel Standards, unless such vehicle or equipment is fitted with a verified diesel emission control retrofit device.

E. Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 2.1 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f).

F. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with antiidling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in MCC Section 2-92-595(e). Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.

Contractor understands that pursuant to MCC subsection 2-92-595(e)(6), any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in MCC subsection 2-92-595(e) Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

#### **4.6. Multi Project Labor Agreement (PLA)**

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

## **ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS**

### **5.1. GENERAL**

The Chicago Department of Aviation (the "CDA") will implement, through this Contract, Comprehensive Landscape Services (the "CLS") for O'Hare and Midway International Airports. The Services will include the maintenance of existing plantings, landscape elements, and irrigation system, the seasonal flower program, as well as the installation of new and replacement plant materials, landscape and irrigation elements, as directed by the Commissioner.

The Contractor will be responsible for providing sufficient supplies, equipment, tools, materials, transportation and labor to fulfill the CLS at each Airport. The Contractor must perform all Services in compliance with the terms and conditions of the Specifications during the entire Contract period.

The attached diagrams (Landscape and Irrigation Site Maps) Exhibits 16 through 19 and the Landscape and Irrigation Maintenance Specification (Exhibit 1) outline the various responsibilities for providing the CLS. This work will be bid by providing unit prices for the various maintenance tasks. Prevailing wages do not apply to the maintenance items (see the Bid Form). There will be a Contract Modification if there is a change to the scope of the work as noted in the first paragraph above.

CLS maintenance must be provided as indicated in the attached Exhibit 1, Landscape and Irrigation Maintenance Specification. The CLS maintenance must include the care of all trees, shrubs, perennials, groundcover and seasonal flowers within the areas indicated on the scope diagrams. At Midway Airport complete lawn care is included. However, at O'Hare lawn mowing and edging along paved surfaces/curbs ARE NOT included. The maintenance of the Irrigation Systems is also included for both Airports.

The Seasonal Flower programs for both Airports are listed in a separate Specification Section, Exhibit 2, Seasonal Flowers, which includes all work necessary for the installation, maintenance, and removal of the seasonal flowers. The work required to be performed by the CLS Maintenance Crews (Exhibit 1) is separate and distinct from, and does not include, the work required to install Seasonal Flowers (Exhibit 2), however the hours worked installing the seasonal flowers do count towards the minimum required hours for the CLS maintenance.

It is anticipated that there will be a program for the installation of New and Replacement Work at both Airports during each year of the contract. The New Work will require design services and drawings that will be incidental to the New Work pricing. The work required to be performed by the CLS Maintenance Crew (Exhibit 1) is separate and distinct from, and does not include, the work required to install New Work. Attached to this Scope of Services is a Bid Form with plant types and other hardscape/irrigation elements that are acceptable to the CDA as New Landscape Work or as Replacement Landscape Work. The Contractor must furnish, install, guarantee and maintain any and all New and Replacement Landscape Work as specified. All New and Replacement Landscape Work will be requested and approved by the Commissioner. Prevailing wages will apply to New Landscape Work but not to Replacement Landscape Work (see the Bid Form). Specifications are provided for all New and Replacement Landscape Work and are referenced on the Bid Form. The hours worked for Replacement Landscape Work will count towards the required minimum hours for CLS however the hours for New Work will not, and require a separate crew from those workers performing CLS maintenance.

### **5.2. BASIS OF AWARD**

In the event that a contract is awarded pursuant to this specification, the Chief Procurement Officer will award such contract to the lowest responsive and responsible bidder as determined by the bid price, including any statutorily mandated adjustments to the bid price as applicable, meeting the terms and conditions set out in the Bid Documents.

The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of (products/services), delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Specification.

### **5.3. ILLINOIS PREVAILING WAGE ACT**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). Therefore, Contractor must pay prevailing wage as set out in Section 3.3.3.2, "Prevailing Wage Rates," above.

### **5.4. CONTRACT TERM**

The Term for this Contract will be five (5) years, unless terminated earlier pursuant to Section 3.5, Termination, of the contract provision, or extended according to the terms of Section 3.1.8, Contract Extension Option provision in the Standard Terms and Conditions section of this Contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

### **5.5. FUNDING**

The source of funds for payments under this Contract is Fund Number 2018-0740-85-4025-0161-0161 and 2018-0610-085-4350-0161-0161. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

### **5.6. PRICE ADJUSTMENTS**

Original bid prices set forth on the Proposal Pages of the Contract will remain in effect for the first thirty-six (36) months of the Contract term. Contractor is not entitled to any price adjustment during this thirty-six (36) month time period. Contractor should factor in commodity and/or input price escalations, volatility, risks, and other factors in its proposed prices on the Proposal Pages for the initial thirty-six (36) month period from the start date of this Contract.

After the initial thirty-six (36) month period, a price adjustment may be considered for the next twelve (12) month period, and annually for each subsequent twelve (12) month period. For purposes of determining any price adjustments for this Contract, the City and Contractor will look to changes in the Consumer Price Index. All requests for price adjustments will reference the Consumer Price Index (CPI) – Non-seasonally adjusted - all urban consumers - all items - for the Chicago-Gary- Kenosha, IL- IN - WI region series ID: CUURA207SA0, as it appears in the periodical Consumer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. The current index can be found at <http://data.bls.gov>.

If, during the term of the Contract, the manner in which the CPI as determined by Bureau of Labor Statistics is substantially revised, including a change in the base index year, the City will make an adjustment in the revised index that would produce results equivalent, as nearly as possible, to those that would have been obtained if the CPI had not been so revised. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data are not readily available to enable the City to make the adjustment, then the City will substitute a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a major bank or other financial institution, by a university or a recognized financial publication. A formal modification will not be required to change the index should the subject index (CPI) cease publication.

The Contractor must submit a written request for a positive price adjustment no later than thirty (30) calendar days after the expiration of initial thirty-six (36) month term and within thirty (30) calendar days of each twelve (12) month anniversary of the Contract thereafter. If the Contractor does not request a price increase within such thirty (30) calendar day period, the Contractor will not be entitled to a price increase for the relevant twelve (12) month period.

After the initial thirty six (36) month term, if the CPI has decreased, resulting in a reduction of Contract prices, the City will notify the vendor in writing within sixty (60) days of the Contract's anniversary stating the

City's intention to reduce prices retroactive to the anniversary date of the Contract. The City will adhere to such notification requirement for any price decreases for each subsequent twelve (12) month anniversary of the Contract thereafter.

The Contractor's unit prices for line items will be adjusted beginning the thirty-seventh (37th) month of the Contract and each year thereafter by an amount determined in accordance with the following formula, or .05, e.g. five percent (5%), whichever absolute value is smaller for each subsequent one (1) year period:

New Contract Price (each item) = Original Bid Price for line items x (1 + percentage change in the CPI)

The percentage change in the CPI should be expressed as a decimal point and rounded to the nearest thousandth (e.g. .015). Please note that the percentage change in the CPI may be positive or negative, but will never be more than .05; therefore any new price will never be greater than 105% or less than 95% of the current Contract price. For purposes of determining the first percentage change in the CPI, the base CPI will be the CPI in the 24th completed month of the Contract, which will be compared to the CPI in the 36th completed month of the Contract. Subsequent price changes will be based on the year over year percentage change in the CPI. For example, for the adjustment at the beginning of the fifth year of the Contract (month 49) the CPI from month 36 will be compared to the CPI for month 48.

Any Services provided by the Contractor at a price change, without a properly executed Contract modification signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for any Work and/or services provided at an unapproved increased price.

It is the Contractor's responsibility to request the increase. If the Contractor delivers product after the date requested for the escalation to begin (the anniversary date of the start of the Contract) but prior to the increase being granted, the Contractor may retroactively bill the City for the difference if and when the request is formally approved. In the interim the Contractor must bill the City at the prices currently in effect in the Contract.

Price Escalation applies to Line Items 1, 2, 3, 4, 8, 9, 17, 18, 27, 28, 29, 30, 31, 32, 33, 35 and 36. For Line Items 3, 4, 8, 9, 17, 27, 28, 29, 30, and 31 which contain tables with unit pricing, the adjustment will be based on applying the percentage change to the unit prices in the table. The markups or discount bid by the Contractor will remain constant through the life of the Contract. It is the Contractor's responsibility to provide revised tables when requesting an increase.

Line Items 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25 and 26 refer to catalogs and are not subject to price adjustment as the markups and/or discounts proposed by the Contractor will remain in place for the life of the Contract. The Contractor may provide updated pricelists as they are made available by the manufacturer.

## 5.7. OVERVIEW OF THE PROJECT

The CDA, in its role of maintaining Chicago's Airports, seeks the services of a capable Contractor to be fully responsible for all aspects of planning, scheduling, coordinating, installing, maintaining and delivering excellent CLS at its two Airports. Regular status reports and schedule updates will be required to keep CDA informed of ongoing progress and any issues that may arise. The CLS maintenance is a proactive program to keep the landscaping at CDA's two Airports healthy, thriving, and well cared for. The majority of the work is to be landside only, with very minimal airside work which will be by escort. These services will include:

- Plant Maintenance at both Airports, including green roofs.
- Lawn Care at O'Hare, excluding mowing and edging along paved surfaces/curbs. (CDA reserves the right to add mowing at O'Hare via contract modification during this contract)

- Lawn Care at Midway, no exclusions per Exhibit 1 part 3
- Weed Control at Midway. This is in addition to weeding of beds and includes weeding along fences, sidewalks, and roads (landside only).
- Decorative stone area maintenance at O'Hare.
- Pest and Insect Control at both Airports.
- Urban Wildlife Control and monitoring rodent activity at both Airports
- Irrigation Maintenance at both Airports.
- Seasonal Flower Program at both Airports. (Exhibit 2)
- Replacements Landscape Work at both Airports, as directed by the Commissioner. (Exhibit 3)
- New Landscape Work at both Airports, as directed by the Commissioner. (Exhibit 3)

#### **5.8. CONTRACTOR'S RESPONSIBILITIES**

In providing the services under this Contract, the Contractor must:

- Have demonstrated experience providing those services of the type and scale required for O'Hare and Midway Airports (see Qualifications below).
- Exercise safe, sanitary and sound business practices with the skill, care and diligence normally shown by professional landscapers.
- Require all employees and subcontractors to wear suitable uniforms, including reflective safety vests, during the time they are on Airport property. Each employee of the Contractor or its subcontractors must wear a company identification badge and carry a form of U.S. Government issued photo identification at all times while working on the property.
- Supply an adequate number of trained and fully insured personnel to perform the work.
- Supply an adequate number of full-time personnel to work full-time and on-site at each Airport.
- Require all employees and subcontractors to comply with all instructions issued by the Commissioner.
- Remove all rubbish and debris from the work performed in an orderly, safe, and legal manner. Such disposal is incidental to the contract and will not be separately compensated.
- Provide evidence of all requisite licenses and permits that may be required for all CLS activities. (Licensed plumbers and electricians must work on the irrigation system when required by the building code.)
- Require all personnel on site to report any hazardous or out of the ordinary conditions as well as any vandalism, theft, graffiti, damage, spills, signs of trespass, evidence of rodent or pest infestations, evidence of any plant damage or disease, evidence of non-coverage or breaks in the irrigation system, or any unusual activity that may affect the operation and-or safety of the Airport properties immediately to the Commissioner (no later than twenty-four (24) hours). All reports are to be made in writing.
- Provide all consumable supplies, fertilizers, chemicals, water, equipment, tools, materials, transportation, insurance and labor to fulfill the Contract. Ensure the health and vitality of all plants and lawn areas and the proper running of the irrigation system.

- Prepare and submit an anticipated work schedule and staffing plan in advance of the work for review and approval by the Commissioner. This schedule and staffing plan may be revisited as necessary with the Commissioner during the Contract to best reflect the work being done.
- Become familiar with all areas where the CLS are to be provided and bring to the Commissioner's attention any issue that may affect the work.
- Provide a management-level contact person (e.g., superintendent) who will be responsible for Contract Administration, including immediate and on-site resolution of any issues at the Airports.
- All plant materials and lawn areas must be monitored continuously to identify any issues with disease, pests, breaks, etc. Perform a weekly inspection of all CLS areas, prior to submitting weekly reports. Emergency issues should be reported immediately.
- Submit reports (daily, weekly, monthly and annually) in the form and substance as required by the Commissioner. Reports must at a minimum provide detailed information on the work performed during the relevant time period, reports of any problems incurred and solutions provided, and any new or outstanding issues of relevance to the operation. These reports shall cover all aspects of the landscape and irrigation maintenance. The Contractor must comply with these reporting requirements.
- Attend and participate in all meetings (e.g. quality assurance, weekly/monthly planning and review, etc.)
- Comply with all Federal, State and Local laws, regulations and ordinances (e.g. City of Chicago, U.S. and State of Illinois Environmental Protection Agencies, U.S. and Illinois Department of Agriculture, Illinois Department of Health, etc.) concerning the handling, classification, transportation and disposal of herbicides, pesticides and plant fertilizers or related forms.
- Comply with O'Hare Modernization Program Master Specifications Section 02905 Sustainable Airport Landscaping concerning minimizing wildlife hazards, increasing landscape sustainability and safety/security at airports. See attached Exhibit 19. Although this specifications section references OMP and ORD, for purposes of this contract it also applies to Midway Airport.
- Comply with Sustainable Airport Manual (SAM) Operations and Maintenance Section concerning sustainable sites, water efficiency, innovation, training and monitoring. SAM can be found at <http://www.airportsgoinggreen.org/SAM>
- Within twenty-four (24) hours of receipt, the Contractor must notify the Commissioner and provide detail, of any environmental complaints, problems, fines, citations, violations or issues by any government body or regulatory agency against the Contractor relating to the performance of the Contract. The Contractor must provide to the Commissioner that these complaints, problems have been satisfactorily and completely addressed and resolved at no cost to the City.
- Repairs to and replacements of any portion of the irrigation system that requires new parts shall be considered New Work and must be approved in writing by the Commissioner before performance of the work. As-Built drawings shall be submitted to CDA for Irrigation System New Work, as well as maintaining and updating existing drawings to reflect any alterations to the system.
- Provide proposals for new plantings (seasonal and perennial) which include plans and drawings as requested by the Commissioner. Proposals, plans, and drawings are considered incidental to the contract and will not be compensated separately. As-Built drawings shall be submitted to CDA for new plantings.

## **5.9. CITY'S RESPONSIBILITIES**

In support of the services provided under this Contract, the City must:

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

#### **5.10. CONTRACTOR'S QUALIFICATIONS**

The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new/replacement work installation as defined herein. Included with their bid, Contractors must, at a minimum, provide a list of recent projects where they provided landscape maintenance to non-contiguous sites of approximately ten (10) acres or more, each. Such sites must consist of irrigated lawn, shade, ornamental and evergreen trees, and beds of shrubs, perennials, groundcovers and annuals.

The list must include:

- Account Name
- Contact Person (phone number and email address)
- Size of Account (acreage)
- Scope of Work for Account
- Project Staffing
- Equipment Utilized
- Length of Services provided

The same experience information shall be provided for irrigation maintenance accounts, and experience information shall also be provided for all aspects of the new and replacement work list, if it is in-house or by a Sub-contractor.

Bidders must also provide a brief history of the Company and resumes of all Key Personnel who would be responsible for the Contract. At a minimum, the Bidder must include the resume of its Owner and President (if different), Horticulturist, Landscape Architect, Superintendent, Foreman and a description/resume of the background and experience of any proposed Subcontractors.

Prior to making personnel changes, any proposed staffing substitutions during the course of the contract shall be submitted to CDA in writing for review and approval. Resume of background and experience is required for proposed key personnel.

The following are the minimum qualifications and number of Key Personnel that the Contractor must employ:

- A Horticulturist with demonstrated experience and a Bachelor's degree in Horticultural Science and/or Landscape Architecture. This position must not be filled by a Subcontractor and shall be separate from the Superintendent positions. (A total of one (1) Horticulturist for both Airports.)
- Two (2) dedicated, full-time Superintendents with demonstrated horticultural knowledge in plant maintenance, installation and herbicide/fertilizer application (one Superintendent at each Airport; it must not be the same individual). This Superintendent must have decision making authority for delivering the CLS at the Contractor's designated location and be an employee of the Contractor. Responsibility includes oversight of landscape and irrigation maintenance operations onsite and taking a proactive approach to ensure plants are thriving and general appearance is healthy, neat and tidy. Superintendent must spend a minimum of four (4) hours per day Monday through Friday at the airport from March 1 to November 30 each year. Further, they must spend a minimum of two days each week from December 1 to February 28 of each year at their airport location to

ensure urban wildlife and snow fencing are maintained in accordance with the specification herein. This position may not be filled by a Subcontractor. (One (1) for each Airport for a total of two (2) Superintendents.)

- A full-time Landscape Architect with professional degree and licensed in Illinois to provide design services for New Work and Seasonal Flower Program. This landscape architect shall produce design and as-built drawings for CDA review and use. As-built drawings shall be in CAD and PDF format. Responsibility will include field layout of seasonal flower and new work installations as well as QA/QC of these installations. This work shall not be performed by the Superintendent or Foreman. This position may not be filled by a Subcontractor and shall be separate from the Superintendents. (A total of one (1) Landscape Architect for both Airports.)
- • Two (2) dedicated full-time Foremen, with demonstrated landscape maintenance experience, who will be on-site when any crew is working. The total hours worked by each Foreman for the year per Airport must at a minimum equal 1,656 hours, substantiated by time sheets and daily reports. The hours will be tracked on a trimester basis. March – May shall come to a minimum of 550 hours, June – August will come to a minimum of 572 hours and September – November will come to a minimum of 534 hours. Any shortage of hours will result in a deduction from the annual CLS cost in Line Item 1 for O'Hare and Line Item 2 for Midway in the manner described in Section "Reduction in Compensation for Failure to Provide Minimum Annual Required Personnel Hours and Equipment Related to Comprehensive Landscape Maintenance". This position may not be filled by a Subcontractor. (One (1) for each Airport for a total of two (2) Foremen.)
- • Full-time crews ("Maintenance Crews"), consisting of a minimum of ten (10) experienced landscape laborers ("Laborers"), at each Airport. Crew staffing can increase according to the task at hand but it cannot decrease. The total hours worked by Maintenance Crews for the year per Airport must at a minimum equal 16,960 hours for CLS maintenance, substantiated by time sheets and daily reports. . The hours will be tracked on a trimester basis. March – May shall come to a minimum of 5,600 hours, June – August will come to a minimum of 5,920 hours and September – November will come to a minimum of 5,440 hours Any shortage of hours will result in a deduction from the annual CLS cost in line item 1 for O'Hare and line item 2 for Midway in the manner described in Section, "Reduction in Compensation for Failure to Provide Minimum Annual Required Personnel Hours and Equipment Related to Comprehensive Landscape Maintenance". The minimum crew size of ten (10) full time workers is an average for the season. The Contractor will scale their maintenance crew as they are necessary to meet the requirements of the contract, however, the Contractor must provide a minimum of 16,960 laborer hours for CLS maintenance per year per airport. (A total of ten (10), minimum, at each airport, for a total of twenty (20), minimum Laborers.) Maintenance Crews may be filled by a Subcontractor, however, use of a Subcontractor to fulfill Maintenance Crews does not relieve Contractor obligation to substantiate labor hours by time sheets or daily reports.
- Two (2) Commercial Pesticide Applicator(s) with demonstrated experience and current licenses. (A minimum of two (2) people, one at each airport.) This position may be filled by a Subcontractor.
- A Certified Arborist, Member of the International Society of Arborists, with demonstrated experience and license. This position may be filled by a Subcontractor and shall be separate from the Superintendent positions. Responsibility includes tree inspections and providing a tree report in the Spring , noting conditions of existing trees; treatment, removal, and replacement recommendations. (A total of one (1) Arborist for both Airports.)
- Two (2) Truck Drivers with a current valid CDL driver's license with a tanker endorsement. (A minimum of one (1) at each airport, for a minimum of two (2) total Truck Drivers.) Truck driver is required during the use of self-contained water tankers for supplemental watering. This position may be filled by a Subcontractor. The work hours of truck drivers while using self-contained water

tankers for supplemental watering count towards the minimum hours for the CLS Foremen and Laborers. •

- Irrigation maintenance crew and Foreman with demonstrated maintenance experience. These positions may be filled by a Subcontractor. The work hours of irrigation foreman and crew do not count towards the minimum hours for the CLS Foremen and Laborers. These are not full-time positions. The Contractor will be responsible for coordinating their scheduling to make sure all CLS maintenance and irrigation activities are completed pursuant to the contract. (Two (2) crews total; one (1) crew for O'Hare and one (1) crew for Midway.)

#### **5.11. REPORTING REQUIREMENTS**

The Contractor must submit reports (e.g. daily, weekly, monthly, annually, etc.) in the form, content and substance required by the Commissioner, and at any time during the Contract. At a minimum, the Contractor will submit the following reports to the CDA. However, the CDA reserves the right to request any additional reports that it deems necessary at any time under the Contract:

- Prior to March 1st each year, an annual schedule, submitted by the Superintendent, of activities to be performed in a calendar format. The tasks listed in Section 02940 Landscape and Irrigation Maintenance shall be included as well as proposed seasonal plantings. This schedule will be reviewed and may be revised as the year progresses.
- Daily report, submitted by the Superintendent at the end of each day when work is performed. This report will include weather conditions, any adverse conditions for the day, observations, list crew members and hours of work for the day, work completed and at what locations. Contract shall provide a sample report for Commissioner's review upon contract award.
- Weekly schedule, submitted by the Superintendent, in advance of the work week, outlining anticipated activities (e.g. mowing, weeding, spraying, etc.) and the anticipated locations.
- Weekly report, submitted by the Superintendent, listing the activities completed during the previous week and noting any issues or problems and how they were resolved. Note any work that was not completed per weekly schedule and why. Ensure this work is included in future weekly schedule submission.
- Bi-weekly reports - Horticulturist's report outlining specific issues of plant health and treatment requirements and Irrigation System Inspection report outlining any irrigation issues.
- Monthly summary, with Contractor invoice, of all work performed during the preceding month as well as any problems incurred, solutions provided, recommendations, and new or outstanding issues that may be of relevance to the Contract.
- By December 31<sup>st</sup> each year, an annual summary of the current year's activities and a preliminary forecast of the coming year's activities.

Failure to provide required reports will result in delays in the processing of the Contractor's monthly pay request and may result in reduction of final payment. Failure to provide required reports may also be considered an Event of Default under the Contract.

#### **5.12. MEETINGS**

Regular meetings between the CDA and the Contractor will be required. These meetings may include representatives of other city Departments and/or other Contractors or Consultants, at the Commissioner's discretion. These meetings will take place at each Airport and relate to specific aspects of work at that Airport. It is initially anticipated that there will be weekly meetings, March through November, each year of the Contract, to discuss maintenance and schedule issues. If necessary, additional Quality Assurance ("QA")

meetings will be scheduled by the Commissioner to review CDA's standards as well as the quality of service. An initial QA meeting to discuss start-up issues and requirements will be scheduled upon Contract award.

Attendance by the Contractor at all scheduled meetings will be mandatory. The Contractor must have a single person of management level personnel (e.g. Owner, Superintendent, Horticulturist) with decision-making authority attend these meetings when scheduled. In any year of the Contract, if the Contractor fails to attend four (4) weekly, or two (2) consecutive weekly meetings, or two (2) monthly meetings, CDA may seek corrective measures that could include delays in processing the Contractor's monthly pay request. The meetings are incidental to the Contract and are not compensated separately.

### 5.13. STAFFING PLAN

The Contractor will be responsible for employing and assigning staff of competent personnel who are fully licensed, insured and qualified to perform the CLS as specified and required by the Contract. The Contractor must maintain separate crews at each Airport. New Landscape Work must be installed by qualified personnel, and the work to be performed is separate and distinct from the work performed by the CLS Maintenance Crews. Seasonal Planting and Replacement Landscape Work may be performed by the Maintenance Crews as part of the CLS maintenance. At the onset of the Contract, the Contractor must provide staffing schedules for the Commissioner's review and approval. Staffing issues will be reviewed at weekly and monthly meetings, as required. The Bidder must describe anticipated maximum and minimum crew sizes, by function/job category for each Airport, for each month, with its bid.

The Contractor's minimum staffing and vehicle requirement levels are as shown below:

Description of Staff	Number Required for O'Hare	Number Required for Midway
Superintendent – Management level contact person, responsibilities include Contract Administration as well as the resolution of any Contract issues (2 total).	1	1
Horticulturist – BS in Horticulture or Landscape Architecture degree, if not provide explanation of equivalent experience in commercial landscape maintenance (1 total).	1*	1*
Landscape Architect – Landscape Architecture degree, licensed in IL. Responsibilities include design services, drawings, and layout of planting (1 total).	1*	1*
Foreman – Experience leading crews of 5-10 laborers in commercial landscape maintenance. A 'C' driver's license is required (2 total).	1	1
Arborist – Certified (International Society of Arborists) with license and demonstrated experience (1 total could work both Airports).	1*	1*
Laborers - Full time, 40 hours/week (minimum of 20 total).	10	10
Irrigation Maintenance Foreman – Experience leading crews in commercial irrigation maintenance. (2 total)	1	1
Irrigation Maintenance Crew (minimum of 4 total)	2	2
Truck Driver – Current valid CDL driver's license with a	1	1

tanker endorsement (minimum of 2 total).		
Maintenance Vehicles – Similar or equal to grain box dump trucks with a capacity of 8 CY. Please include vehicle identification numbers. Pickup trucks are not acceptable (minimum of 4 total).	2	2
Water Truck – Self-contained water tanker with a 2,000-gallon capacity. Please include vehicle identification number (minimum of 2 total).	1	1

\* = the same staff person is allowed to be used at both Airports (e.g., same Horticulturist at both O'Hare and Midway Airports)

#### 5.14. SERVICE DAYS

Service Days – Spring, Summer and Fall (Line Items 1 and 2) The CLS maintenance is a nine-month work period each year (March through November, when the bulk of the work will be executed) but monitoring and as needed attention shall continue throughout the year. To this end, the CDA requires that work under this Contract be performed during the times and conditions that promote the health and longevity of the landscape. It is the Contractor's responsibility to submit an anticipated work schedule for CDA review and approval. Further, the Contractor will be responsible for requesting information regarding the anticipated work schedules of CDA workers and other Contractors with the goal of coordinating the CLS with other work at the Airports. The work under this Contract will be typically conducted Monday through Friday, excluding Saturdays, Sundays and Holidays, during daylight hours (6:00 a.m. through 6:00 p.m.). All CLS work on Saturdays, Sundays or during non-daylight hours must be approved by the Commissioner. Work on these off hours will be at no additional cost to the CDA. In all instances, the CLS must not, in any way, disrupt normal business operations or traffic flow in and around the Airports. The Contractor must at a minimum, provide the number of labor hours specified for each title in this contract as related to the CLS maintenance. Shortages in hours will result in deductions from the annual CLS prices in Line Items 1 and 2.

Service Days During Winter Maintenance and Inspection (Line Items 35 And 36)

During the three (3) months of December through February, the Contractor will be responsible for monitoring landscaping at the airports for urban wildlife control, rodent activity and maintaining the snow fence installation. Inspect trees, shrubs and beds for damage and remove any broken branches. (Note: the Contractor will not be responsible for repairing snow fence that was damaged due to snow operations by others). The Superintendents will inspect both airports twice a week during the winter months and take corrective action as needed to protect the landscaping. Additional inspections will be required immediately following snow events and high winds. The cost of Line Item 35, for O'Hare, and Line Item 36, for Midway, will be invoiced over those three months, with 1/3 of the annual value being billed each month of those three months.

#### 5.15. REDUCTION IN COMPENSATION FOR FAILURE TO PROVIDE MINIMUM ANNUAL REQUIRED PERSONNEL HOURS AND EQUIPMENT RELATED TO COMPREHENSIVE LANDSCAPE MAINTENANCE

In the event the Contractor fails to provide the minimum required labor hours (by airport location and classifications) or equipment as noted in sections "Qualifications" and "Staffing plan" in order to provide the CLS compensated under bid lines 1 and 2, the City may reduce the Contractor's final annual CLS payment accordingly by the dollar amounts listed below for all shortfalls. If the deduction amount exceeds the final annual CLS payment amount the additional dollars will be held back in either the following year's first annual payment or any outstanding invoices for extra work at the sole discretion of the Commissioner. In the event during the course of the contract, the Contractor is provided with a price adjustment to their rates, the rates below will be increased by the same percentage as the price adjustment.

Title	Unit of	Quantity Needed	Deduction
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	Measure	Per Airport Per Year	Amount
Laborer/Driver	HOUR	16,960	\$18 per hour
Foreman	HOUR	1,656	\$20 per hour

The annual minimum required labor hours are divided into trimesters and include seasonal flower rotations for Spring Summer and Fall. In the event that a Spring or Fall rotation is not executed in a given year, then a 7% reduction in minimum required labor hours shall be applied in respective trimester.

Trimesters	Foreman Hours	Laborer/Driver Hours
March - May	550	5600
June - August	572	5920
September - November	534	5440
Total Annual Hours	1656	16960

In addition to the above deductions the Commissioner may also request that the Chief Procurement Officer initiate default proceedings which could result in termination of the contract.

#### 5.16. LIQUIDATED DAMAGES

Time is of the essence in the execution of this contract and as a result the City requires that the Contractor meet deadlines to ensure the landscape is maintained properly. As such the Contractor must meet certain time deadlines, unless otherwise waived or changed by the Commissioner for providing and installing product or they will be subject for liquidated damages for each day a deadline is not met. Quantifying losses resulting from the Contractor's delay is inherently difficult insofar as delay may impact the CLS or the performance of the Contractor's obligations under this Contract, and the agreed upon sums below are not a penalty, but rather a reasonable measure of damages, based upon the City's experience in the landscape industry and given the nature of the losses that may result from delay. The liquidated damages will be deducted from the Contractor's most current invoices.

Below is a list of key tasks the City may require the Contractor to work on, the deadline for completing them and the daily liquidated damage that may be assessed by the Commissioner. In the event certain outdoor landscape activities cannot take place and be concluded in the time periods noted below due to prolonged adverse weather conditions or other circumstances beyond the control of the Contractor, the Commissioner will take that into account prior to assessing liquidated damages.

Activity	Completion Date	Liquidated Damages Per Day
Submission of annual work plan	March 1 <sup>st</sup>	\$100
Seasonal design – spring annuals/bulbs	November 1 <sup>st</sup>	\$100
Seasonal design – summer annuals	March 1 <sup>st</sup>	\$100
Seasonal design – fall annuals	July 1 <sup>st</sup>	\$100

Seasonal planting – spring annuals	April 15 <sup>th</sup>	\$300
Seasonal planting – summer annuals	June 15 <sup>th</sup>	\$300
Seasonal planting – fall annuals	September 30 <sup>th</sup>	\$300
Seasonal planting – fall bulbs (spring show)	November 15 <sup>th</sup>	\$300
Mulching tree rings and landscape beds	April 30 <sup>th</sup>	\$100
Installation of snow fence	December 15 <sup>st</sup>	\$200
Removal of snow fence	April 1 <sup>st</sup>	\$200
Providing proposal for extra work	5 work days after request of City	\$100
Submission of work schedule for approved extra work	5 work days after receipt of release	\$200
Submission of annual summary of activities and forecast of the coming year's activities	December 31 <sup>st</sup>	\$100

#### 5.17. NEW & REPLACEMENT LANDSCAPE WORK

New and Replacement Landscape Work will consist of items from the Bid Line Pricing Worksheet provided and will be installed at the Commissioner's request. All work will be installed according to the relative Specification Sections that are provided. New and Replacement Landscape Work will be guaranteed for one (1) year after acceptance by the Commissioner, the only exception being the seeded or sodded lawn is guaranteed only a minimum of three (3) months after acceptance by CDA.

In the event that specific New Landscape Work with an estimated value of \$100,000 or more is requested by the Commissioner, the City may require Contractor to obtain a performance and payment bond. Subject to approval in advance, the expense of obtaining the bond will be reimbursed by the City.

#### CLS MODIFICATIONS

The CDA may add or remove up to 10% of the total landscaping quantities (equal to 10% of the price bid on line item 1 for O'Hare and line item 2 for Midway), on a permanent or temporary basis with no adjustment to the annual landscape maintenance price in Line Item 1 for O'Hare and Line Item 2 for Midway. For any quantities in excess of 10% added or removed, either permanently or temporarily, the Contractor's original Annual Comprehensive Landscaping Maintenance Services price (or current annual price as adjusted pursuant to annual price adjustment language beyond year 3 of the contract) will be adjusted (increased or decreased) based on the Bid Line Pricing Worksheet bid unit costs and new quantities.

For example, assuming an annual bid price of \$500,000 and the CDA requesting additional lawn care acreage, trees, planting bed square footage, green roof area and/or irrigation areas beyond the original quantities listed in the Bid Line Pricing Worksheet and calculating out to \$50,000 or less will be included at no additional cost. Any additional quantities above the \$50,000 value, the Contractor would be allowed to request an increase in price.

In calculating adjustments, all rounding will be to two (2) decimal places.

The request to increase price will require a formal contract modification and require a written price

adjustment request from the Contractor to the Commissioner. In the event of a decrease in price, a formal modification will not be required.

Please note that regardless of the size of the increase or decrease, the Contractor still must meet the performance standards detailed in the contract.

Any new items, if installed by July 1st of the previous year, will become part of the maintenance scope for the following year, presuming the Contractor requests their inclusion no later than February 1 of the year following installation. Pricing will be based on the unit costs shown in the proposal pages for Line Items 1 and 2 and any subsequent price adjustment modifications. Until added to the maintenance portion of the CLS, the Contractor is responsible for all care and maintenance of the materials. Items installed after July 1st will not be added to the CLS until the second season and will have the same care and maintenance responsibilities until added to the CLS.

#### **5.18. PLANT REPLACEMENTS**

Plant replacements will occur in existing landscape areas as directed by the Commissioner. This will be considered Replacement Landscape Work and is to be performed by the Maintenance Crew, as such Prevailing Wages do not apply. Replacement Landscape Work may not adversely impact ongoing Maintenance and staffing may need to be increased during replacement work. Staffing plan must be reviewed and approved by the Commissioner. Existing plants that are dead or in the state of decline should be tagged and reported to the Commissioner. Replacement shall occur upon approval from the Commissioner. The Commissioner will inform the Contractor at the time of replacement whether or not the replacement plants will be of the same species. Plants from the Bid Form may be specified and all replacement plants will be guaranteed for one (1) year after acceptance by the CDA. Replacement plants will be maintained per the CLS at no additional cost.

#### **5.19. GUARANTEES**

If any new work or replacement plants deteriorate in health and appearance during the one-year guarantee period, so as to have a lesser specification, grade and/or quality than originally specified, said materials must be replaced by the Contractor at the Contractor's expense. Exceptions to this guarantee will be damage or loss due to theft, vandalism, accidental occurrences outside the Contractor's control, or Acts of God. Failure to provide auxiliary watering in the case of drought or damaged irrigation systems are not deemed Acts of God or accidental occurrences out of the vendor's control and as such Contractor will be held responsible.

#### **5.20. WATERING**

The watering schedule and the irrigation start-up and shut down must be approved by the Commissioner as part of the project schedule. See Irrigation Specification for scope of work.

Both Airports maintain an irrigation system for the watering of designated lawn areas and annual beds (see attached diagram for scope of system). All plants in above ground planters, containers, beds within precast walls and hanging baskets must be watered by hand to maintain adequate growth and health. The Contractor is responsible for all permits and equipment required for this work. With proper permits, the Contractor may utilize fire hydrants at the airport for supplying water. All permit and water fees are to be paid by the Contractor and are incidental to the contract and not compensated separately.

In times of severe drought (2 weeks with less than ½" of rainfall), all plants may require additional watering. The Contractor will provide the water and must provide all permits and equipment necessary to water the plants at no additional cost to the City.

It is the sole responsibility of the Contractor to ensure that all landscaped areas are irrigated sufficiently to maintain the life and appearance of all plant material regardless of whether there is an irrigation system in place, or whether it is operative. This includes all existing and any new trees, shrubs, perennials, groundcover, turf and annuals planted during the life of the contract.

#### **5.21. SUSTAINABILITY**

The CDA is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidders to comply with Sustainable Airport Manual (SAM).

Within twenty-four (24) hours of receipt, the contractor must notify the Commissioner and provide detail, of any environmental complaints, problems, fines, citations, violations or issues by any government body or regulatory agency against the Contractor relating to the performance of the contract. The Contractor must provide to the Commissioner that these complaints, problems have been satisfactorily and completely addressed and resolved at no cost to the City.

#### **5.22. EXCEPTIONS**

Any deviations or exceptions to these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also be included if not self-explanatory. Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection.

The CDA reserves the right to disqualify bids which do not completely meet the outlined specifications. The impact of exceptions to the specifications will be evaluated by the CDA in determining its need.

#### **5.23. NOTICES**

Notices provided herein, unless expressly provided for otherwise in this Contract, will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Deputy Commissioner of Airfield Operations  
O'Hare International Airport  
City Tower Atrium, P.O. Box 66142  
Chicago, IL 60666

With Copies to: Chief Procurement Officer  
City Hall – Department of Procurement Services  
121 North LaSalle Street, Suite 806  
Chicago, IL 60602

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices delivered by mail will be deemed effective three (3) calendar days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this Section.

#### **5.24. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)**

##### **5.24.1. Definitions**

For purposes of this section, the following definitions shall apply:

"Commissioner of 2FM" means the City's Commissioner of Fleet and Facility Management.

"Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.

"Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.

"Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.

"Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.

"Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.

"Subcontractor" means any person that enters into any tier subcontract to perform work on this Contract.

"Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the Commissioner of 2FM.

#### **5.24.2. Safety Enhancing Requirements**

Contractor and any Subcontractor must comply with MCC 2-92-597. Contractor and any Subcontractor must retrofit large vehicles used in the performance of the contract, in accordance with the Phase-In Period provided below, with:

- (A) Lateral protective devices. This requirement shall be considered satisfied if: (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or (iii) the vehicle cannot be retrofitted with lateral protective devices as attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.
- (B) Left and right side convex mirrors; and
- (C) At least one crossover mirror on the passenger side.

#### **5.24.3. Phase-In Period**

Except when a Contractor or a Subcontractor is granted a waiver pursuant to MCC 2-92-597(g), the Safety Enhancing Requirements set forth above shall apply to:

- (A) one-fourth of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2018 but before July 1, 2019;
- (B) one-half of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2019 but before July 1, 2020;
- (C) three-fourths of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2020 but before July 1, 2021;
- (D) all of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2021.

#### **5.24.4. Compliance**

Contractor shall submit a written compliance plan to the Commissioner of 2FM with respect to compliance with MCC 2-92-597 within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

Every twelve-month period following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner of 2FM, the contractor must submit to the Commissioner of 2FM, in a form and manner provided by the CPO, a report that includes the following:

- (A) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor;
- (B) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required as specified above and MCC 2-92-597(b);
- (C) one or more photographs of each large vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with required safety enhancing equipment as specified above and set forth in MCC 2-92-597(b). The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and
- (D) a certification that the Contractor and any Subcontractor in the contract have met the requirements MCC 2-92-597 and the terms of the contract specified pursuant to that section.

#### **5.24.5. Time Extension and Annual Waiver Requests**

Upon a written request, accompanied by a compliance plan, of a Contractor or Subcontractor of a Contract entered on or before December 31, 2018, the CPO, in consultation with the Department, may grant a time extension of not more than six months for compliance with the requirements of MCC 2-92-597 with regard to the Contract.

Contractor and any Subcontractors may apply to the CPO for an annual waiver from the requirements of MCC 2-92-597. See MCC 2-92-597(g).

#### **5.24.6. Costs**

All costs that the contractor or any subcontractor may incur to comply with contract requirements imposed pursuant to this section are incidental to the overall contract. No additional time or monies shall be granted to the contractor for compliance with these requirements.

#### **5.24.7. Enforcement**

The CPO or Commissioner is authorized to inspect or to have inspected any large vehicle used in the performance of this Contract in order to ensure compliance with Safety Enhancing Equipment requirements and MCC 2-92-597.

In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with any contract requirements specified pursuant to MCC 2-92-597 or rules promulgated thereunder shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each such false statement. For purposes of MCC 2-92-597, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in subsection (d) of Section 1-21-010.

## **5.25. Correlation of Bid Line Items and Exhibits**

LANDSCAPE & IRRIGATION MAINTENANCE (BID LINE ITEMS 1 & 2) FURTHER DETAILED IN EXHIBIT 1

SEASONAL FLOWERS (BID LINE ITEM 3) FURTHER DETAILED IN EXHIBIT 2

PLANT REMOVALS AND RELOCATIONS (BID LINE ITEM 4) FURTHER DETAILED IN EXHIBITS 3 AND 4

UNIT PAVERS & PERMEABLE PAVERS (BID LINE ITEMS 5 THROUGH 8) FURTHER DETAILED IN EXHIBIT 5

LANDSCAPE MATERIALS (BID LINE ITEM 9) FURTHER DETAILED IN EXHIBIT 6

IRRIGATION (BID LINE ITEMS 10 THROUGH 18) FURTHER DETAILED IN EXHIBIT 7

PRECAST CONCRETE BLOCK WALLS (BID LINE ITEMS 19 THROUGH 21) FURTHER DETAILED IN EXHIBIT 8

SITE FURNISHINGS (BID LINE ITEMS 22-26) FURTHER DETAILED IN EXHIBIT 9

LANDSCAPE PLANTING (BID LINE ITEMS 27 AND 28) FURTHER DETAILED IN EXHIBIT 10

VEGETATED ROOF SYSTEMS (BID LINE ITEM 29) FURTHER DETAILED IN EXHIBIT 11

SEEDING AND SODDING NEW AND REPLACEMENT LAWNS (BID LINE ITEMS 30 AND 31) FURTHER DETAILED IN EXHIBITS 12 and 13

SUPPLEMENTARY GENERAL LABOR (BID LINES 32 AND 33)

Supplementary general labor for new or replacement work shall be used to move or install City supplied materials for use in exterior landscaping at O'Hare and Midway Airports. Work shall be performed as directed by the Commissioner at the hourly rates proposed by the Contractor as bid on lines 32 and 33. Line 32, does not require Prevailing Wage Labor while line 33 does require Prevailing Wage labor. Non Prevailing Wage labor is utilized when installing items provided by others like live plants from seasonal decorations display or repairing snow fencing damaged by others. Prevailing Wage applies to installation or landscape blocks or pavers provided by others or resetting loose blocks in existing landscaping.

UNSPECIFIED LANDSCAPE MATERIAL ITEMS (BID LINE ITEM 34) FURTHER DETAILED IN EXHIBIT 14

WINTER LANDSCAPE MAINTENANCE (BID LINE ITEMS 35 & 36) FURTHER DETAILED IN EXHIBIT 15



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284

**Fax: 312-744-3281**

## **MBE & WBE SPECIAL CONDITIONS FOR TARGET MARKET CONTRACTS**

### **ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR TARGET MARKET CONTRACTS**

#### **6.1. Policy and Terms**

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

**Pursuant to Section 2-92-460 of the Municipal Code of Chicago, the Chief Procurement Officer has implemented the Target Market Program that seeks to award competitively or on a negotiated bid process to certified MBEs the established goal of 10% of the annual dollar value of all non-construction contracts and to certified WBEs 1% of the annual dollar value of all non-construction contracts.**

Pursuant to MCC 2-92-535, the prime contractor may apply to be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

#### **6.2. Definitions**

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

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

**"B.E.P.D."** means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

**"Bid"** means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

**"Bidder"** means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

**"Broker"** means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

**"Chief Procurement Officer" or "CPO"** means the chief procurement officer of the City of Chicago or his or her designee.

**"Commercially Useful Function"** means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

**"Contract Specific Goals"** means the subcontracting goals for MBE and WBE participation established for a particular contract. For the purposes of target market contracts issued pursuant to MCC Section 2-92-460, as described in Section 6.3 below, the Contractor may not subcontract more than fifty percent (50%) of the dollar value of the contract to subcontractors who are not MBEs or WBEs.

**"Contractor"** means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

**"Direct Participation"** means the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

**"Directory"** means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

**"Good Faith Efforts"** means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

**"Indirect Participation"** refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

**"Mentor-Protégé Agreement"** means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

**"Minority Owned Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

**"Municipal Code of Chicago" or "MCC"** means the Municipal Code of the City of Chicago.

**"Supplier" or "Distributor"** refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly

sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

**"Target Market Joint Venture"** means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

**"Women Owned Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

### 6.3. Eligibility

- A. Contracts included in the Target Market Program can be either MBE Target Market Contracts, WBE Target Market Contracts or designated as open to all certified MBE and WBE firms. Only MBE and MBE Joint Ventures are eligible to bid on or participate in MBE Target Market Contracts, while only WBE and WBE Joint Ventures are eligible to bid on or participate in WBE Target Market Contracts. On solicitations open to both MBEs and WBEs joint ventures are allowed between both MBEs and WBEs.
- B. Contracts included in the Target Market Program have been identified by the Chief Procurement Officer as having at least three MBEs or three WBEs, as the case may be, that indicated their interest in participating in the contracts' designated commodity area(s) by successfully being certified by the City's Contract Compliance Administrator. The Chief Procurement Officer shall select contracts for the Target Market Program which include a variety of goods and services which the City frequently contracts.
- C. The Contractor may not subcontract more than fifty percent (50%) of the dollar value of the contract to subcontractors who are not MBEs or WBEs. The purchase of goods by a vendor from a manufacturer or supplier for sale to the City in a contract consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Chief Procurement Officer may initiate discussions with a contractor subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- D. MBE or WBE firms will be allowed to participate in this Target Market Contract only in their Areas of Specialty as certified, or if recertification was submitted prior to certification expiration has been applied for, and is pending on the date of bid opening. Certification must be substantiated by current certification letters of all MBE and WBE firms participating in the contract being a part of the bid/proposal response.
- E. The Chief Procurement Officer may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the MBE/WBE program. Where necessary or useful, the Chief Procurement Officer may require or encourage MBEs and WBEs to participate in training programs offered by the Department of Planning and Economic Development or other City departments or agencies as a condition of participation in the Target Market Program.
- F. The Chief Procurement Officer shall be authorized to review whether any MBE or WBE actively involved in the Target Market Program should be precluded from participation in the Target Market Program in the following year to prevent the domination of the Target Market Program by a small number of MBEs or WBEs. The decision of the Chief Procurement Officer to exclude a vendor from the Target Market Program is final and non-appealable. The Chief Procurement Officer shall review the participation of any vendor in the Target Market Program which has been awarded as the prime vendor in a calendar year either; (i) five (5) or more Target Market Contracts; or (ii) Target Market Contracts with a total estimated value in excess of one million dollars (\$1,000,000); provided, however, that each contract used in the above computation has an estimated value in excess of ten thousand dollars (\$10,000). The factors which will be considered by the Chief Procurement Officer include:
  - i. the total number and estimated value of both Target Market and other City contracts awarded to the contractor;
  - ii. the total number and estimated value of both Target Market and other City contracts awarded to the contractor in a specific specialty area;

- iii. the percentage of the number of both Target Market and other City contracts awarded to the contractor in a specific commodity area;
- iv. the percentage of the total estimated value of both Target Market and other City Contracts awarded to the contractor in a specific commodity area;
- v. the extent to which the Vendor is dominating the Target Market Program to the undue detriment of other contractors or the City; and
- vi. any other factors deemed relevant by the Chief Procurement Officer.

#### **6.4. Procedure to Determine Bid Compliance**

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

##### **6.4.1. Schedule D-2**

Bidders must submit, together with the bid, a completed Schedule D-2 committing them to the utilization of each listed firm. The City encourages bidders to utilize the electronic fillable format Schedule D-2, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. All commitments made by the bidder's Schedule D-2 must conform to those presented in the submitted Schedule C-2(s).

##### **6.4.2. Schedule C-2**

The bidder must submit the appropriate Schedule C-2 with its bid for each MBE and WBE subcontractor included on the Schedule D-2. The City encourages subcontractors to utilize the electronic fillable format Schedule C-2, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-2 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE subcontractor and the agreed upon rates/prices. Each Schedule C-2 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-2 has been submitted with the bid, an executed original Schedule C-2 must be submitted by the bidder for each MBE and WBE included on the Schedule D-2 within five (5) business days after the date of the bid opening.

In the event the bidder fails to submit any Schedule C-2s with its bid/proposal, the City will presume that no subcontractors are performing services related to the contract absent evidence to the contrary.

##### **6.4.3. Letters of Certification**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-2, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

##### **6.4.4. Target Market Joint Venture Agreements**

If the bidder is a Target Market Joint Venture, the bidder must provide a copy of the Joint Venture agreement and a Schedule B-2. In order to demonstrate the MBE/WBE partner's share in the ownership and control of the joint venture, the joint venture agreement must include specific details, related to: (1) contributions of capital and equipment; (2) work responsibilities or other activities to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory, and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).

#### **6.5. Reporting Requirements During The Term Of The Contract**

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBE and WBE subcontractors listed on its Schedule D-2 form. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the Contractor for services performed, on the first day of each month and every month thereafter, email and or fax notifications will be sent out to the

Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

- C. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the Contractor and MBE/WBE subcontractors or any first tier non-certified subcontractor and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

- E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the Contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the City for any purpose.
- F. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

#### **6.6. Advances and Expedited Payments**

- A. A vendor bidding on a Target Market Contract may request in its bid/proposal that it receive a portion of the estimated contract value at the time of award as an advance to cover start-up and mobilization costs, which the Chief Procurement Officer may deny, or grant in whole or in part. The Chief Procurement Officer will not accept requests made after bid/proposal opening. The Chief Procurement Officer may grant advances not exceeding the lesser of: (i) ten percent (10%) of the estimated contract value; or (ii) two hundred thousand dollars (\$200,000).
- B. Advances will be liquidated, and hence the City will receive a credit for these advances against payments due under the contract, commencing at the time of the first payment to the Contractor after the payment of the advance. The City shall be entitled to be repaid in full no later than such time as the City pays fifty percent (50%) or more of the estimated contract value to the Contractor, or at the midpoint of the initial contract term.
- C. In the event a vendor does not perform as required by the contract and thus is not entitled to all, or part of, any contract advances or expedited payments it has received, the City shall be entitled to take appropriate actions to recover these excessive payments, including, but not limited to, liquidation against vouchers for commodities/services rendered for other awarded contracts or future bid deposits, restitution sought from the performance bond, a determination that the contractor is non-responsive, or decertification. These remedies are in addition to all remedies otherwise available to the City pursuant to the contract, at law, or at equity.
- D. Due to the nature of term agreements (annual contracts with depends upon requirements contract values), there is no guarantee of the contract against which the advance can be measured or liquidated. Therefore, advances will be granted for term agreements based upon reasonable estimates at the discretion of the Chief Procurement Officer.

#### **6.7. Compliance**

- A. The Contract Compliance Administrator shall be entitled to examine on five business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with the requirements of the Target Market Program and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

- B. It is a material breach of the contract if the vendor, a joint venturer, or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and the status was misrepresented by the contractor or any joint venturer. Such a breach shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law, or in equity.
- C. In the event that the vendor is determined not to have been involved in any misrepresentation of the status of an MBE or WBE, the Contractor shall discharge the disqualified MBE or WBE and, if possible, identify and engage a qualified MBE or WBE as its replacement. Continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due under the contract may be withheld until corrective action is taken.

#### **6.8. Arbitration**

- A. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D-2, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputed between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All arbitration fees are to be paid pro rata by the parties; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **6.9. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

#### **6.10. Resource Agencies**

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration Program  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60661  
Attn: General Services  
(312)353-4528

S.B.A. - Bond Guarantee Program

Surety Bond  
500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Carole Harris  
(312) 353-4003

S.B.A. - Procurement Assistance  
500 West Madison Street, Suite 1250  
Chicago, Illinois 60601  
Attention: Robert P. Murphy, Area Regional Administrator  
(312) 353-7381

Project information and general MBE/WBE Program information:

City of Chicago  
Department of Procurement Services  
Contract Administration Division  
City Hall - Room 806  
Chicago, Illinois 60602  
Attention: Buyer Name  
Buyer Phone#

The Directory of Certified Disadvantaged, Minority and Women Business Enterprises is available in the Bid and Bond Room, Department of Procurement Services, City Hall, Room 103, Chicago, Illinois 60602, Monday through Friday between the hours of 8:40 am to 10:45 am and 12:00 pm to 3:30 pm.

## **ARTICLE 7. INSURANCE REQUIREMENTS**

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

### **7.1. Insurance to be Provided**

#### **7.1.1. Workers Compensation and Employers Liability (Primary and Umbrella)**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

#### **7.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

#### **7.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

#### **7.1.4. Excess/Umbrella**

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

#### **7.1.5. Professional Liability**

When any Horticulturist, Landscape Architects, Arborist, Test Laboratories or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained 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.

#### **7.1.6. Contractors Pollution Liability**

When any work performed involves a potential pollution risk that may arise from the work, services, or operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000. Coverage must include, but not be limited to, the following: completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. 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. The City is to be named as an additional insured.

#### **7.1.7. Property/Installation Floater**

When Contractor performs a repair or replacement of the Property, the Contractor must provide All Risk Property/Installation Insurance at replacement cost for landscape materials, irrigation equipment, and supplies that are or will be part of the project. Coverages must include but are not limited to the following: landscaping, material stored off-site and in-transit, debris removal, and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

### **7.2. Additional Requirements**

**Evidence of Insurance.** Contractor must furnish the City, Chicago Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666 and Department of Procurement Services, City Hall, Room 806, 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

**Failure to Maintain Insurance.** Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

**Notice of Material Change, Cancellation or Non-Renewal.** Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

**Waiver of Subrogation.** Contractor hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

**Contractors Insurance Primary.** All insurance required of Contractor under this Contract must be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

**No Limitation as to Contractor's Liabilities.** The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

**No Contribution by City.** Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

**Insurance not Limited by Indemnification.** 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.

**Insurance and Limits Maintained.** If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

**Joint Venture or Limited Liability Company.** 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.

**Other Insurance obtained by Contractor.** If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

**Insurance required of Subcontractors.** Contractor must name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

**City's Right to Modify.** Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

## **ARTICLE 8. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)**

### **8.1. Online EDS Filing Required Prior To Bid Opening**

The Bidder must prepare an online EDS prior to the bid opening date.

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

#### **NOTE:**

- A. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

### **8.2. Online EDS Web Link**

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

### **8.3. Online EDS Number**

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

EDS Number: \_\_\_\_\_

### **8.4. Online EDS Certification of Filing**

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

**Please insert your Certification of Filing following this page.**

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

### 8.5. Preparation Checklist for Registration

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

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

### 8.6. Preparation Checklist for EDS Submission

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

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

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure and if applicable, owners' company information:
  - \_\_\_\_\_ a. % of ownership
  - \_\_\_\_\_ b. Legal Name
  - \_\_\_\_\_ c. FEIN/SSN
  - \_\_\_\_\_ d. City of Chicago Vendor Number, if available.
  - \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of directors, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

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

- 1. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package
  - \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- 2. List of subcontractors and retained parties:

- \_\_\_\_\_ a. Name
- \_\_\_\_\_ b. Address
- \_\_\_\_\_ c. Fees – Estimated or paid

### 8.7. EDS Frequently Asked Questions

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Entities holding an interest: Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities: Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page,

you will provide us with a user ID, password and secret question for user authentication, only you will have knowledge of this unique identification information.

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

**ARTICLE 9.        PROPOSAL PAGES**

Proposal page(s) follow.

Remainder of page intentionally blank.

**City of Chicago**  
**Catalog RFQ - No Group Lines**

PU085I

**RFQ Header Information**

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**Please Respond By** 10/31/2018

**RFQ Number** 5496

**Ship To Location** 085- O'HARE

**For More Information Please Contact** NICHOLAS WADDELL  
3127421341

**RFQ Description** Comprehensive Landscape Services For O'hare  
And Midway International Airports

**Special Instructions**

**Your Quote is Effective as of** 10/31/2018

**RFQ Status** In Process

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

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

**RFQ Header Details**

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**Contract Type** WORK SERV-AVIATION

**Target Market** NO

**Advertise Date**

**WEB BID Edit Rules** ALL

**Specification** 822034

**Procurement Type** BID

**Bid Deposit Required**

**Compliance Officer**

**Compliance Type Description**

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

**City of Chicago**  
**Catalog RFQ - No Group Lines**

PU085I

<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
1	Work Services	9127305100	91273	LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE - O'HARE SPECIFIC	Year	5	\$	(N/A)	\$	(N/A)	
2	Work Services	9127305120	91273	LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE - MIDWAY SPECIFIC	Year	5	\$	(N/A)	\$	(N/A)	
3	Goods	91273.10	91273.10	LANDSCAPE MAINTENANCE SERVICE - FURNISH, INSTALL AND MAINTAIN SEASONAL FLOWERS AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	12073835	\$	(N/A)	\$	(N/A)	
4	Goods	91273.04	91273.04	LANDSCAPE MAINTENANCE SERVICE - PLANT REMOVAL AND RELOCATION AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	948380	\$	(N/A)	\$	(N/A)	
5	Catalog Line	91273.13	91273.13	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM UNILOCK PAVERS CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 7000	(N/A)		\$		
6	Catalog Line	91273.14	91273.14	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM WHITACRE GREER PAVERS CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 7000	(N/A)		\$		
7	Catalog Line	91273.15	91273.15	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM WAUSAU TILE PAVERS CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 28000	(N/A)		\$		
8	Catalog Line	91273.19	91273.19	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM PERMEABLE PRECAST UNIT PAVERS CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 253775	(N/A)		\$		
9	Catalog Line	91273.03	91273.03	LANDSCAPE MAINTENANCE SERVICE - FURNISH, INSTALL & MAINTAIN LANDSCAPE MATERIALS AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 558195	(N/A)		\$		
10	Catalog Line	91273.30	91273.30	IRRIGATION MAINTENANCE SERVICE - FURNISH ITEMS FROM RAINBIRD IRRIGATION CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 260000	(N/A)		\$		

**City of Chicago**  
**Catalog RFQ - No Group Lines**

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<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
11	Catalog Line	91273.31	91273.31	IRRIGATION MAINTENANCE SERVICE - FURNISH ITEMS FROM HUNTER CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 300	(N/A)		\$		
12	Catalog Line	91273.32	91273.32	IRRIGATION MAINTENANCE SERVICE - FURNISH ITEMS FROM TORO IRRIGATION CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 12000	(N/A)		\$		
13	Catalog Line	91273.33	91273.33	IRRIGATION MAINTENANCE SERVICE - FURNISH ITEMS FROM RAINBIRD LEED AND WATER EFFICIENCY PRODUCTS GUIDE AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 1000	(N/A)		\$		
14	Catalog Line	91273.34	91273.34	IRRIGATION MAINTENANCE SERVICE - FURNISH ITEMS FROM HUNTER LEED APPLICATION GUIDE FOR HUNTER PRODUCTS AT A MARK UP OVER CONTRACTOR'S COST	USD	\$ 1000	(N/A)		\$		
15	Catalog Line	91273.35	91273.35	IRRIGATION MAINTENANCE SERVICE - FURNISH ITEMS FROM TORO CENTRAL CONTROL SYSTEM PRICE LIST AT A MARK UP OVER CONTRACTOR'S COST	USD	\$ 1000	(N/A)		\$		
16	Catalog Line	91273.36	91273.36	IRRIGATION MAINTENANCE SERVICE - FURNISH ITEMS FROM TORO LANDSCAPE DRIP COMPONENTS LIST AT A MARK UP OVER CONTRACTOR'S COST	USD	\$ 1000	(N/A)		\$		
17	Catalog Line	91273.37	91273.37	IRRIGATION MAINTENANCE SERVICE - FURNISH AND INSTALL IRRIGATION PIPING AND WIRING AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 351000	(N/A)		\$		
18	Work Services	9127305200	91273	LANDSCAPE & IRRIGATION MAINT. SERVICE - GENERAL IRRIGATION LABOR RATE FOR REPAIRS AND NEW INSTALLATIONS	Hour	2000	\$	(N/A)	\$	(N/A)	
19	Catalog Line	91273.16	91273.16	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM UNILOCK PRECAST BLOCK WALL CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 65000	(N/A)		\$		

**City of Chicago**  
**Catalog RFQ - No Group Lines**

PU085I

<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
20	Catalog Line	91273.17	91273.17	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM KEYSTONE PRECAST BLOCK WALL CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 5000	(N/A)		\$		
21	Catalog Line	91273.18	91273.18	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM VERSA-LOK PRECAST BLOCK WALL CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 5000	(N/A)		\$		
22	Catalog Line	91273.02	91273.02	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM LANDSCAPE FORMS SITE FURNISHINGS CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 5000	(N/A)		\$		
23	Catalog Line	91273	91273	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM WAUSAU TILE SITE FURNISHINGS CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 125000	(N/A)		\$		
24	Catalog Line	91273.01	91273.01	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM DURA ART STONE SITE FURNISHINGS CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 5000	(N/A)		\$		
25	Catalog Line	91273.11	91273.11	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM TOURNESOL SITEWORK CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 75000	(N/A)		\$		
26	Catalog Line	91273.12	91273.12	LANDSCAPE MAINTENANCE SERVICE - FURNISH AND INSTALL ITEMS FROM FORMS AND SURFACES SITEWORK CATALOG AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 5000	(N/A)		\$		
27	Catalog Line	91273.09	91273.09	LANDSCAPE MAINTENANCE SERVICE - FURNISH, INSTALL AND MAINTAIN REPLACEMENT PLANT MATERIAL (O'HARE AND MIDWAY AIRPORTS) AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 2520000	(N/A)		\$		

**City of Chicago**  
**Catalog RFQ - No Group Lines**

PU085I

<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
28	Catalog Line	91273.08	91273.08	LANDSCAPE MAINTENANCE SERVICE - FURNISH, INSTALL AND MAINTAIN NEW PLANT MATERIAL (O'HARE AND MIDWAY AIRPORTS) AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 600000	(N/A)		\$		
29	Catalog Line	91273.28	91273.28	LANDSCAPE MAINTENANCE SERVICE - FURNISH, INSTALL AND MAINTAIN VEGETATED ROOF SYSTEMS AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 5000	(N/A)		\$		
30	Catalog Line	91273.07	91273.07	LANDSCAPE MAINTENANCE SERVICE - FURNISH, INSTALL AND MAINTAIN REPLACEMENT LAWN AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 165000	(N/A)		\$		
31	Catalog Line	91273.06	91273.06	LANDSCAPE MAINTENANCE SERVICE - FURNISH, INSTALL AND MAINTAIN NEW LAWN AT A DISCOUNT OR MARK UP FROM LIST PRICE	USD	\$ 15000	(N/A)		\$		
32	Work Services	9127305130	91273	LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE - GENERAL LABOR RATE REPLACEMENT WORK	Hour	4250	\$	(N/A)	\$	(N/A)	
33	Work Services	9127305140	91273	LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE - GENERAL LABOR RATE NEW WORK	Hour	500	\$	(N/A)	\$	(N/A)	
34	Catalog Line	91273.29	91273.29	LANDSCAPE MAINTENANCE SERVICE - MATERIALS REQUIRED TO COMPLETE WORK BUT NOT INCLUDED IN EXISTING LINE ITEMS AT AN 8% MARK UP OVER CONTRACTOR'S COST	Allowance	\$ 60000	(N/A)		\$		
35	Work Services	9127342202	91273	LANDSCAPE MAINTENANCE SERVICE - WINTER MAINTENANCE AND INSPECTION, PRICED PER 3 MONTH SEASON, DECEMBER - FEBRUARY, O'HARE INTERNATIONAL AIRPORT	Season	5	\$	(N/A)	\$	(N/A)	
36	Work Services	9127342204	91273	LANDSCAPE MAINTENANCE SERVICE - WINTER MAINTENANCE AND INSPECTION, PRICED PER 3 MONTH SEASON, DECEMBER - FEBRUARY, MIDWAY INTERNATIONAL AIRPORT	Month	5	\$	(N/A)	\$	(N/A)	

**Total Price \$**

**ARTICLE 10. BIDDER CONTACT INFORMATION**

**Person to contact regarding bid:**

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

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

\_\_\_\_\_

**Indicate if you are:**

Manufacturer: YES \_\_\_\_\_ NO \_\_\_\_\_

Exclusive dealer/distributor/reseller\*: YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized dealer/distributor/reseller\*: YES \_\_\_\_\_ NO \_\_\_\_\_

\* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: \_\_\_\_\_

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

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Location of facility where inventory maintained: \_\_\_\_\_

\_\_\_\_\_

Bid Line: \_\_\_\_\_

Proposed Manufacturer and Model Number: \_\_\_\_\_

Exceptions (explain): \_\_\_\_\_

\_\_\_\_\_

# BID LINE PRICING WORKSHEET

## Landscape Services at O'Hare and Midway International Airports

Comprehensive Landscape Services for O'Hare and Midway International Airports  
Chicago Department of Aviation, Specification No. 822034  
Target Market Work Services Form Contract 09.07.2018

Note: Unit prices and extended cost to be provided by bidder for maintenance.

BID ITEM	DESCRIPTION	TYPE	QUANTITY	UNIT COST	EXTENDED COST
1	LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE, O'HARE SPECIFIC (PREVAILING WAGES DO NOT APPLY TO LANDSCAPE LABOR, HOWEVER PREVAILING WAGES APPLY TO IRRIGATION LABOR, SPECIFICALLY PLUMBERS AND ELECTRICIANS AS APPLICABLE TO THE WORK BEING PERFORMED) ALL QUANTITIES ARE APPROXIMATE, BUT ARE SUFFICIENT TO COVER ALL WORK				
Note: For furnishing all materials, labor and equipment to perform the maintenance work. Refer to Landscape & Irrigation Maintenance Spec. Section 02940 for additional information					
	1. Lawn Care - (O'Hare lawn care does not include mowing or edging along paved surfaces)	Acres	97	\$	\$
	2. Shade Trees-	EA	1208	\$	\$
	3. Ornamental Trees	EA	1167	\$	\$
	4. Evergreen Trees	EA	10	\$	\$
	5. Landscape Plant Beds	SF	665,192	\$	\$
	6. Green Roof	SF	110,391	\$	\$
	7. Decorative Stone	SF	30,630	\$	\$
	8. Irrigation System	Lump	1	\$	\$
	9. Snow Fence Installation & Removal	LF	8,000	\$	\$
	Annual Comprehensive landscape maintenance services for O'Hare International Airport, Total Items 1 to 9	YR	1		A \$ _____
LINE 1	LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE, O'HARE SPECIFIC (PREVAILING WAGES DO NOT APPLY TO LANDSCAPE LABOR, HOWEVER PREVAILING WAGES APPLY TO IRRIGATION LABOR, SPECIFICALLY PLUMBERS AND ELECTRICIANS AS APPLICABLE TO THE WORK BEING PERFORMED) Annual price from above (A) x 5Years				B \$ _____
Bid Line 1 – Place sum of extended annual unit prices from Box A of this worksheet in “Price” Box on Bid Line 1 of Proposal Pages and 5 year price from Box B of this worksheet in “Extended Price” Box on Bid Line 1 of Proposal Pages.					

BID ITEM	DESCRIPTION	TYPE	QUANTITY	UNIT COST	EXTENDED COST
2	LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE, MIDWAY SPECIFIC (PREVAILING WAGES DO NOT APPLY TO LANDSCAPE LABOR, HOWEVER PREVAILING WAGES APPLY TO IRRIGATION LABOR, SPECIFICALLY PLUMBERS AND ELECTRICIANS AS APPLICABLE TO THE WORK BEING PERFORMED) ALL QUANTITIES ARE APPROXIMATE, BUT ARE SUFFICIENT TO COVER ALL WORK				
Note: For furnishing all materials, labor and equipment to perform the maintenance work. Refer to Landscape & Irrigation Maintenance Spec. Section 02940 for additional information.					
	1. Lawn Care - (Midway lawn care includes all aspects of care including mowing and edging)	Acres	21.58	\$	\$
	2. Shade Trees	EA	1,050	\$	\$
	3. Ornamental Trees	EA	1,242	\$	\$
	4. Evergreen Trees	EA	73	\$	\$
	5. Landscape Plant Beds	SF	560,578	\$	\$
	6. Irrigation System	Lump	17	\$	\$
	7. Weed Control on Paved Surfaces (walks, etc.)	Acres	126.4	\$	\$
	8. Snow Fence Installation & Removal	LF	20,000	\$	\$
	Annual Comprehensive landscape maintenance services for Midway International Airport, Total Items 1 to 8	YR	1		A \$ _____
LINE 2	LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE, MIDWAY SPECIFIC (PREVAILING WAGES DO NOT APPLY TO LANDSCAPE LABOR, HOWEVER PREVAILING WAGES APPLY TO IRRIGATION LABOR, SPECIFICALLY PLUMBERS AND ELECTRICIANS AS APPLICABLE TO THE WORK BEING PERFORMED)  Annual price from above (A) x5 Years				B \$ _____
Bid Line 2 – Place sum of extended annual unit prices from Box A of this worksheet in “Price” Box on Bid Line 2 of Proposal Pages and 5 year price from Box B of this worksheet in “Extended Price” Box on Bid Line 2 of Proposal Pages					

BID ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
3	SEASONAL FLOWERS (PREVAILING WAGES DO NOT APPLY)		
	Note: For furnishing, installing and maintaining annual flowers and bulbs at the Airports. Price includes all soil prep, plants/bulbs, shipping), installation materials, maintenance including watering, and removal. See Seasonal Flower Specification Section 02910 for more information.		
	1. Annual Flowers - Existing Beds, Planters and Baskets	Flats	\$60.00
		4 1/2" Pots	\$7.00
		1 gal.	\$14.00
		3 gal.	\$100.00
	2. Bulbs (Large) - Existing Beds	EA	\$2.00
	3. Bulbs (Small) - Existing Beds	EA	\$1.00
	4. Planting soil blend for hanging baskets	CY	\$75.00
	5. Filter fabric for hanging baskets	SF	\$0.45
	6. Excavation & Removal of Materials for Seasonal Flower Bed,-10" depth	CY	\$40.00
	7. Planting Mix for New Seasonal Flower Beds - 12" depth	CY	\$45.00
	8. Pre-Grown 22" planter (plastic liner not included)	EA	\$190.00
	9. Pre-Grown 18" planter (plastic liner not included)	EA	\$160.00
LINE 3	<p>For items listed on the bid form within Seasonal Flowers the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated 5 Year Usage Midway \$ 7,573,835.00</p> <p>O'Hare \$4,500,000.00</p> <p><b>Total Both Airports \$12,073,835.00</b></p>	<p>MARKUP OR DISCOUNT PERCENT</p> <p>Extended Price</p>	<p>A _____%</p> <p>B \$ _____</p>
<p>Bid Line 3 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 3 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 3 of Proposal Pages.</p>			

BID ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
<div> <div>Comprehensive Landscape Services for O'Hare and Midway International Airports</div> <div>Chicago Department of Aviation, Specification No. 822034</div> <div>Target Market Work Services Form Contract 09.07.2018</div> </div>			
4	PLANT REMOVAL AND RELOCATION (PREVAILING WAGES DO NOT APPLY)		
	Note: For providing all materials & labor necessary for the indicated type of removal or relocation work. See Plant Removal and Plant Relocation Specification Sections 02230 & 02232 for more information.		
	<b>Tree and Stump Removal</b>		
	3" to 5.5" caliper	EA	\$ 350.00
	6" to 8.5" caliper	EA	\$ 500.00
	9" to 12.5" caliper	EA	\$ 700.00
	13" to 19.5" caliper	EA	\$ 1,100.00
	20" caliper and larger	EA	\$ 1,500.00
	<b>Stump Removal</b>		
	4" to 8" caliper	EA	\$ 90.00
	8" to 12" caliper	EA	\$ 140.00
	12" to 16" caliper	EA	\$ 200.00
	16" to 20" caliper	EA	\$ 250.00
	<b>Turf Removal</b>	SF	\$ 0.90
	<b>Shrub Removal</b>		
	Less than 5' height	EA	\$ 26.00
	Greater than 5' height	EA	\$ 40.00
	<b>Landscape Bed Removal</b>	SF	\$ 1.20
	<b>Weed Removal Spraying (1/2 Acre or Less)</b>	SY	\$ 0.15
	<b>Weed Removal Spraying (1/2 Acre or More)</b>	Acre	\$ 400.00
	<b>Tree Relocation</b>		
	3" to 5.5" caliper	EA	\$ 700.00
	6" to 8.5" caliper	EA	\$ 1,300.00
	9" to 12.5" caliper	EA	\$ 2,000.00
	<b>Shrub Relocation</b>		
	Less than 5' height	EA	\$ 35.00
	Greater than 5' height	EA	\$ 50.00
	<b>Perennial Relocation (no division)</b>	EA	\$ 10.00
	<b>Perennial Division &amp; Relocation (divide into halves)</b>	EA	\$ 20.00
	<b>Perennial Division &amp; Relocation (divide into qtrs)</b>	EA	\$ 40.00
LINE 4	For items listed on the bid form within Plant Removal and Relocation, the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.  Estimated 5 Year Usage   Midway      \$563,380.00 O'Hare              \$385,000.00 <b>Total Both Airports   \$948,380.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 4 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 4 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 4 of Proposal Pages.			

BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
5	NEW UNIT PAVERS - UNILOCK - (PREVAILING WAGE APPLIES)		
	Note: Mark-up/Discount percentages to include delivery, assembly, and all materials and labor required for installation. See Unit Pavers/Permeable Pavers Specification 02780 for more information.		
	Furnish and install items from Unilock Pavers catalog	USD	
LINE 5	For items listed within New Unit Pavers - Unilock, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.  Estimated 5 Year Usage   Midway                      \$0.00 O'Hare                      \$7,000.00 <b>Total Both Airports \$7,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 5 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 5 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 5 of Proposal Pages.			

BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
6	NEW UNIT PAVERS - WHITACRE GREER - (PREVAILING WAGE APPLIES)		
	Note: Mark-up/Discount percentages to include delivery, assembly, and all materials and labor required for installation. See Unit Pavers/Permeable Pavers Specification 02780 for more information.		
	Furnish and install items from Whitacre Greer Pavers catalog	USD	
LINE 6	For items listed within New Unit Pavers - Whitacre Greer, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.  Estimated 5 Year Usage   Midway                      \$0.00 O'Hare                      \$7,000.00 <b>Total Both Airports \$7,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 6 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 6 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 6 of Proposal Pages.			

BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
7	NEW UNIT PAVERS - WAUSAU TILE – (PREVAILING WAGE APPLIES)		
	Note: Mark-up/Discount percentages to include delivery, assembly, and all materials and labor required for installation. See Unit Pavers/Permeable Pavers Specification 02780 for more information		
	Furnish and install items from Wausau Tile Pavers catalog	USD	
LINE 7	<p>For items listed within New Unit Pavers - Wausau Tile, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated 5 Year Usage Midway                      \$0.00</p> <p>O'Hare                      \$28,000.00</p> <p><b>Total Both Airports \$28,000.00</b></p>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
<p>Bid Line 7 – Place percentage from Box A of this worksheet in "Discount or Markup %" Box on Bid Line 7 of Proposal Pages and Extended Price from Box B of this worksheet in "Extended Price" Box on Bid Line 7 of Proposal Pages.</p>			

BID ITEM	DESCRIPTION	UOM	UNIT COST
8	SUSTAINABILITY (Paving Materials) -( PREVAILING WAGE APPLIES)		
	Note: For providing all materials and labor necessary for permeable pavement installation work. See Unit Pavers/Permeable Unit Pavers Specification Sect. 02780 for more information		
	Permeable Precast Unit Pavers		
	Unilock - Paver Installation, (not including base materials and preparation.)		
	Eco Optiloc, 8cm, stock color, standard finish	SF	\$ 6.00
	Eco Priora, 8cm, stock color	SF	\$ 6.00
	Uni Eco Stone, 8cm, stock color	SF	\$ 5.50
	Paveloc Industries - Paver Installation only		
	Aqua Brick, 8cm, stock color, standard finish	SF	\$ 7.50
	Aqua Brickloc, 8cm, stock color, standard finish	SF	\$ 7.00
	Egra Stone, 8cm, stock color, standard finish	SF	\$ 7.50
	CA-16 Bedding and 1" depth	SF	\$ 3.00
	CA-7 Intermediate Material	CY	\$ 140.00
	CA-1 Base Material	CY	\$ 140.00
	Granite Chip Joint Material (2-5mm stone size)	SF	\$ 4.00
	Drain Tile 6" Dia ADS, Wrapped	LF	\$ 8.25
	Note: See Landscape Materials Section for excavation pricing		
LINE 8	For items listed on the bid form within Sustainability (Paving Materials), the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.	MARKUP/ DISCOUNT PERCENT	A _____%
	Estimated 5 Year Usage Midway \$165,775.00 O'Hare \$88,000.00 <b>Total Both Airports \$253,775.00</b>	Extended Price	B \$ _____
Bid Line 8 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 8 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 8 of Proposal Pages.			

BID ITEM	DESCRIPTION	UOM	UNIT COST
9	LANDSCAPE MATERIALS (PREVAILING WAGES APPLY)		
	Note: For providing all materials and labor necessary for the indicated type of landscape work. See Landscape Materials Specification Section 02785 for more information. Installation of items does not include excavation, excavation number remains separate.		
	Tree staking	EA	\$ 120.00
	Shredded hardwood bark mulch	CY	\$ 45.00
	Leaf mulch	CY	\$ 50.00
	Pulverized topsoil	CY	\$ 35.00
	4" dia. perforated ADS drain tile	LF	\$ 2.50
	Filter Fabric	SF	\$ 0.40
	Drainage gravel, washed, river run gravel, 3/4"-1 1/2" dia.	CY	\$ 200.00
	Planter backfill mix (trees and shrubs)	CY	\$ 55.00
	Planter backfill mix (perennials, groundcovers, annuals)	CY	\$ 45.00
	Limestone Screenings	CY	\$ 45.00
	Decorative Gravel, granite, red/gray blend, 3/4"-2" dia.	CY	\$ 550.00
	Decorative Gravel, river run stone, beige blend, 1"-3" dia.	CY	\$ 500.00
	Decorative Gravel, pea gravel	CY	\$ 300.00
	Decorative Gravel, cobblestone, beige, 3"-6"	CY	\$ 800.00
	Decorative Gravel, trap rock	CY	\$ 525.00
	Decorative Gravel, rotten granite	CY	\$ 550.00
	Aluminum Edging, 4" x 1/8" black color	LF	\$ 6.00
	Excavation and Removal of existing soil or gravel off-site	CY	\$ 45.00
	Snow Fencing (installation of new fence), fabric and posts	LF	\$ 5.00
LINE 9	<p>For items listed on the bid form within Landscape Materials, the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated 5 Year Usage   Midway                      \$145,695.00  O'Hare                      \$412,500.00  <b>Total Both Airports \$558,195.00</b></p>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
<p>Bid Line 9 – Place percentage from Box A of this worksheet in "Discount or Markup %" Box on Bid Line 9 of Proposal Pages and Extended Price from Box B of this worksheet in "Extended Price" Box on Bid Line 9 of Proposal Pages.</p>			

BID ITEM	DESCRIPTION	UOM	UNIT COST
10	IRRIGATION EQUIPMENT (EXCLUDING SUSTAINABILITY ITEMS) - RAINBIRD		
	Note: Number is for product only. Labor is calculated separately. Refer to Line Item 18 for General Irrigation Labor Rate		
	Furnish and install items from Rainbird Irrigation catalog	USD	PER ITEM
LINE 10	For items listed within Irrigation Equipment - Rainbird, the Bidder is to provide their percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount. Estimated 5 Year Usage Midway \$150,000.00 O'Hare \$110,000.00 <b>Total Both Airports \$260,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 10 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 10 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 10 of Proposal Pages.			

BID ITEM	DESCRIPTION	UOM	UNIT COST
11	IRRIGATION EQUIPMENT (EXCLUDING SUSTAINABILITY ITEMS) - HUNTER		
	Note: Number is for product only. Labor is calculated separately. Refer to Line Item 18 for General Irrigation Labor Rate		
	Furnish and install items from Hunter Irrigation catalog	USD	PER ITEM
LINE 11	For items listed within Irrigation Equipment - Hunter, the Bidder is to provide their percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount. Estimated 5 Year Usage Midway \$0.00 O'Hare \$300.00 <b>Total Both Airports \$300.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 11 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 11 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 11 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	UNIT COST
12	IRRIGATION EQUIPMENT (EXCLUDING SUSTAINABILITY ITEMS) - TORO		
	Note: Number is for product only. Labor is calculated separately. Refer to Line Item 18 for General Irrigation Labor Rate		
	Furnish and install items from Toro Irrigation catalog	USD	PER ITEM
LINE 12	For items listed within Irrigation Equipment - Toro, the Bidder is to provide their percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount. Estimated 5 Year Usage Midway \$0.00 O'Hare \$12,000.00 <b>Total Both Airports \$12,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 12 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 12 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 12 of Proposal Pages			



BID ITEM	DESCRIPTION	UOM	UNIT COST
16	SUSTAINABLE IRRIGATION - TORO EZ DRIP		
	Note: Number is for product only. Labor is calculated separately. Refer to Line Item 18 for General Irrigation Labor Rate		
	Furnish and install items from Toro ez drip series catalog	USD	PER ITEM
LINE 16	For items listed within Sustainable Irrigation - Toro EZ Drip, the Bidder is to provide their percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.  Estimated 5 Year Usage   Midway                      \$0.00  O'Hare                      \$1,000.00 <b>Total Both Airports \$1,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 16 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 16 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 16 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	UNIT COST
17	IRRIGATION PIPING AND WIRING		
	Note: For furnishing all materials, labor and equipment to install the item. See Irrigation Specification 02810 for more information		
	Provide and install 24-volt control wires along mainline pipe	LF	\$ 1.50
	Repair break in 1/2" to 1" PVC pipe, replace up to 5' of pipe	EA	\$ 285.00
	Repair break in 1-1/4" to 1-1/2" PVC pipe, replace up to 5' of pipe	EA	\$ 300.00
	Repair break in 2" PVC pipe, replace up to 5' of pipe	EA	\$ 315.00
	Repair break in 2-1/2" PVC pipe, replace up to 5' of pipe	EA	\$ 330.00
	Repair break in 3" PVC pipe, replace up to 5' of pipe	EA	\$ 420.00
	Provide & install 3/4" Schedule 40 or SDR-21 PVC pipe with required fittings	LF	\$ 8.10
	Provide & install 1" Schedule 40 or SDR-21 PVC pipe with required fittings	LF	\$ 9.05
	Provide & install 1-1/2" Sch. 40 or SDR-21 PVC pipe with required fittings	LF	\$ 9.75
	Provide & install 1-1/4" Sch. 40 or SDR-21 PVC pipe with required fittings	LF	\$ 9.40
	Provide and install 2" Schedule 40 or SDR-21 PVC pipe with required fittings	LF	\$ 10.00
	Provide and install 2-1/2" Sch. 40 or SDR-21 PVC pipe with required fittings	LF	\$ 14.25
	Provide and install 3" Schedule 40 or SDR-21 PVC pipe with required fittings	LF	\$ 16.50
	Provide and install 4" Schedule 40 or SDR-21 PVC pipe with required fittings	LF	\$ 22.50
LINE 17	<p>For items listed on the bid form within Irrigation Piping and Wiring, the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated 5 Year Usage Midway \$1,000.00</p> <p>O'Hare \$350,000.00</p> <p><b>Total Both Airports \$351,000.00</b></p>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____

Bid Line 18 – Place hourly rate from Box A of this worksheet in “Price” Box on Bid Line 18 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 18 of Proposal Pages

Bid Line 19 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 19 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 19 of Proposal Pages

LINE 20	For items listed within New Block Wall Systems - Keystone, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.	MARKUP/ DISCOUNT PERCENT	A _____%
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	Estimated 5 Year Usage   Midway                      \$0.00 O'Hare                      \$5,000.00 <b>Total Both Airports \$5,000.00</b>	Extended Price	B \$ _____
Bid Line 20 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 20 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 20 of Proposal Pages			
BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
21	NEW BLOCK WALL SYSTEMS - VERSA-LOK – PREVAILING WAGES DO APPLY		
	Note: Mark-up percentages to include delivery, assembly, and all materials and labor required for installation. See Unit Pavers/Permeable Pavers Specification 02780 for more information		
	Furnish and install items from Versa-Lok Precast Block Wall catalog	USD	
LINE 21	For items listed within New Block Wall Systems - Versa-Lok, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount. Estimated 5 Year Usage   Midway                      \$0.00 O'Hare                      \$5,000.00 <b>Total Both Airports \$5,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 21 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 21 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 21 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
22	NEW SITE FURNISHINGS - LANDSCAPE FORMS		
	Note: Mark-up or discount percentages to include delivery, assembly, placement and all materials and labor required for installation. See Site Furnishings Specification 02870 for more information		
	Furnish & install items from Landscape Forms Site Furniture catalog	USD	
LINE 22	For items within New Site Furnishings - Landscape Forms, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount. Estimated 5 Year Usage   Midway                      \$0.00 O'Hare                      \$5,000.00 <b>Total Both Airports \$5,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 22 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 22 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 22 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
23	NEW SITE FURNISHINGS - WAUSAU TILE		
	Note: Mark-up or discount percentages to include delivery, assembly, placement and all materials and labor required for installation. See Site Furnishings Specification 02870 for more information		
	Furnish & install items from Wausau Tile Site Furnishings catalog	USD	

LINE 23	For items within New Site Furnishings - Wausau Tile, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.	MARKUP/ DISCOUNT PERCENT	A _____%
	Estimated 5 Year Usage                      Midway \$25,000.00 O'Hare \$100,000.00 <b>Total Both Airports \$125,000.00</b>	Extended Price	B \$_____
Bid Line 23 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 23 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 23 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
24	NEW SITE FURNISHINGS - DURA ART STONE		
	Note: Mark-up or discount percentages to include delivery, assembly, placement and all materials and labor required for installation. See Site Furnishings Specification 02870 for more information		
	Furnish & install items from Dura Art Stone Site Furnishings catalog	USD	
LINE 24	For items within New Site Furnishings - Dura Art Stone, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (- ) a minus sign for a discount.  Estimated 5 Year Usage Midway \$0.00  O'Hare \$5,000.00 <b>Total Both Airports \$5,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$_____
Bid Line 24 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 24 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 24 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
25	NEW SITE FURNISHINGS - TOURNESOL		
	Note: Mark-up or discount percentages to include delivery, assembly, placement and all materials and labor required for installation. See Site Furnishings Specification 02870 for more information		
	Furnish and install items from Tournesol Sitework catalog	USD	
LINE 25	For items within New Site Furnishings - Tournesol, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.  Estimated 5 Year Usage   Midway                      \$0.00  O'Hare                      \$75,000.00 <b>Total Both Airports \$75,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$_____
Bid Line 25 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 25 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 25 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	EXTENDED PRICE
26	NEW SITE FURNISHINGS - FORMS AND SURFACES		

	Note: Mark-up or discount percentages to include delivery, assembly, placement and all materials and labor required for installation. See Site Furnishings Specification 02870 for more information		
	Furnish & install items from Forms and Surfaces Sitework catalog	USD	
LINE 26	<p>For items within New Site Furnishings - Forms and Surfaces, the Bidder is to provide their general percentage of mark-up or discount to install the catalog items. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated 5 Year Usage   Midway                      \$0.00</p> <p>   O'Hare                      \$5,000.00</p> <p><b>Total Both Airports \$5,000.00</b></p>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
<p>Bid Line 26 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 26 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 26 of Proposal Pages</p>			

BID ITEM	DESCRIPTION	UOM	UNIT COST
27	REPLACEMENT PLANT MATERIAL (O'HARE AND MIDWAY AIRPORTS) – PREVAILING WAGES DO APPLY		
	Note: All replacement plants to include all labor, materials, equipment and guarantee required for installation. On completion of installation of replacement plants they remain part of the original base CLS. See Planting Specification Section 02900 for more information.		
	REPLACEMENT SHADE TREES (O'HARE AND MIDWAY AIRPORTS)		
	Shade Trees (Single Stem)		
		3" cal.	\$ 650.00
		4" cal.	\$ 800.00
		5" cal.	\$ 1,000.00
		6" cal.	\$ 1,400.00
		7" cal.	\$ 1,800.00
		8" cal.	\$ 2,250.00
	Shade Trees (Multi-Stem)		
		12' ht.	\$ 500.00
		14' ht.	\$ 650.00
		16' ht.	\$ 800.00
		18' ht.	\$ 1,000.00
		20' ht.	\$ 1,250.00
	REPLACEMENT ORNAMENTAL TREES		
	Ornamental Trees (Single Stem)		
		3" cal.	\$ 400.00
		4" cal.	\$ 600.00
		5" cal.	\$ 800.00
	Ornamental Trees (Multi-Stem)		
		6' ht.	\$ 300.00
		8' ht.	\$ 400.00
		10' ht.	\$ 600.00
		12' ht.	\$ 800.00
	REPLACEMENT SHRUBS (Deciduous and Evergreen)		
	Small Deciduous Shrubs		
		18" ht.	\$ 30.00
		2' ht.	\$ 35.00
		3' ht.	\$ 45.00
	Large Deciduous Shrubs		
		3' ht.	\$ 55.00
		4' ht.	\$ 70.00

		5' ht.	\$ 85.00
	Spreading Evergreen Shrubs		
		2' sprd.	\$ 45.00
		3' sprd.	\$ 65.00
	Upright Evergreen Shrubs		
		2' ht.	\$ 80.00
		3' ht.	\$ 110.00
		4' ht.	\$ 200.00
		5' ht.	\$ 280.00
		6' ht.	\$ 350.00
		7' ht.	\$ 420.00
		8' ht.	\$ 550.00
REPLACEMENT PERENNIALS			
	Perennials		
		1 gal.	\$ 13.00
		3 gal.	\$ 25.00
REPLACEMENT ORNAMENTAL GRASSES			
	Ornamental Grasses		
		1 gal.	\$ 13.00
		3 gal.	\$ 25.00
REPLACEMENT GROUNDCOVERS			
	Groundcovers		
		3" Pot	\$ 1.75
		1 qt.	\$ 5.50
REPLACEMENT VINES			
	Climbing Vines		
		1 gal.	\$ 18.00
LINE 27	For items listed on the bid form within Replacement Plant Material, the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount. Estimated 5 Year Usage Midway \$1,000,000.00 O'Hare \$1,520,000.00 <b>Total Both Airports \$2,520,000.00</b>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
Bid Line 27 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 27 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 27 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	UNIT COST
28	NEW PLANT MATERIAL (O'HARE AND MIDWAY AIRPORTS) – PREVAILING WAGES DO APPLY		
	Note: All new plants to include all labor, materials and equipment required for installation. Includes a one-year guarantee and full maintenance as specified in Scope of Services. See Planting Specification Section 02900 for more information.		
	NEW SHADE TREES (O'HARE AND MIDWAY AIRPORTS)		
	Shade Trees (Single Stem)		
		3" cal.	\$ 800.00
		4" cal.	\$ 1,100.00
		5" cal.	\$ 1,250.00
		6" cal.	\$ 1,750.00
		7" cal.	\$ 2,250.00
		8" cal.	\$ 2,800.00
	Shade Trees (Multi-Stem)		
		12' ht.	\$ 625.00
		14' ht.	\$ 800.00
		16' ht.	\$ 1,000.00
		18' ht.	\$ 1,250.00
		20' ht.	\$ 1,550.00
	NEW ORNAMENTAL TREES		
	Ornamental Trees (Single Stem)		
		3" cal.	\$ 500.00
		4" cal.	\$ 750.00
		5" cal.	\$ 1,000.00
	Ornamental Trees (Multi-Stem)		
		6' ht.	\$ 400.00
		8' ht.	\$ 500.00
		10' ht.	\$ 750.00
		12' ht.	\$ 950.00
	NEW SHRUBS (Deciduous and Evergreen)		
	Small Deciduous Shrubs		
		18" ht.	\$ 37.50
		2' ht.	\$ 43.75
		3' ht.	\$ 56.25
	Large Deciduous Shrubs		
		3' ht.	\$ 68.75
		4' ht.	\$ 87.50
		5' ht.	\$ 105.00

	Spreading Evergreen Shrubs		
		2' sprd.	\$ 56.25
		3' sprd.	\$ 81.25
	Upright Evergreen Shrubs		
		2' ht.	\$ 100.00
		3' ht.	\$ 137.50
		4' ht.	\$ 250.00
		5' ht.	\$ 350.00
		6' ht.	\$ 437.50
		7' ht.	\$ 525.00
		8' ht.	\$ 687.50
NEW PERENNIALS			
	Perennials		
		1 gal.	\$ 16.00
		3 gal.	\$ 32.00
NEW ORNAMENTAL GRASSES			
	Ornamental Grasses		
		1 gal.	\$ 16.00
		3 gal.	\$ 32.00
NEW GROUNDCOVERS			
	Groundcovers		
		3" Pot	\$ 2.20
		1 qt.	\$ 6.75
NEW VINES			
	Climbing Vines		
		1 gal.	\$ 22.50
LINE 28	<p>For items listed on the bid form items within New Plant Material, the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated 5 Year Usage Midway- \$500,000.00 O'Hare \$100,000.00 <b>Total Both Airports \$600,000.00</b></p>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
<p>Bid Line 28 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 28 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 28 of Proposal Pages</p>			

BID ITEM	DESCRIPTION	UOM	UNIT COST
29	SUSTAINABILITY (Vegetated Roof Materials) (PREVAILING WAGES DO APPLY)		
	Note: For providing all materials and labor necessary vegetated roof installation work. See Vegetated Roof 02915 Specification Sections for more information.		
	Vegetated Roof Systems		
	Note: Systems to include metal edging & underlayment		
	Green Grid (Pre Planted Trays)		
	2'x4' Tray, 4" soil depth	SF	\$ 22.00
	Live Roof (Pre Planted Trays)		
	1'x2' Tray, 4" soil depth	EA	\$ 20.00
	Eco Roofs by Twixwood Nursery (Pre Planted Trays)		
	1'x2' Tray, 4" soil depth	EA	\$ 16.00
LINE 29	<p>For items listed on the bid form within Sustainability (Vegetated Roof Materials), the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated 5 Year Usage   Midway                      \$0.00     O'Hare                      \$5,000.00     <b>Total Both Airports \$5,000.00</b></p>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
<p>Bid Line 29 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 29 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 29 of Proposal Pages</p>			

BID ITEM	DESCRIPTION	TYPE	UNIT COST
30	REPLACEMENT LAWN (PREVAILING WAGES DO NOT APPLY)		
	Note: Replacement lawn does not include removal of existing turf or placement of new topsoil (covered under Removal and Landscape Materials), but does include preparation of topsoil, installation of fertilizer and placement of sod or seed. On completion the replacement lawn remains part of the original base CLS. See Sodded Lawn and Seeded Lawn Specification Sects 02920 & 02921 for more information		
	Sod		
	Bluegrass	SY	\$ 4.50
	Salt tolerant	SY	\$ 6.00
	Tall fescue blend	SY	\$ 4.50
	Seed		
	Bluegrass	SY	\$ 0.75
	Salt tolerant	SY	\$ 1.00
	Tall fescue blend	SY	\$ 0.75
	Low Mow Mix	SY	\$ 0.75
	Hydromulching	SY	\$ 0.75
	Excelsior Erosion Control Blanket	SF	\$ 0.25
LINE 30	<p>For items listed on the bid form within Replacement Lawn, the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated Usage Midway \$25,000.00 O'Hare \$140,000.00 <b>Total Both Airports \$165,000.00</b></p>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
<p>Bid Line 30 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 30 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 30 of Proposal Pages</p>			

BID ITEM	DESCRIPTION	UOM	UNIT COST
31	NEW LAWN (PREVAILING WAGES APPLY)		
	Note: New or replacement lawn does not include removal of existing turf or placement of new topsoil (covered under Removal and Landscape Materials), but does include preparation of topsoil, installation of fertilizer and placement of sod or seed. The maintenance would be as noted in the Scope of Services. See Sodded Lawn and Seeded Lawn Specification Sections 02920 & 02921 for more information		
	<b>Sod</b>		
	Bluegrass	SY	\$ 5.00
	Salt tolerant	SY	\$ 6.50
	Tall fescue blend	SY	\$ 5.00
	<b>Seed</b>		
	Bluegrass	SY	\$ 0.90
	Salt tolerant	SY	\$ 1.20
	Tall fescue blend	SY	\$ 0.90
	Low Mow Mix	SY	\$ 0.90
	Hydromulching	SY	\$ 0.90
	Excelsior Erosion Control Blanket	SF	\$ 0.30
LINE 31	<p>For items listed on the bid form within New Lawn, the Bidder is to provide their percentage of mark-up or discount on the Unit Cost Value for doing the work during the Contract term. The Contractor will indicate a (+) plus sign for a mark-up or (-) a minus sign for a discount.</p> <p>Estimated 5 Year Usage Midway \$10,000.00 O'Hare \$5,000.00 <b>Total Both Airports \$15,000.00</b></p>	MARKUP/ DISCOUNT PERCENT	A _____%
		Extended Price	B \$ _____
<p>Bid Line 31 – Place percentage from Box A of this worksheet in “Discount or Markup %” Box on Bid Line 31 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 31 of Proposal Pages</p>			

BID ITEM	DESCRIPTION	UOM	UNIT COST
32	GENERAL LABOR RATE REPLACEMENT WORK (PREVAILING WAGES DO NOT APPLY)	HOUR	A \$ _____
	Note: This general labor rate is for any extraneous labor required for replacement work as on the Bid Form. GENERAL LABOR RATE (Excluding Irrigation Labor, See Bid Line 18) For necessary additional work beyond what is included in various line item replacement work.		
LINE 32	For items listed on the bid form within General Labor Rate Replacement Work, the Bidder is to provide their unit price.		
	Estimated 5 Year Usage	Midway	1,000 Hours
		O'Hare	1,000 Hours
	<b>Total Both Airports</b>		<b>2,000 Hours</b>
		Extended Price	B \$ _____
Bid Line 32 – Place hourly rate from Box A of this worksheet in “Price” Box on Bid Line 32 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 32 of Proposal Pages			

BID ITEM	DESCRIPTION	UOM	UNIT COST
33	GENERAL LABOR RATE NEW WORK (PREVAILING WAGES DO APPLY)	HOUR	A \$ _____
	Note: This general labor rate is for any labor required for new work as listed on the Bid Form. GENERAL LABOR RATE (Excluding Irrigation Labor, See Bid Line 18) For necessary additional work beyond what is included in various line item new install work		
LINE	For items listed on the bid form within General Labor Rate New Work, the Bidder is to provide their unit price.		
	Estimated 5 Year Usage	Midway	250 Hours
		O'Hare	250 Hours
	<b>Total Both Airports</b>		<b>500 Hours</b>
		Extended Price	B \$ _____
Bid Line 33 – Place hourly rate from Box A of this worksheet in “Price” Box on Bid Line 33 of Proposal Pages and Extended Price from Box B of this worksheet in “Extended Price” Box on Bid Line 33 of Proposal Pages			

BID ITEM	DESCRIPTION		
34	UNSPECIFIED LANDSCAPE MATERIAL ITEMS MARK UP OVER CONTRACTOR'S COST – No Labor included. For more information see Unspecified Landscape Material Items Section 02950		
LINE 34	<p>For items listed on the bid form within Unspecified Landscape Material Items, the Bidder shall not change percentage of mark-up on the Unit Cost Value for doing the work during the Contract term. Mark up not to exceed 8%</p> <p>Estimated 5 Year Usage for Both Airports    \$60,000.00</p>	MARKUP PERCENT	A _____%
		Extended Price	B \$ _____
<p>Bid Line 34 – Mark up over Contractor's Cost (Not to Exceed 8%) for Unspecified Landscape Material Items is listed on Bid Line 34 of Proposal Pages</p>			

BID ITEM	DESCRIPTION		
35	Winter Maintenance and Inspection O'Hare Specific – Prevailing Wages Do Not Apply		
LINE 35	<p>For furnishing all materials, labor and equipment to perform 3 months of winter maintenance and inspection work at O'Hare International Airport. Refer to Article 5. Scope of Services and Detailed Specifications Section 5.6b Service Days During Winter Maintenance and Inspection for more information. Use quantities listed in Bid Line 1 to determine price for Winter Season work</p> <p>Winter Season price from above (A) x 5Years</p>	Winter Season Price	A \$ _____
		Extended Price	B \$ _____
<p>Bid Line 35 – Place Winter Season Price from Box A of this worksheet in "Price" Box on Bid Line 35 of Proposal Pages and 5 year price from Box B of this worksheet in "Extended Price" Box on Bid Line 35 of Proposal Pages.</p>			

BID ITEM	DESCRIPTION		
36	Winter Maintenance and Inspection Midway Specific – Prevailing Wages Do Not Apply		
LINE 36	<p>For furnishing all materials, labor and equipment to perform 3 months of winter maintenance and inspection work at Midway International Airport. Refer to Article 5. Scope of Services and Detailed Specifications Section 5.6b Service Days During Winter Maintenance and Inspection for more information. Use quantities listed in Bid Line 2 to determine price for Winter Season work</p> <p>Winter Season price from above (A) x 5Years</p>	Winter Season Price	A \$ _____
		Extended Price	B \$ _____
<p>Bid Line 36 – Place Winter Season Price from Box A of this worksheet in “Price” Box on Bid Line 36 of Proposal Pages and 5 year price from Box B of this worksheet in “Extended Price” Box on Bid Line 36 of Proposal Pages.</p>			

### CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 4%, 6%, or 8%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:  
☐ 4% Bidder is a City-based business.  
☐ 6% Bidder meets 4% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.  
☐ 8% Bidder meets 6% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? ☐ Yes ☐ No
3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? ☐ Yes ☐ No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?  
☐ Yes ☐ No
4. Street address of business location within the City of Chicago (P.O. address not accepted):  
\_\_\_\_\_
5. Describe the business activities are carried out at the location listed above: \_\_\_\_\_  
\_\_\_\_\_
6. How many full-time regular employees are currently employed at the location listed above? \_\_\_\_\_
7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? \_\_\_\_\_ (for 6% and 8% preferences only)
8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? \_\_\_\_\_ (for 8% preference only)
9. Total number of full-time regular employees employed at all locations worldwide? \_\_\_\_\_
10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":  
\_\_\_\_\_

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

Name of Bidder (Print or Type): \_\_\_\_\_

Signature of Authorized Officer (Sign): \_\_\_\_\_ Date: \_\_\_\_\_

Title of Signatory (Print or Type): \_\_\_\_\_

State of \_\_\_\_\_; County of \_\_\_\_\_; Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name/s of person/s making statement)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(seal)

### BIDDER'S COMMITMENT TO PROVIDE LOCALLY MANUFACTURED GOODS AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

- Contract title: \_\_\_\_\_ Specification #: \_\_\_\_\_
- The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

( ) 25% to 49%-- 1% incentive      ( ) 50% to 74%-- 1.5% incentive      ( ) 75% or greater-- 2% incentive

- Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
<b>TOTAL:</b>			\$

\*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

### LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract Title: \_\_\_\_\_ Specification #: \_\_\_\_\_  
Bidder/Contractor Name: \_\_\_\_\_
2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? ( ) Yes ( ) No
3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):  
\_\_\_\_\_
4. Describe the manufacturing activities carried out at the location listed above: \_\_\_\_\_  
\_\_\_\_\_
5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:  
Item: \_\_\_\_\_ Production steps: \_\_\_\_\_ % of value  
Item: \_\_\_\_\_ Production steps: \_\_\_\_\_ % of value
6. List City of Chicago business license(s) held. If none are required, indicate "none required": \_\_\_\_\_  
\_\_\_\_\_

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Manufacturer: \_\_\_\_\_  
(Print or Type)

Signature of Manufacturer Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

**ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT**

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? ( ) Yes ( ) No

2. Street address of principal place of business: \_\_\_\_\_

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): \_\_\_\_\_

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles \_\_\_\_\_

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) \_\_\_\_\_%

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles \_\_\_\_\_

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) \_\_\_\_\_%

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

### Veteran-Owned Small Local Businesses And Eligible Joint Ventures Affidavit

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-950 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-920?  
( ) Yes ( ) No If Yes, attach the bidder's current City of Chicago VBE certification letter and skip to #7 below.

2. Is bidder an "eligible joint venture" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-920?  
( ) Yes ( ) No

3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-920?  
( ) Yes ( ) No

4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-920?  
( ) Yes ( ) No

5. Is the veteran-owned business identified in #4 above an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?

( ) Yes ( ) No

If yes, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-920.

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6. Is the veteran-owned business identified in #4 above certified by either: (i) the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) the County of Cook as a veteran business enterprise; (iii) the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business? If yes to any of the above, please provide appropriate documentation.

( ) Yes ( ) No

7. List City of Chicago business license(s) held. If none are required, indicate "none required": \_\_\_\_\_

8. Provide address of the veteran-owned business, including the County in which it is located. \_\_\_\_\_

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County: \_\_\_\_\_

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

***Bidder must complete the applicable signature line(s) on the following page.***

Veteran-Owned Small Local Businesses AND ELIGIBLE JOINT VENTURES Affidavit – signature page

**Required Signature for All Applicants**

Name of Veteran-Owned Business: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

**Additional Required Signatures for Eligible Joint Venture Applicants**

Name of Joint Venture (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Name of SBE (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_

(Signature of Notary Public)

(Seal)

**Bidder's Commitment To Utilize Business Enterprises Owned By People With Disabilities (BEPD)**

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract title: \_\_\_\_\_

Specification #: \_\_\_\_\_

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

( ) 2% to 5%-- 1% incentive      ( ) 6% to 9%-- 2% incentive

( ) 10% to 13%-- 3% incentive      ( ) 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

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

Name of Bidder: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

### **Mentoring Program Bid Preference Affidavit**

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago ("MCC") is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

Contract title: \_\_\_\_\_

Specification #: \_\_\_\_\_

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

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

Name of Bidder: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_

(Signature of Notary Public)

(Seal)

**Bidder's Commitment To Encourage Diverse Management and Workforce**

The Bid Incentive to Encourage Diverse Management and Workforce as described in Section 2-92-407 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract title: \_\_\_\_\_  
Specification #: \_\_\_\_\_
  
2. The total percentage of Diverse Management (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Management?  
  
( ) 10% to 20% -- 0.5% incentive  
  
( ) Greater than 20% to 40% -- 2% incentive  
  
( ) Greater than 40% -- 4% incentive
  
3. The total percentage of Diverse Workforce (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Workforce?  
  
( ) 10% to 20% -- 2% incentive  
  
( ) Greater than 20% to 40% -- 4% incentive  
  
( ) Greater than 40% -- 6% incentive

Bidder may qualify for and apply both the diverse management and diverse workforce bid incentives.

Bidder understands that if it fails to retain the committed percentage of Diverse Management and/or Workforce, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of Diverse Management and/or Workforce throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

***Signature page follows.***

**Signature Page For Bidder's Commitment To Encourage Diverse Management And Workforce**

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

Name of Bidder: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

**ARTICLE 11. EXECUTION AND ACCEPTANCE PAGES**

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

### 11.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number \_\_\_\_\_ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: \_\_\_\_\_  
(Print or Type)

SIGNATURE OF PRESIDENT\*:  
(Or Authorized Officer) \_\_\_\_\_  
(Signature)

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

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

ATTEST: \_\_\_\_\_  
(Corporate Secretary Signature) (Affix Corporate Seal)

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).  
(Seal)

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

Commission Expires: \_\_\_\_\_

### 11.2. Bid Execution By A Joint Venture

The undersigned, hereby acknowledges having received Specification Number \_\_\_\_\_ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) \_\_\_\_\_

JOINT VENTURE ADDRESS: (Print or Type) \_\_\_\_\_

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

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature ) \_\_\_\_\_

TITLE OF SIGNATORY: (Print or Type) \_\_\_\_\_

BUSINESS ADDRESS: (Print or Type) \_\_\_\_\_

ATTEST: (Joint Venture Secretary Signature) \_\_\_\_\_  
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).

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

Commission Expires: \_\_\_\_\_ (Seal)

### 11.3. Bid Execution By A Partnership

The undersigned, hereby acknowledges having received Specification Number \_\_\_\_\_ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) \_\_\_\_\_

BUSINESS ADDRESS: (Print or Type) \_\_\_\_\_

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

#### SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).

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

Commission Expires: \_\_\_\_\_

(Seal)

#### 11.4. Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Specification Number \_\_\_\_\_ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: \_\_\_\_\_  
(Signature )

DOING BUSINESS AS: \_\_\_\_\_  
(Print or Type)

Business Address: \_\_\_\_\_  
(Print or Type)  
\_\_\_\_\_  
(Print or Type)

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

Registration Number: \_\_\_\_\_  
(Print or Type)

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name). \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_ (Seal)

**11.5. Bid Acceptance by City**

Contract No.: \_\_\_\_\_

Specification No.: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Total Amount (Value): \_\_\_\_\_

Fund Chargeable: \_\_\_\_\_

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

CITY OF CHICAGO

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Comptroller Date

\_\_\_\_\_  
Chief Procurement Officer Date

## **EXHIBITS**

Exhibits follow this page. Remainder of page intentionally blank.

## **Exhibit 1: Specification Section 02940 – Landscape & Irrigation Maintenance (BID LINE ITEMS 1 & 2)**

### **PART 1 – GENERAL**

#### **1.1. RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2. DESCRIPTION**

- A. Landscape maintenance shall include all labor, materials and methods required to maintain the landscape plantings, hardscape amenities, decorative stone and lawn areas included in this contract. The Contractor must continue to provide required maintenance activities during the time periods when seasonal planting is taking place and that if, in the sole opinion of the Commissioner, it is determined that maintenance is lacking, that the Commissioner may notify the Contractor via email and advise that additional workers must be onsite the following work day(s) to perform maintenance activities.
- B. Irrigation maintenance shall include all labor, equipment and methods to start up, maintain, inspect and shutdown existing irrigation systems.
- C. This section includes descriptions of services and responsibilities listed under Bid Line Items 1 and 2 of the Comprehensive Landscape Services contract.

#### **1.3. QUALITY ASSURANCE**

- A. Refer to Article 5, Scope of Work and Detailed Specifications, for Contractor qualifications.
- B. Perform all work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work.
- C. The Contractor agrees to obtain and pay for all licenses and permits required by Federal, State and local authorities that are necessary for the legal conduct of their business, including the transportation and installation of all agricultural chemicals.
- D. Refer to Article 5, Scope of Work and Detailed Specifications, for the minimum qualifications for the key personnel that the Contractor must employ or subcontract, as applicable, and Staffing Plan

#### **1.4. SUBMITTALS**

- A. Refer to Article 5, Scope of Work and Detailed Specifications, for required maintenance reports.
- B. Submit shipping tickets and product information for all fertilizers, herbicides, insecticides, fungicides and all other materials intended for use as part of this work.

#### **1.5. DELIVERY, HANDLING AND STORAGE**

- A. Packaged Materials: Deliver packaged materials in manufacturer's containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery.
- B. All fertilizers, fuels and hazardous materials shall be stored off site at no additional cost to the CDA. These materials may only be kept on site for a period of no more than 24 hours, while they are being used.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. All materials unless otherwise indicated shall be provided by the Contractor. There is a designated Landscape Yard at each Airport and all materials and equipment will be stored in those locations.
- B. All fertilizers, herbicides, insecticides and fungicides shall be bio-degradable, non-toxic or organic, and be of the best quality obtainable, with the manufacturer's containers properly labeled with a guaranteed analysis.
- C. The Contractor shall submit an application schedule for all chemicals to be applied, along with product name(s) and specifications to the Commissioner prior to application.
- D. Products which have been submitted for review and approved shall not be changed prior to application unless requested in writing to the Commissioner and approved in writing by the Commissioner.

### **2.2 WATER**

- A. Water shall be provided by the Contractor. The Contractor shall be responsible for all permits required to obtain the water and for transporting water to the areas where it is required. Comply with Chicago Plumbing Code regarding the use of backflow preventers and protection of Potable Water Supply.

### **2.3 EQUIPMENT**

- A. The Contractor shall provide all vehicles, equipment and tools necessary to perform all maintenance work in this contract. These may be owned or leased.

## **PART 3 – EXECUTION**

### **3.1 LAWN CARE**

- A. All lawn care shall apply to Midway Airport. Mowing and pavement edging at O'Hare Airport is currently not included in this contract. All other lawn care services are to be provided at O'Hare Airport. CDA reserves the right to add mowing services and/or pavement edging at O'Hare via contract modification.
- B. Mowing

1. Mowing operations are to commence April 1st and continue until November 16<sup>th</sup>. All lawn areas are to be mowed once per week, or less often as necessary during hot weather to maintain specified height.
2. Grass shall only be mowed when it is in a dry condition. Mowing wet lawns after or during a rainstorm is not acceptable.
3. Kentucky Bluegrass, Tall Fescue and Salt Tolerant Grass shall be mowed when it reaches a height of 3 ½" to 4" and be cut to a height of 3". At no time should more than 1/3 of the blade height be removed in a single mowing.
4. Low Mow Grass shall be mowed when it reaches a height of 6" and be mowed to a height of 4". At no time should more than 1/3 of the blade height be removed in a single mowing.
5. Mowing shall include all cutting and trimming around trees, shrubs, other planting beds, curbs, fences, drainage structures and all areas abutted by lawn.
6. Trash and other debris are to be removed from lawn areas prior to mowing operations.
7. All mowing equipment shall be maintained in excellent operating condition, with all cutting edges sharp and in proper adjustment. Low emission, electric or propane powered mowers are encouraged.
8. Mowing operations shall at all times be conducted in such a manner as to prevent damage to turf, nearby trees, shrubs, planting beds, structures, irrigation fixtures, site features, etc.
9. Grass clippings must be immediately removed from all paved areas, tree rings and planting beds.
10. When grass clippings accumulate on the lawn in such a manner as to be detrimental to the health of the lawn, the clippings must be removed.
11. Grass clippings and leaf matter are to be composted by the Contractor off site. The compost then may be used as leaf mulch the following year.
12. No mowing shall occur on Air Pollution Action Days.

#### C. Pavement Edging

1. Turf areas adjacent to walks and curbs are to be edged with a power edger on a weekly basis. Edging operations shall be performed in a manner that avoids scalping of lawn areas.
2. Grass clippings shall be removed from walks, curbs and paving immediately after edging.
3. All power edgers must be electric or propane powered.

#### D. Bed Edging

1. Turf areas adjoining tree rings and plant beds are to be edged using hand tools such as an edging spade or power edger.
2. Bed edging shall be completed three times per year. The first edging shall be in April, the second in July, and the third edging shall be in October.
3. Mulch is to be raked away from the bed edge prior to edging.
4. Cut edges shall be 3" to 4" deep following the shape and curve of the plant bed or tree ring.
5. Excess spoils from cutting shall be removed from the bed edge and removed from the site the same day. Spoils from edge cutting are not to be placed in the bed.
6. Mulch shall be raked back into place after edge is cut.

#### E. Aeration

1. All lawn areas are to be core-aerated once per year in late October or November.
2. Aerated areas are to be dragged to break up the cores on the surface of the lawn.

#### F. Dethatching

1. When a thatch layer of 1/2" or more exists on lawn areas, the lawn is to be power raked using a power-driven, verti-cut mower with fixed metal tines. The equipment shall be set to remove no more than 1/4" of thatch.
2. All removed thatch shall be collected and removed from the site the same day.

#### G. Fertilization

1. Lawn areas shall be fertilized with a granular fertilizer two times per year. The first application shall be applied in April and the second shall be in September.
2. The lawn care fertilizer analysis shall be 28-0-0 and it shall not contain any phosphates. The fertilizers shall be organic, or their nutrient source shall be derived from bio-solids. Synthetic fertilizers are prohibited, unless approved by the Commissioner.
3. Each of the two fertilizer applications shall be applied to lawns at a rate of 160 pounds per acre, applying approximately 2 pounds of nitrogen annually.
4. Fertilizer is to be applied with a rotary (centrifugal) spreader in two applications on one half rate each. The second application is to be made at right angles to the first.
5. Fertilizer is to be made to dry turf only.

#### H. Broadleaf Weed Control

1. Broadleaf weeds shall be controlled on an as-needed basis.

2. Broadleaf herbicides may not contain 2,4-D, Dicamba, Atrazine, or Clopyralid. Use of environmentally safe or organic herbicides is required. Acceptable weed controls include those falling into the "Lowest Hazard" or "Moderate Hazard" category as listed at [www.growsmartgrowsafe.org](http://www.growsmartgrowsafe.org).

#### I. Pre-emergent

1. A pre-emergent shall be used in early Spring prior to the weeds emerging.
2. The pre-emergent can be a granular or liquid product that shall be applied according to the label directions. The pre-emergent shall also contain dithiopyr to control crabgrass. Dithiopyr attached to the granular fertilizer is acceptable and shall be applied according to the label directions.

#### J. Insect and Disease Control

1. All lawn areas are to be monitored continuously for the presence of insect or disease problems. Maintenance staff shall report any pest problem detected and recommended means of control to the CDA in writing, prior to application. Contractor shall use integrated pest management principles.
2. Insecticide and fungicide applications for control of insect and disease pests shall be made on an as-needed basis. The use of organic insecticides and fungicides is required.
3. All chemical applications shall be made by an Illinois licensed applicator, or by an operator under the supervision of a licensed applicator.

#### K. Rodent and Urban Wildlife Control

1. Monitor regularly and identify rodents and urban wildlife in the landscaped areas twelve (12) months out of the year to mitigate potential damage to existing landscaping. The nine (9) month CLS Maintenance period March through November is included in Line Item 1 for O'Hare and Line Item 2 for Midway. The three (3) months during winter coverage December through February is included in Line Item 35 for O'Hare and Line Item 36 for Midway.
2. Rodents are defined as mice, rats and voles. Contractor is not required or expected to catch or remove rodents from the landscaped areas. Contractor shall immediately notify the CDA of any evidence of rodent activity in the existing landscaping and the CDA will deploy its rodent control contractor to address the situation.
3. Urban wildlife is defined as rabbits, skunks, raccoons, squirrels and possums. Contractor is responsible for the mitigation, removal or relocation of urban wildlife in a humane manner. Any trapping devices must be tagged per DNR requirements and inspected once every twenty-four (24) hours, at a minimum, and any trapped wildlife removed from the premises.
4. Any damage to existing landscaping due to unmonitored and/or unreported rodent activity or unmitigated urban wildlife activity must not impact the plant's natural form and cannot exceed 15%. Otherwise, the Contractor is responsible for replacing damaged plants. Any damage to the bark which causes girdling is unacceptable and

Contractor is responsible for plant replacement. Plant replacement that is required due to rodent/urban wildlife damage shall be replaced per the direction of the CDA Commissioner and shall be done at no additional cost to the City.

#### L. Clean Up

1. All lawn areas shall be inspected weekly for litter. All trash, stones and fallen plant matter, including branches and leaves, are to be collected and disposed of on a weekly basis.
2. All debris generated from maintenance operations shall be disposed of off-site at the end of each day. Disposal must be in a responsible and sustainable manner, i.e. chipping or composting.

### 3.2 TREES

#### A. Pruning

1. All pruning is to be performed by a Certified Arborist only. All pruning methods shall be in accordance with the standards of the American Nurseryman's Association.
2. Trees shall be inspected annually and pruned to remove all dead, broken, diseased, rubbing or overlapping branches. Always retain the tree's natural form. Prune lower branches to insure that no branches remain lower than six feet above the ground.
3. Pruning shall be done with clean, sharp hand pruners or pruning saws. The use of hatchets, axes, shovel or other implements not specifically designed for pruning is prohibited.
4. All cuts are to be clean and performed with properly sharpened tools. When diseased material is pruned, tools shall be properly disinfected before further use.
5. For most trees, pruning shall occur in early spring, prior to the flush of new growth. For trees which pruning in early spring is harmful, such as maples, prune these trees at the time as recommended by the American Nurseryman's Association.
6. All cuts shall be made to produce a small collar, but leave no stubs. Cuts shall be made in such a manner as to preclude tearing, stripping or other damage to adjacent bark, limbs or branches.
7. Cuts shall be made back to a bud, branch or main trunk. Collar cuts shall be made at tree trunks.
8. Limbs over 2" diameter shall be removed with three cuts. The first is to undercut by sawing through one-third of the limb. This cut shall not be more than one foot from the trunk. The second cut is an uppercut one or two inches from the first cut, away from the trunk, continued until the branch falls. The third cut shall be to remove the stump with an approximate flush cut at the trunk.
9. Trees shall be continually inspected throughout the year, to detect trees and limbs which may be a hazard to traffic, pedestrians, highway appurtenances,

traffic signs, and utilities. Report any hazards or obstructions and recommend corrective action to the Commissioner. Dead branches are to be pruned and removed once they are observed.

- B. Watering: Supply additional watering as necessary during dry periods to sustain the trees.
- C. Mulching
  - 1. Mulching shall be applied to all tree rings in April, following bed edging.
  - 2. Mulching shall include lightly raking existing mulch and adding a topdressing of premium shredded hardwood bark mulch. Topdressing shall be applied up to a 1" depth, the total mulch depth to be no taller than 3" total.
  - 3. Mulch shall not be placed directly against the tree trunks. Pull mulch away from the bases of tree trunks creating a donut-hole
- D. Weed Control
  - 1. Weeds are to be removed from tree rings on a weekly basis, either by hand or with an organic herbicide.
  - 2. Cultivating or hoeing around trees is prohibited.
  - 3. String trimmer use for weed control is prohibited.
- E. Insect and Disease Control
  - 1. All trees are to be regularly monitored for signs or indications of insect, pest or disease problems. Maintenance staff shall report any problem detected and recommend means of control to the Commissioner in writing, prior to application for approval. Contractor shall use integrated pest management principles.
  - 2. Insecticide and fungicide applications for control of insect and disease pests shall be made on an as-needed basis. The use of organic insecticides and fungicides is required.
  - 3. All chemical applications shall be made by an Illinois licensed applicator, or by an operator under the supervision of a licensed applicator.
- F. Rodent and Urban Wildlife Control
  - 1. Monitor regularly and identify rodents and urban wildlife in the landscaped areas twelve (12) months out of the year to mitigate potential damage to existing landscaping.
  - 2. Rodents are defined as mice, rats and voles. Contractor is not required or expected to catch or remove rodents from the landscaped areas. Contractor shall immediately notify the CDA of any evidence of rodent activity in the existing landscaping and the CDA will deploy its rodent control contractor to address the situation.

3. Urban wildlife is defined as rabbits, skunks, raccoons, squirrels and possums. Contractor is responsible for the mitigation, removal or relocation of urban wildlife in a humane manner. Any trapping devices must be tagged per DNR requirements and inspected once every twenty-four (24) hours, at a minimum, and any trapped wildlife removed from the premises.
4. Any damage to existing landscaping due to unmonitored and/or unreported rodent activity or unmitigated urban wildlife activity must not impact the plant's natural form and cannot exceed 15%. Otherwise, the Contractor is responsible for replacing damaged plants. Any damage to the bark which causes girdling is unacceptable and Contractor is responsible for plant replacement. Plant replacement that is required due to rodent/urban wildlife damage shall be replaced per the direction of the CDA Commissioner and shall be done at no additional cost to the City.

G. Clean Up

1. All tree rings and tree branches shall be inspected weekly for litter. All trash and fallen plant matter, including leaves, are to be collected and disposed of.
2. All debris generated from maintenance operations shall be disposed of off-site at the end of each day. Disposal must be in a responsible and sustainable manner, i.e. chipping or composting.
3. All leaf matter is to be composted by the Contractor off site. The compost then may be used as leaf mulch the following year.

### 3.3 LANDSCAPE BEDS

- A. Definition: Beds that contain shrubs, perennials, ornamental grasses, groundcovers or a combination of these plants is a landscape bed.

B. Shrubs

1. Shrubs shall be pruned once annually at the optimum time of year for the individual shrub species, generally immediately after flowering. All dead or injured branches are to be pruned once they are observed.
2. Pruning methods shall follow the guidelines of the American Nurseryman's Association.
3. Shrubs are to be pruned, maintaining the natural shape of the shrub at all times. No shearing of shrubs will be permitted except for plantings designated as hedges.
4. Shrubs grouped in linear or curvilinear patterns shall be pruned as hedges. Shrubs grouped in clusters or massings shall be pruned as a single massed shape. Specimen shrubs are to be pruned as a single specimen plant. Pruning of grouped shrubs into single individual shapes is not acceptable.
5. All debris generated from pruning operations are to be disposed of at the end of each work day.

C. Perennials, Groundcovers, Ornamental Grasses

1. Perennials shall be continually dead-headed throughout the growing season, to promote extended flowering and to prevent perennials from going to seed.
  2. Groundcovers and ornamental grasses shall be regularly pruned to remove dead or broken material and to keep the plant coverage within the designated beds.
  3. Inspect all perennials and ornamental grasses regularly to determine if division is necessary. Notify the Commissioner of all plant beds that need to be divided. Division is not part of the maintenance, but can be included under Bid item 4 Plant Removal and Relocation at the discretion of the Commissioner.
- D. Watering: Provide additional watering as necessary during dry periods to sustain shrubs, perennials, groundcovers and ornamental grasses in landscape beds.
- E. Mulching
1. Mulching shall be applied to all landscape beds in April following bed edging.
  2. Mulching shall include lightly raking existing mulch and adding a topdressing.
  3. Topdressing for shrubs shall be premium shredded hardwood bark mulch. Topdressing for shrubs shall be applied up to a 1" depth, bringing the total mulch depth to no taller than 3" height.
  4. Topdressing for perennials and ornamental grasses shall be leaf mulch or leaf compost. Topdressing for perennials and ornamental grasses shall be applied up to a 1" depth, bringing the total depth no taller than 3" total height.
  5. There is no topdressing for groundcovers.
- F. Fertilization
1. Landscape Beds shall be fertilized with a granular fertilizer once per year. The application shall be applied in April.
  2. Fertilizer shall be a 40% mixture with an analysis of 10-10-10, with slow release nitrogen. Fertilizers shall be organic or have a nutrient source derived from bio-solids. Synthetic fertilizers are prohibited, unless approved by the Commissioner.
  3. Fertilizer shall be applied to beds at a rate of 100 pounds per acre.
  4. Apply fertilizer only when the landscape beds are dry.
- G. Weed Control
1. Weeds are to be removed from tree rings on a weekly basis, either by hand or with an approved organic herbicide.
  2. Cultivating or hoeing around shrubs, perennials and ornamental grasses is prohibited. Cultivating or hoeing around groundcover beds is permissible.
  3. String trimmer use for weed control is prohibited.

H. Insect and Disease Control

1. All shrubs, perennials and groundcovers are to be regularly monitored for signs or indications of insect, pest or disease problems. Maintenance staff shall report any problem detected and recommend means of control to the Commissioner in writing, prior to application for approval. Contractor shall use integrated pest management principles.
2. Insecticide and fungicide applications for control of insect and disease pests shall be made on an as-needed basis. The use of organic insecticides and fungicides is required.
3. All chemical applications shall be made by an Illinois licensed applicator, or by an operator under the supervision of a licensed applicator.

I. Rodent and Urban Wildlife Control

1. Monitor regularly and identify rodents and urban wildlife in the landscaped areas twelve (12) months out of the year to mitigate potential damage to existing landscaping.
2. Rodents are defined as mice, rats and voles. Contractor is not required or expected to catch or remove rodents from the landscaped areas. Contractor shall immediately notify the CDA of any evidence of rodent activity in the existing landscaping and the CDA will deploy its rodent control contractor to address the situation.
3. Urban wildlife is defined as rabbits, skunks, raccoons, squirrels and possums. Contractor is responsible for the mitigation, removal or relocation of urban wildlife in a humane manner. Any trapping devices must be tagged per DNR requirements and inspected once every 24 hours, at a minimum, and any trapped wildlife removed from the premises.
4. Any damage to existing landscaping due to unmonitored and/or unreported rodent activity or unmitigated urban wildlife activity must not impact the plant's natural form and cannot exceed 15%. Otherwise, the Contractor is responsible for replacing damaged plants. Any damage to the bark which causes girdling is unacceptable and Contractor is responsible for plant replacement. Plant replacement that is required due to rodent/urban wildlife damage shall be replaced per the direction of the CDA Commissioner and shall be done at no additional cost to the City.

J. Clean Up:

1. All beds shall be inspected weekly for litter. All trash and fallen plant matter, including leaves, is to be collected and disposed of.
2. All debris generated from maintenance operations shall be disposed of off-site at the end of each day. Disposal must be in a responsible and sustainable manner, i.e. chipping or composting.

3.4 **SEASONAL BEDS AND PLANTERS**

A. Annual Flowers

1. See Section 02910 Seasonal Flowers.

B. Bulbs

1. See Section 02910 Seasonal Flowers.

### 3.5 INSPECTION REPORTS

A. General

1. Plants and grass shall be routinely monitored for insects, diseases, pests, dead or broken plant material.
2. Inspect landscape areas regularly for signs of vandalism, graffiti, trespass, spills or dumps, damage to hardscape structures or features, fallen signs, or theft. If any of these conditions are observed, notify the Commissioner in writing immediately.

B. Reports

1. Contractor shall submit reports (e.g. daily, weekly, monthly, annually, etc.) in the form, content and substance required by the Commissioner, at any time during the contract. Initially, it will be required that the Contractor provide the following reports to the CDA:
  - a. Annual schedule of activities to be performed set in a calendar format, to be submitted by the Superintendent before March 1 each year.
  - b. Daily report, submitted by the Superintendent noting weather conditions, list of crew members working and their hours, work completed and at which locations.
  - c. Weekly schedule, submitted by the Superintendent, in advance of the work week, outlining anticipated activities (e.g. mowing, weeding, spraying, etc.) and the anticipated locations.
  - d. Weekly report, submitted by the Superintendent, listing the activities completed during the previous week and noting any issues or problems and how they were resolved. Note any works that was not completed and why. Ensure this work is rescheduled.
  - e. Bi-weekly reports – Horticulturist's reports outlining specific issues of plant health and treatment requirements, and Irrigation System Inspection report outlining any irrigation issues.
  - f. Monthly summary, with Contractor invoice, of all work performed during the preceding month as well as any problems incurred, solutions provided, recommendations and new or outstanding issues that may be of relevance to the contract.
  - g. Annual summary of the preceding year's activities shall be submitted by December 1 of each year and a preliminary forecast of the coming year's activities shall be submitted by March 1 of each year. The Contractor shall

reconcile the maintenance quantities on Bid work sheet annually, as part of the annual summary, to reflect any work completed during the year that would alter those quantities.

2. Failure to provide required reports will result in delays in the processing of the Contractor's monthly pay request and may result in reduction of final payment.

### 3.6 IRRIGATION MAINTENANCE

#### A. General

1. Contractor to provide complete and ongoing maintenance of all components of the irrigation system currently in place at O'Hare and Midway Airports as well as any new components that may be added by others during the course of this CLS contract. The current estimated sizes of the systems are as follows.
  - a. O'Hare Airport – 58 acres of irrigated lawns and annual beds, with ten backflow preventers, ten controllers, ten time clocks and 202 zones. The zones are broken down per pump as follows:
    - 1) Pump Station 1 has 27 zones
    - 2) Pump Station 2 has 17 zones
    - 3) Pump Station 3 has 11 zones
    - 4) Pump Station 4 has 40 zones
    - 5) Pump Station 5 has 40 zones
    - 6) Pump Station 6 has 12 zones
    - 7) Pump Station 7 has 8 zones
    - 8) Pump Station 8 has 22 zones
    - 9) Pump Station 9 has 9 zones
    - 10) Pump Station 10 has 16 zones
  - b. Midway Airport – 28 acres of irrigated lawns and annual beds, with seventeen backflow preventers, eighteen controllers, seventeen time clocks and 261 zones. The zones are broken down per pump as follows:
    - 1) Pump Station 1 has 29 zones
    - 2) Pump Station 2 has 21 zones
    - 3) Pump Station 3 has 18 zones
    - 4) Pump Station 4 has 24 zones
    - 5) Pump Station 5 has 12 zones
    - 6) Pump Station 6 has 4 zones
    - 7) Pump Station 7 has 15 zones
    - 8) Pump Station 8 has 21 zones
    - 9) Pump Station 9 has 18 zones
    - 10) Pump Station 10 has 15 zones
    - 11) Pump Station 11 has 13 zones
    - 12) Pump Station 12 has 9 zones
    - 13) Pump Station 13 has 13 zones
    - 14) Pump Station 14 has 18 zones
    - 15) Pump Station 15 has 7 zones
    - 16) Pump station 16 has 14 zones
    - 17) Pump Station 17 has 10 zones

2. Irrigation maintenance must be performed by a firm with demonstrated experience providing irrigation maintenance services of the type and scale required for O'Hare and Midway Airports. If required by Building Code, work must be done by licensed irrigation plumbers and electricians. Other irrigation work not subject to Building Code requirements for plumbers and electricians, may utilize irrigation technicians and laborers. See the Scope of Services.
3. Inspections of the entire irrigation system must be completed every two weeks. Contractor must submit a report of problems or issues at the completion of each inspection. In addition, other landscape maintenance personnel are to be vigilant in detecting irrigation problems and reporting them immediately to the irrigation maintenance subcontractor at which time the problems will be immediately corrected.
4. Irrigation maintenance will include, but will not be limited to, the following:
  - a. Adjusting of spray/rotary heads and nozzles.
  - b. Routine inspections.
  - c. Fall shut down of all systems, including removal and storage of backflow preventers (per direction of Commissioner) and blowing out lines.
  - d. Spring start-up of all systems, including the reinstallation on the backflow preventers.
  - e. Any required permitting for RPZ testing and/or reinstallation will be the Contractor's responsibility, will not be compensated separately and its cost should be included in the pricing associated with Bid Lines 1 and 2.
5. The Contractor is responsible for replacing or repairing all items that are under his guarantee or which have been damaged due to his own negligence, including:
  - a. Repairing/replacing pop-up spray heads, pop-up rotors, large gear driven rotors.
  - b. Repairing/replacing solenoid valves.
  - c. Repairing/replacing PVC pipe.
  - d. Repairing/replacing 24-volt control valves.
  - e. Repairing/replacing quick coupler valves.
  - f. Repairing/replacing irrigation controller.

Other repair not resulting from Contractor's negligence, as well as system upgrade and expansion, will be made at the rates proposed by the Contractor and as directed by the Commissioner. During Spring startup of irrigation system and during normal operation of the system, it is the Contractor's responsibility to note necessary repairs and provide a proposal in a timely manner.

6. Submit bi-weekly reports on the status of the irrigation systems during the time in which the systems are functioning.

### 3.7 **HARDSCAPE MAINTENANCE**

#### A. General

1. Weed control shall be required in all hardscape areas, including but not limited to, sidewalks, driveways, median islands, curbs, and gravel beds, for Midway Airport only.

2. Weeding shall be treated with a selective herbicide and applied with a limited spread spray application. All herbicides must be an organic herbicide such as Burnout II or similar. Glyphosate may be used, but any other non-organic herbicides may only be used with approval by the Commissioner.

### **3.8 GREEN ROOF MAINTENANCE**

#### **A. General**

1. All green roof areas are to be inspected monthly from May to October and hand weeded, as necessary.
2. Water the plantings in periods of drought (over three weeks without rain).

### **3.9 DECORATIVE STONE MAINTENANCE**

#### **A. General**

1. Decorative stone areas at O'Hare are decomposed granite, river rock or cobbles located along turf or sidewalk.
2. Disturbed stone shall be raked to create and maintain an even and uniform appearance.
3. Loose stone found outside landscape edging shall be returned to the existing decorative stone area.
4. Weeds are to be removed on a weekly basis, either by hand or with an approved organic herbicide
5. All trash and fallen plant matter, including leaves, are to be collected and disposed of.
6. Contractor shall inspect all stone areas in the Spring and notify the Commissioner of any winter damage to the landscape edging and any low rock areas that need replenishment. Additional stone and landscaping edging repairs must be approved by the Commissioner and shall be compensated separately.

### **3.10 LANDSCAPE PLANTER MAINTENANCE**

#### **A. General**

1. Some existing planters at O'Hare and Midway may contain trees, shrubs and/or perennial plantings. They are located within the boundaries of the Site Maps provided for O'Hare and Midway. Their maintenance is included in this section of the contract and is included on the Bid Line 1 Pricing Worksheet for O'Hare and Bid Line 2 Pricing Worksheet for Midway.

### **3.11 SNOW FENCE INSTALLATION AND REMOVAL**

#### **A. General**

1. Install owner supplied posts and snow fencing along landscape beds to protect planting from winter snow and salt damage. Installation shall occur between November 15 and December 15, depending on weather conditions.
2. Sort fabric fencing so like colors are used in same beds to provide a uniform appearance.
3. Install fence carefully so as not to damage any plants or irrigation lines.
4. Fence fabric shall be pulled taut and securely fastened to posts. Posts shall be installed straight and equidistant with a maximum distance of 4 feet between posts.
5. Remove posts and fencing in the late winter/early spring once the threat of snow has passed, approximately March 15 through April 1.
6. Remove all posts completely, leaving no sections in the landscape beds or turf. Neatly gather and fold fence fabric. Transport and store in the dedicated staging area.
7. Notify the Commissioner if any fencing fabric or posts are damaged and not suitable for reuse prior to proper disposal. Provide a replacement proposal for materials in kind using Bid Line 34 UNSPECIFIED LANDSCAPE MATERIAL ITEMS.
8. For winter maintenance see Exhibit 15: Specification Section 02960 – Winter Landscape Maintenance, which is compensated separately under bid lines 35 and 36.

#### **3.12 COMPENSATION**

- A. Compensation will be based on an annual cost as proposed by the Contractor on Bid Line 1 O'Hare and Bid Line 2 Midway on the proposal pages. Contractor will invoice each Airport with nine equal monthly invoices beginning no earlier than April 1 of each year.

**END OF SECTION 02940**

## **Exhibit 2: Specification Section 02910 – Seasonal Flowers (BID LINE ITEM 3)**

### **GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Item 3 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:

- 1. Annual Flowers
- 2. Bulbs
- 3. Planting Mix
- 4. Pulverized Topsoil
- 5. Bone Meal
- 6. Filter Fabric
- 7. Planting
- 8. Plant Maintenance

#### **1.3 SUBMITTALS**

- A. Illinois Department of Agriculture Certificate: A copy of a current Nurseryman Certificate from the Department of Agriculture shall be submitted from each nursery that provides plants, stating that the nursery has been inspected and is free from dangerous pests and plant diseases. Plants from nurseries without a valid certificate will not be accepted.
- 
- 1. Pulverized Topsoil Analysis Reports: A topsoil analysis report by a recognized soil test laboratory shall be submitted for all topsoil used. The analysis shall include the percentages of clay, silt and sand, the percentage of organic matter and the level of the pH. The analysis shall also contain the amount of any chemicals detrimental to human health or plant life, and recommendations for improving the soil (See Item 2.3.). All testing and reports are to be at the contractor's expense. The Contractor must provide analysis reports for all topsoil and amended topsoil until approval from the Commissioner.
  - 2. Material Product Data and Samples: Product data, supplier name and a sample of the following materials shall be submitted for approval. Samples for materials not required by the Commissioner may be omitted:
    - 1. Pulverized Topsoil
    - 2. Planting Mix(es)
    - 3. Filter Fabric

#### **1.4 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein as noted in the Scope of Services.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Do not prune plants prior to delivery. Protect plants during shipping and handling.
  - 1. Handle plants by their containers only.
  - 2. Comply with all Federal and State regulations concerning classification and transportation of plants and materials.
  - 3. Plants that cannot be installed within 24 hours of delivery shall be protected and Annual Flowers are to be irrigated. Plants shall be properly spaced to allow air flow in between and shall be protected from drying winds, direct sunlight, and damage from equipment. Plants shall be kept moist by adequate hand watering or drip irrigation. Do not water plants in direct sunlight.

#### **1.6 SCHEDULING**

- A. Planting Season: Plants shall only be installed within the following dates, unless otherwise directed by the Commissioner:
  - Spring Annual Flowers: March 20<sup>th</sup> through April 15<sup>th</sup>
  - Summer Annual Flowers: May 15<sup>th</sup> through June 15<sup>th</sup>
  - Fall Annual Flowers: September 15<sup>th</sup> through October 15<sup>th</sup>
  - Bulbs: September 15<sup>th</sup> through November 1<sup>st</sup>
- B. Special Conditions: When favorable weather conditions exist outside of the planting season, the Contractor may install plants when approved by the Commissioner.

#### **1.7 ACCEPTANCE AND WARRANTY**

- A. Acceptance: The Contractor shall submit a written request for inspection of plants upon substantial completion to the Commissioner. The request shall be submitted at least ten (10) days prior of the anticipated review. Upon inspection, the Commissioner shall prepare a punch list of outstanding or unacceptable items. After the items have been satisfactorily completed, the Commissioner will grant Acceptance. Acceptance of the plants by the Commissioner shall be for general conformance to specified plants, sizes, quality and location, and shall not relieve the Contractor of responsibility for full conformance to the contract documents.

B. Warranty: Contractor shall warranty all annual flowers from date of installation until the first frost or until the plants are removed for installation of the bulbs.

1. Without cost to the Commissioner, the Contractor shall replace all plants that are dead, have more than 25% dead foliage, diseased or are not in a healthy and flourishing condition, as determined by the Commissioner. Plant replacements shall closely match the original plant installed and be the same variety and size. Plant replacements shall be guaranteed the same as original plantings. There is no limit to the number of times a plant can be replaced.
2. The Contractor shall make all necessary repairs due to plant replacement operations, at no cost to the Commissioner.
3. The Contractor shall monitor plants during the maintenance visits, and notify the Commissioner of all concerns and recommendations.
4. Plants that have died or been damaged as a result of vandalism, damage caused by others trades occupying the site, animals or extreme weather shall not be subject to warranty.
5. Plants that have died or been damaged as a result of overwatering, underwatering, maintenance operations, chemical spraying or natural plant failure shall be replaced per the warranty.
6. There is no warranty required for bulbs.

## **1.8 MAINTENANCE**

A. Maintenance of annual plants shall begin upon installation and shall become part of the CLS cost under Line Items 1 and 2. Maintenance shall include watering, fertilizing, weeding, deadheading, pruning and straightening of installed plants. All fertilizers, pesticides and broadleaf herbicides must be organic and non-toxic. The Contractor must continue to provide required maintenance activities under the CLS during the time periods when seasonal planting is taking place and that if, in the sole opinion of the Commissioner, it is determined that maintenance is lacking, that the Commissioner may notify the Contractor via email and advise that additional workers must be onsite the following work day(s) to perform maintenance activities.

1. Annuals shall be continually dead-headed throughout the growing season, to promote extended flowering and to prevent flowers from going to seed.
2. Prune to remove dead or broken material and to keep the plant coverage within the designated beds.
3. Prune trailers in hanging baskets to prevent any obstruction of traffic signs. Prune trailers in planters so they do not cover sidewalk or roadway median.
4. Bulbs shall be regularly pruned to remove spent flowers and dead leaves.

- B. The Contractor shall protect plants from construction or maintenance damage at all times. Maintenance shall include removal of dead flowers after a killing frost or for the removal of flowers or bulb leaves for installation of fall bulbs or spring annuals.

C. Watering

1. Plants shall be watered by the Contractor, as required, to maintain all plants in a healthy condition.
2. Water enough that moisture penetrates throughout the root zone, and only as frequently as necessary to maintain healthy growth.
3. Plants should not be watered until a moisture check has been made of representative plants in the landscape. Use a probe to extract a soil core to check moisture in the root ball as well as the soil surrounding the root ball. Apply the proper amount of water to each plant as required to achieve optimum moisture levels.

D. Weed Control

1. Weeds shall be removed by hand on a weekly basis.
2. Cultivating or hoeing of annual beds to remove weeds is prohibited.
3. String trimmer use for weed control is prohibited.

E. Clean Up

1. All beds shall be inspected weekly for litter. All trash and fallen plant matter, including leaves, is to be collected and disposed of.
2. All debris generated from maintenance operations shall be disposed of off-site at the end of each day. Disposal must be in a responsible and sustainable manner, i.e. chipping or composting.

## **PART 2 – MATERIALS**

### **2.1 ANNUAL FLOWERS**

- A. General: Plants to be installed shall be as selected and approved by the Commissioner.

1. Plants shall be nursery grown in accordance with good horticultural practices, as established by the American Nursery and Landscape Association.
2. All container sizes must meet the minimum requirements of the American Standard for Nursery Stock, ANSI Z60.1.
3. Plants shall be of true species and variety.

4. All plants shall be specimen form, exceptionally heavy, symmetrical and dense in form, so trained or favored in their development and appearance as to be unquestionably and outstandingly superior in form, number of flowers, compactness and symmetry.
5. Plants shall be sound, healthy and vigorous. They shall be free of disease, insect pests, eggs or larvae, and shall have healthy, well developed root systems. They shall be free of physical damage or adverse conditions that would prevent them from thriving.
6. The size of annual flowers shall be determined by the container size they are grown in.

## **2.2 BULBS**

A. General: Plants to be installed shall be as selected by the Commissioner.

1. Large bulbs shall include Daffodils, Tulips and similarly larger flower bulbs that when in bloom could reach a height of 12" or more. All daffodils shall be large double nosed bulbs capable of forming a minimum of 2 flowers. All tulips shall be topsize.
2. Small bulbs shall include Scilla, Crocus, Muscari and similarly smaller flower bulbs that when in bloom could reach a height of 11" or less.
3. All bulbs shall be of true species and variety.
4. Bulbs shall be free of diseases and scars which could adversely affect their flowering performance.

## **2.3 PULVERIZED TOPSOIL**

A. Topsoil: Topsoil shall be fertile, friable, sandy loam or loam, pulverized topsoil comprised of 20%-50% silt, 30%-60% sand and 5%-20% clay. The pH level shall be between 6.0 and 7.2 and the topsoil shall have an organic matter content of between 3% and 8%. Topsoil shall be free of seeds, stones, large lumps, roots, sticks, leaves and debris, and shall not be delivered while in a frozen or muddy condition.

A topsoil analysis must be submitted and approved before delivery of topsoil to the site. See Part 1.3, B of this Section for information on analysis.

Salvaged topsoil from on-site clearing or excavation may be used if it meets the topsoil requirements. Contractor shall test and provide a soil analysis report on topsoil for approval. The testing analysis and report may be waived by Commissioner, at their discretion, if existing soils appear suitable.

## **2.4 PLANTING MIX**

A. Planting Mix for New Beds: Mix for new planting beds shall be prepared outside of the plant pit and shall be thoroughly blended. Planting mix shall be as follows:

2. Coarse Sand: Sand shall be clean, coarse sand between .6 mm and 2.0 mm size, and free of sediments and debris.
3. Pine Fines: Pine fines shall be 3/8" southern pine bark fines.

1. Planting Mix for all planters, raised containers and hanging baskets shall be a peat moss based planter mix comprised of topsoil, pine fines, compost, sand and Canadian sphagnum peat moss.

1. For existing seasonal flower beds, a soil conditioner is to be tilled into the existing soil. Soil conditioner shall consist of ground southern yellow pine bark, composted rice hulls, organic compost and nutrient additives.

A. Bone Meal shall be natural, sterilized bone meal 4-15-0. Bone meal with additives is prohibited.

B. Filter Fabric: Fabric shall be 3 oz. to 4.5 oz. needle punched, nonwoven geo-textile fabric. Test fabric for adequate water permeability.

- A. Prior to laying out plants, have all utility locations marked by DIGGER or other utility locate services. Protect markings throughout plant installation.
- B. Examine site for conditions that may pose a health problem for plants, such as inadequate drainage. Notify the Commissioner of any concerns prior to installing plants.
- C. Using marking paint or flags mark the locations of all bed shapes. Obtain approval of layout by Commissioner prior to plant installation.

### **3.2 BED EXCAVATION AND PREP FOR NEW BEDS**

- A. Bed Excavation for New Plantings: New beds that will contain annuals and bulbs shall be excavated to a standard depth of 10”.
- B. Spoils removed from plant pits or excavated beds shall be removed from the site. Spoils that are considered suitable for topsoil may be used if approved by the Commissioner.
- C. Install Planting Mix for New Beds to a depth of 12”.

### **3.3 BED PREP FOR EXISTING BEDS**

- A. In spring, prior to installing annual flowers, remove tulip bulbs entirely, if present, and remove spent flower heads and cut back leaves of all other bulbs. Add a 1” depth of soil conditioner to the top of the entire bed. Till in mix thoroughly to a depth of 4”.
- B. In fall, prior to installing bulbs, remove all annual flowers and roots in their entirety. Add Bone Meal at the rate of 10 pounds per 100 square feet, and till in to a depth of 6”.

### **3.4 PLANTING**

- A. Install annual flowers and bulbs at the quantity, arrangement and spacing as directed by the Commissioner. This work shall not be done by the CLS maintenance crew.
- B. Identify the root flare of annual flowers and install at the proper depth, so that the top of the root flare is level with the adjacent grade.
- C. Pots and planters are to be planted in place.
- D. Install bulbs at the proper depth as recommended by the bulb supplier.
- E. Back fill flowers and bulbs as needed. Water thoroughly.

### **3.5 CLEAN UP AND PROTECTION**

- A. During the progress of work, the Contractor shall keep the premises broom clean at all times. They shall keep the site free from accumulation of debris and surplus materials and shall keep all driveways, parking lots and walkways clear. All rubbish and debris shall be removed from the site and legally disposed of.

- B. The Contractor shall protect all adjacent stone surface, utilities and structures from damage. All damage caused by the Contractor must be repaired to the satisfaction of the Commissioner.

### **3.6 COMPENSATION**

- 1. Compensation will be based on the unit prices plus or minus the markup/discount proposed by the Contractor on the proposal pages per bid line 3. The price includes all materials, flowers, applicable taxes, transportation/handling, overhead, warranty, insurance, etc. required for providing the plant materials as specified. Price may also include soil amendments as noted in this section.

**END OF SECTION 02910**

## **Exhibit 3: Specification Section 02230 – Removals (BID LINE ITEM 4)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Item 4 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:
  - Tree and Stump Removal.
  - Turf Removal.
  - Perennial Bed Removal.
  - Weed Removal in Gravel or Paved Areas.
- B. The Contractor must provide all labor, tools, equipment, materials and products required to complete the removals.

#### **1.3 SUBMITTALS**

- A. Plant Removal Schedule: Provide a written schedule detailing scope and extent of removals of plant material for approval by the Commissioner.
- B. Existing Conditions: Documentation of existing plant material to be removed, which establishes preconstruction conditions that might be misconstrued as damage caused by removal activities. All damage caused by removal activities shall be repaired or replaced by the Contractor at their expense.

#### **1.4 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein, as noted in the Scope of Services.
- B. Pre-removal Conference: The Contractor must meet in the field with the Commissioner to review the plants to be removed, removal procedures, and responsibilities, prior to the work.

#### **1.5 PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during plant removal operations.
- B. Utility Locator Service: Notify DIGGER to have all utilities located near the plant removal area and request that the Airport engineering department review the area for additional utilities and structures.

Notify the Commissioner of all potential conflicts and concerns of plant removals with underground and overhead utilities.

## **PART 2 – PRODUCTS**

### **2.1 EQUIPMENT**

- A. The Contractor is responsible for providing all equipment and material necessary to perform the plant removals directed by the Commissioner.

## **PART 3 – EXECUTION**

### **3.1 PREPARATION**

- A. Locate and clearly identify adjacent trees, shrubs, and other vegetation to remain.
- B. Protect existing plants, utilities, structures and site improvements to remain from damage during removal operations.
- C. If there are existing utilities that need to be disconnected during removal operations, all disconnection requests must be made by the Commissioner.

### **3.2. PLANT REMOVAL AND GRUBBING**

- A. Tree and Stump Removal:
  - 1. Trees over 6" caliper in size shall be removed by a certified arborist or under the direction of a certified arborist.
  - 2. Grind down tree stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
  - 3. All branches, leaves, roots and chippings are to be removed from the site and legally disposed of by the Contractor.
  - 4. Add topsoil to fill in any holes, in 6" lifts, compacted between lifts.
- B. Shrub Removal
  - 1. Remove all shrub branches, leaves and root stumps. Grind down larger stumps that cannot be removed to a depth of 12".
  - 2. All branches, leaves, roots and chippings are to be removed from the site and legally disposed of by the Contractor.
  - 3. Add topsoil to fill in any holes, in 6" lifts, compacted between lifts.
- C. Landscape Bed Removal
  - 1. Remove all plant vegetation and main root systems in areas designated by the Commissioner.

2. All removed plant materials are to be removed from the site and legally disposed of by the Contractor.
3. Add topsoil to fill in any holes.

D. Turf Removal

1. Excavate all turf areas to a depth of 3 inches.
2. All turf and topsoil spoils are to be removed from the site and legally disposed of by the Contractor.
3. Till existing subgrade to a depth of 4 inches.
4. Add topsoil as directed by the Commissioner to raise the grade back to its previous topsoil level.

E. Weed Removal Spraying in Gravel or Paved Areas.

1. Weed removal shall be performed to gravel or paved areas, when directed to do so by the Commissioner.
2. Removal of weeds shall be performed by application of a selective or non-selective herbicide, by a licensed applicator.
3. Herbicide shall not be applied on days where the wind speed is greater than 4 mph, within 12 hours after raining or if rain is forecast within the next 12 hours.
4. The Contractor shall submit the application schedule, the name of the herbicide used, and the rate of application to the Commissioner, prior to application.

**3.3. DISPOSAL OF WASTE MATERIALS**

- A. Remove plant material matter, soil material, and waste materials including trash and debris, and legally dispose of them off site.

**3.4 COMPENSATION**

- A. Compensation will be based on the unit prices plus or minus the markup/discount proposed by the Contractor on the proposal pages bid line 4. The price includes all labor, materials, equipment, transportation and legal off-site disposal as necessary.

**END OF SECTION 02230**

## **Exhibit 4: Specification Section 02232 – Plant Relocation (BID LINE ITEM 4)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Item 4 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:
  - 1. Tree Relocation.
  - 2. Shrub Relocation.
  - 3. Perennial Relocation.
  - 4. Perennial Division and Relocation.
- B. The Contractor must provide all labor, tools, equipment, materials and products required to complete the relocations as directed.

#### **1.3 SUBMITTALS**

- A. Material Product Data and Samples: Product data, supplier name and a sample of the following materials shall be submitted for approval. Samples for materials not required on the drawings and details, may be omitted.
  - 1. Burlap
  - 2. Shredded Hardwood Bark Mulch
  - 3. Leaf Mulch
- B. Transplanting Schedule: Provide a written schedule detailing scope and extent of transplanting of plant material for approval by the Commissioner.
- C. Existing Conditions: Documentation of existing plant material to be relocated, which establishes preconstruction conditions that might be misconstrued as damage caused by relocation activities. All damage caused by relocation activities shall be repaired or replaced by the Contractor at their expense.

#### **1.4 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein, as noted in the Scope of Services.

- B. Pre-relocation Conference: The Contractor must mark all plants to be relocated, and submit relocation procedures, and responsibilities, for approval by the Commissioner prior to the work.

### **1.5 PROJECT CONDITIONS**

- A. If plants are to be held prior to relocation, do not direct vehicle or equipment exhaust toward temporary holding areas.
- B. Prohibit heat sources, flames, ignition sources, and smoking within or near trees or plants to be relocated and piles of mulch.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Burlap: Burlap shall be 7 ounce untreated and biodegradable burlap, in sizes as required to properly wrap the ball per the guidelines of the American Nurseryman's Standards. Use only biodegradable 3 ply sisal twine for securing burlap.
- B. Shredded Hardwood Bark Mulch: Bark mulch for trees and shrubs shall be finely shredded, premium hardwood bark mulch, free of twigs, leaves or other debris. Bark mulch shall not contain any wood and shall not be artificially colored.
- C. Leaf Mulch: Leaf mulch for perennials shall be composted leaf matter that has been composted for a period of between six (6) months and one (1) year. Leaf compost may be acceptable substitute for leaf mulch at the discretion of the Commissioner.

## **PART 3 – EXECUTION**

### **3.1 EXAMINATION AND PREPARATION**

- A. Handling of Plant Material: The Contractor is responsible for handling and maintaining the plant material. If in the judgment of the Commissioner, damage has been inflicted on the branching, trunk, stems or root system of any plant by the Contractor's operations, the Contractor must replace each damaged plant with a similar plant in a manner approved by the Commissioner.
- B. No plant with unhealed wounds or abrasions, or damaged root balls, will be accepted or planted.
- C. Proper equipment for loading and unloading plant material from vehicles must be used. No plant material must be dropped from trucks or trailers.
- D. Erosion and Sedimentation Control: Examine the site to verify if temporary erosion- and sedimentation-control measures are required and report it to the Commissioner. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree relocation zones.

- E. Protect relocated plants from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

### 3.2 HOLDING AREAS

- A. All plants will be relocated on the project site.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by relocation operations, in a manner approved by Commissioner.
- C. Maintain holding area in good condition as acceptable to Commissioner and clean up area when relocation operations are complete and plants being held are transplanted.

### 3.3 TRANSPLANT OPERATIONS

- A. Plant material to be balled and burlapped, upon removal, must be watered thoroughly prior to digging to ensure moist but not wet root conditions.
- B. Prior to digging plant material, all lower branches must be tied up so as to avoid any damage during the digging operation. Clear and grub any weeds from around the plants.
- C. Root ball sizes must be as follows:

Trees:

Trunk Caliper (12" above ground)	Diameter of Ball	Depth of Ball
Over 2 ½ ", less than 3"	3'-0"	2'-6"
3" to less than 4"	3'-6"	2'-6"
4" to less than 5"	4'-0"	3'-0"
5" to less than 6"	4'-6"	3'-0"
6" to less than 7"	5'-0"	3'-0"
7" to less than 8"	5'-6"	3'-0"
8" to less than 9"	6'-0"	3'-0"
9" and larger	Proportionally as approved	

The diameter at the top of each root ball must be the diameter specified and at the bottom not less than 70% of the specified top diameter. The top and bottom surfaces must be parallel.

- D. Trees are to be balled and burlapped according to standard nursery practice while still in the planting hole. Wire baskets can be used in conjunction with the burlap to provide additional stability to the root ball.
- E. Shrubs to be relocated shall be balled and burlapped according to standard nursery practice. The root balls shall be sized according to the standards of the American Nursery and Landscape Association.
- F. Perennials and ornamental grasses shall be potted in 1 to 3 gallon containers based on plant size. Review with Commissioner prior to commencement of the work.

- G. Plants must be transported to the new location or the storage area and properly stored and maintained until re-installed. All plants awaiting transportation must be properly protected and watered.

### **3.4 TREE SPADED PLANT MATERIAL**

- A. Dig the hole for the tree with the same sized equipment as will dig the tree to be transplanted.
- B. Follow the same minimum ball sizes as noted above.
- C. Prior to digging plant material, all lower branches must be tied up so that the machine will not damage any limbs during the digging.
- D. Each tree must be marked on the north side of the trunk, and when feasible, the tree must be planted with the same orientation as it originally grew to reduce trunk damage due to sunscald.
- E. The tree trunk must be centered in the unit prior to digging.
- F. The cutting edge of the blades must be sharp and well maintained to avoid shredding and splitting the root systems.
- G. A spade extension must be used on the machine when digging a tree species with tap roots. As much as possible of the tap root must be saved.
- H. Position the trees in the hole vertically as directed by the Commissioner and remove the tree spade. The relationship to the finish grade must be the same as the former location after settlement.
- I. Immediately after the removal of the tree spade, the tree must be watered completely; all air gaps in the slurry mixture must be filled by working a spade handle or other tool around the entire perimeter of the ball.
- J. With large balls, the backfill must be carefully tamped for the first one-third to one-half of the hole depth before adding water and additional soil.
- K. If considerable backfill is required, stake and guy the tree in three or four locations to prevent ball movement.
- L. The tree must be watered via injection into the root ball until the entire ball is saturated.

### **3.5 DIVIDING PERENNIALS AND ORNAMENTAL GRASSES**

- A. Notify Commissioner each spring of perennials and ornamental grasses which require division. Commissioner shall determine which plants will be divided.
- B. Consult reputable gardening sources such as the Chicago Botanic Garden for determining the best season to divide plants. Division may only occur during the recommended season(s).

- C. Divide perennials and ornamental grasses on overcast or cloudy days. All divisions are to be relocated at time of division.
- D. Remove entire perennial or ornamental grass, keeping as much of the root structure intact as possible. With a sharp knife, sharp spade or pitch forks, cut or separate the root structure into equal halves, thirds or quarters, maintaining an equal and viable portion of foliage and roots.
- E. Replant one of the halves, thirds and quarters of the divided plant into the hole from which it was removed, if required. Relocate the plant divisions as directed by the Commissioner. Add 2" of leaf mulch and water all divided plants and maintain as new plant installations.

### **3.6 STORAGE AND MAINTENANCE**

- A. Balled and burlapped plants must be kept moist and the solidity and integrity of the root ball maintained at all times. Contractor shall check burlapped plants regularly and replace any burlap that has deteriorated. Contractor is responsible for providing water as needed.
- B. To prevent drying or freezing, plant material must be stored in a lath house or placed in a compact group with suitable mulch material placed around, between and on top of the of the balls/containers so that they are completely covered. Suitable mulch materials include shredded hardwood bark mulch, wood chips, clean sawdust, clean straw or peat. The volume of mulch must be maintained due to decay. Clear plastic wrap covering the entire sides of the root balls may be used instead of mulch, when freezing is not a concern.
- C. Root balls are to be kept thoroughly moist, but not wet, at all times. Storage areas must have good drainage. Standing water on or around the root balls or containers is not acceptable.
- D. Plants to be stored for more than one week are to have all tied up branches cut open, and spaced to allow adequate air circulation. During the growing season, plant materials should be stored in a location with adequate sunlight for continued plant health.

### **3.7 RELOCATION**

- A. All plants to be relocated will be reinstalled in the location specified and approved by the Commissioner and according to the Landscape Planting Specification Section 02900.

### **3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Remove trash and debris, and legally dispose of them off site.

### **3.9 COMPENSATION**

- A. Compensation will be based on the unit prices plus or minus the markup/discount proposed by the Contractor on the proposal pages bid line 4. The price includes all labor, materials, equipment, transportation and legal off-site disposal as necessary.

**END OF SECTION 02232**

## **Exhibit 5: Specification Section 02780 – Unit Pavers & Permeable Pavers (BID LINE ITEMS 5 THROUGH 8)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Items 5 - 8 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:
  - 1. Site Preparation/Excavation.
  - 2. Base and Sub-Base Materials.
  - 3. Bedding Course.
  - 4. Unit and Permeable Pavers.
  - 5. Jointing Materials.
  - 6. Edge restraints.
- B. For the New Unit Paver systems listed under Bid Line Item 5 – 7, include all the labor and materials, transportation and handling, equipment, tools, warranty, insurance, overhead and profit etc., all cost of excavation, base material, bedding course and pavers are included in the unit cost. For the Permeable Precast Unit Pavers under Bid Line Item 8, the labor and materials for all cost of excavation, base material, bedding course and pavers are separated into different unit costs.

#### **1.3 SUBMITTALS**

- A. Product Data: For materials other than water and aggregates.
- B. Three samples for each:
  - 1. Aggregate Base Course(s)
  - 2. Bedding Course
  - 3. Unit Pavers or Permeable Pavers
  - 4. Jointing Materials
  - 5. Edge Restraints
- C. Mockups: Build mockups for each form and pattern of paver, 4' x 4' square, or larger if necessary to show full color range and pattern, for approval by Commissioner.

Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### **1.4 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein, as noted in the Scope of Services.

#### **1.5 SOIL BORINGS**

- A. A soil boring test report is required to determine depth of aggregate bases required for Permeable Paver installations. Soil boring tests shall be completed by the CDA, and made available to the paver system manufacturer, to determine the depth of base materials and intermediate materials required.

#### **1.6 PROJECT CONDITIONS**

- A. Cold-Weather Protection: Do not use frozen materials or build on frozen subgrade or setting beds.

#### **1.7 ACCEPTANCE AND WARRANTY**

- A. Acceptance: The Contractor shall submit a written request for inspection for Acceptance to the Commissioner. The request shall be submitted at least ten (10) days of the anticipated review. Upon inspection, the Commissioner shall prepare a punch list of outstanding or unacceptable items. After the items have been satisfactorily completed, Acceptance will be granted.
- B. Warranty: All work under this section shall be guaranteed by the Contractor to be free from defects in workmanship and materials, and the Contractor shall replace or repair any of the said defective work or material upon written notice from the Commissioner. A said guarantee shall be for a period of one year from the date of Acceptance of the completed work by the Commissioner.

### **PART 2 – PRODUCTS**

#### **2.1 BRICK PAVERS**

- A. Brick Pavers: Pavers shall be as selected by the Commissioner from standard pavers manufactured by Whitacre Greer.
  - 1. Thickness: As selected by the Commissioner.
  - 2. Face Size: As selected by the Commissioner.
  - 3. Color: As selected by the Commissioner from manufacturer's full range.
- B. Temporary Protective Coating: Precoat exposed surfaces of brick pavers with a temporary protective coating that is compatible with brick, mortar, and grout products.

## **2.2 PRECAST CONCRETE PAVERS**

- A. Concrete Pavers: Pavers shall be as selected by the Commissioner from standard pavers manufactured by Unilock or by Wausau Tile.
  - 1. Solid paving units complying with ASTM C 936 and resistant to freezing and thawing when tested according to ASTM C 67, made from normal-weight aggregates.
  - 2. Thickness: As selected by the Commissioner.
  - 3. Face Size and Shape: As selected by the Commissioner.
  - 4. Color: As selected by the Commissioner from manufacturer's standard colors.

## **2.3 PERMEABLE PAVERS**

- A. Permeable Pavers: Pavers shall be as selected by the Commissioner from the following styles.
  - 1. Unilock Eco Optiloc, 8 cm, stock color
  - 2. Unilock Eco Priora, 8 cm, stock color
  - 3. Unilock Uni Eco Stone, 8 cm, stock color
  - 4. Paveloc Aqua Brick, 8 cm, stock color
  - 5. Paveloc Aqua Brickloc, 8 cm, stock color
  - 6. Paveloc Egra Stone, 8 cm, stock color
  - 7. Pavestone Infiltra Stone, 8 cm, stock color
  - 8. Pavestone Eco Priora, 8 cm, stock color

## **2.4 MATERIALS**

- A. Edge Restraints: Triangular PVC extrusions; rigid type for straight edges and flexible type for curved edges, with pipe connectors and steel spikes.  
Manufacturer: Subject to compliance with requirements and approval by the Commissioner, provide products by one of the following:
  - 1. PAVE TECH Inc.
  - 2. BRICKSTOP Corporation.
  - 3. Dimex Corporation.
  - 4. Oly-Ola Edgings, Inc.
- B. Aggregate Base: Base material(s) including CA-16, CA-7, CA-6 and CA-1 shall be as recommended by the paver manufacturer. Depth of Aggregate Base for Unit Pavers shall be 6". Depths of Aggregate Bases for Permeable Pavers to be as recommended by the paver manufacturer, based on soil borings test.
- C. Bedding Course: Bedding course for Unit Pavers shall be sand as recommended by the paver manufacturer. Bedding course of Permeable Pavers shall be CA-16. Depths of bedding course shall be as recommended by paver manufacturer.
- D. Jointing Material: For Unit Pavers, jointing sand shall be non-polymeric jointing sand as recommended by the manufacturer. For Permeable Pavers, jointing material shall be granite chips, 2 to 5 mm stone size, as recommended by the manufacturer. Jointing material color to be selected by the Commissioner.

## 2.5 SOURCE QUALITY CONTROL

### A. Brick Pavers:

#### 1. Physical Requirements:

- a. Compressive Strength - At the time of delivery to the work site, the average compressive strength shall be not less than 8,500 p.s.i. with no individual unit less than 7,500 p.s.i.
- b. Absorption - The average absorption shall not be greater than 5% with no individual unit greater than 7%.
- c. Pavers shall be rated as "not effloresced" when tested according to ASTM C 67.
- d. Resistance to Freeze and Thawing - The manufacturer shall satisfy the purchaser either by proven field performance or a laboratory freezing and thawing test that the paving units have adequate resistance to freezing and thawing.
- e. Durability - When tested in accordance with ASTM C67-73 Section 8, specimens shall have no breakage and not greater than 1.0% loss in dry weight of any individual unit when subjected to 50 cycles of freezing and thawing. This test shall be conducted not more than 12 months to delivery of units.
- f. Physical Size - The pavers shall be manufactured on a single layer, palletized machine to tighten dimensional control and deformations.

#### 2. Permissible Variations in Dimensions:

- a. Length or width of units shall not differ by more than  $\pm 1/16$  of an inch ( $\pm 1.6$  mm) from approved samples. Heights of units shall not differ by more than  $\pm 1/16$  in. ( $\pm 1.6$  mm) from specified standard dimension.
- b. Dimension tolerance – All units shall be manufactured on a single layer palletized machine as to tighten dimensional tolerance control and deformations.

#### 3. Visual Inspection:

- a. All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Single layer palletized machine method of manufacture will reduce allowable tolerance of deformation to less than 3% per bundle of pavers and decrease the rate of rejection.
- b. Viewing of Samples - The Commissioner shall be accorded proper facilities to inspect the units at the place of manufacture, or on-site at the Contractor's risk, from the lots ready for delivery if requested. Sample and test units must comply in accordance with method C140 except as required in 3.3 and 3.4.
- c. Rejection - in case the shipment fails to conform to the specified requirements; the manufacturer may sort it, and new specimens shall be selected by the Commissioner from the retained lot and viewed at the expense of the manufacturer. In case the second set of specimens fail to conform to the visual requirements, the entire lot shall be rejected.

### B. Precast Concrete Pavers and Permeable Pavers:

#### 1. Physical Requirements:

- a. Compressive Strength - At the time of delivery to the work site, the average compressive strength shall be not less than 6,000 p.s.i. with no individual unit less than 5,000 p.s.i.
  - b. Absorption - The average absorption shall not be greater than 5% in accordance with ASTM C 140.
  - c. Resistance to Freeze and Thawing - The manufacturer shall satisfy the purchaser either by proven field performance or a laboratory freezing and thawing test that the paving units have adequate resistance to freezing and thawing in accordance with ASTM C 67.
  - d. Durability - When tested in accordance with ASTM C67, specimens shall have no breakage and not greater than 1.0% loss in dry weight of any individual unit when subjected to 50 cycles of freezing and thawing. This test shall be conducted not more than 12 months to delivery of units.
  - e. Physical Size - The pavers shall be manufactured on a single layer, palletized machine to tighten dimensional control and deformations.
2. Permissible Variations in Dimensions:
- a. Length or width of units shall not differ by more than  $\pm 1/16$  of an inch ( $\pm 1.6$  mm) from approved samples. Heights of units shall not differ by more than  $\pm 1/16$  in. ( $\pm 1.6$  mm) from specified standard dimension.
  - b. Dimension tolerance – All units shall be manufactured on a single layer palletized machine as to tighten dimensional tolerance control and deformations.
3. Visual Inspection:
- a. All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Single layer palletized machine method of manufacture will reduce allowable tolerance of deformation to less than 3% per bundle of pavers and decrease the rate of rejection.
  - b. Viewing of Samples - The Commissioner shall be accorded proper facilities to inspect the units at the place of manufacture, or on-site at the Contractor's risk, from the lots ready for delivery if requested. Sample and test units must comply in accordance with method C140 except as required in 3.3 and 3.4.
  - c. Rejection - in case the shipment fails to conform to the specified requirements; the manufacturer may sort it, and new specimens shall be selected by the Commissioner from the retained lot and viewed at the expense of the manufacturer. In case the second set of specimens fails to conform to the visual requirements, the entire lot shall be rejected.

## **PART 3 – EXECUTION**

### **3.1 GENERAL INSTALLATION**

- A. Layout and mark new paver areas for approval by Commissioner before starting the work.
- B. Excavate existing grade to proper depth to accommodate base materials and pavers. Compact soil subgrade uniformly to at least 95 percent of ASTM D 698 laboratory density or as recommended by paver manufacturer.

- C. Place aggregate base course(s) and compact by tamping with plate vibrator. The finished aggregate base course shall be installed at a compacted depth as recommended by the paver manufacturer, and inspected and approved by the Commissioner.
- D. Place bedding leveling course and screed to the thickness recommended by the paver manufacturer, when the paving units have been placed and vibrated, taking care that moisture content remains constant and density is loose and constant until paver units are set and compacted.
- E. Unit Pavers shall be laid on the uncompacted, screeded sand bed and placed in such a manner that the approved pattern is maintained and to achieve gaps nominally 1/8 of an inch (3 mm) wide between adjacent units such that all joints are correctly aligned and being careful not to disturb leveling base. If paver units have spacer bars, place pavers hand tight against spacer bars.
- F. Permeable Pavers shall be laid on the bedding course and placed in such a manner that the approved pattern is maintained, with gaps as specified by the manufacturer.
- G. Mix paving units from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- H. All paving units shall be installed in accordance with the manufacturer's recommendations.
- I. In each row, all full units shall be laid first, end units shall be cut and fitted subsequently. Such cut units shall not affect the structural integrity and appearance of the pavement. Low amplitude, mechanical vibrating flat plate compactor.

For concrete pavers, a concrete wet saw may be used so as to provide an acceptable edge. Edge to be approved prior to commencement of work.

- J. Any units which are structurally damaged during compaction shall be immediately removed and replaced.
- K. Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush (lippage) or 1/8 inch in 24 inches and 1/4 inch in 10 feet from level, or indicated slope, for finished surface of paving.
- L. Provide edge restraints as selected and approved by the Commissioner. Install edge restraints after placing paving units.
- M. All surface and pavement structures shall be true to the lines and levels, grades, thickness and cross sections. The pavement surface shall not deviate by more than 1/4 of an inch from a 10' straight edge laid in any direction.
- N. After laying the paving units, they shall be compacted to achieve consolidation of the sand bedding and brought to design levels and profiles by not less than three passes of a high-frequency, low amplitude, mechanical vibrating flat plate capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz.
- O. Spread dry jointing sand and fill joints immediately after vibrating unit pavers into leveling course. Excess sand shall be compacted by not less than two passes of the vibrating plate compactor, then remove excess sand. A slight surplus of sand on the surface can be hand swept for joint filling.

- P. Granite chips shall be used for permeable pavers in a similar manner as the sand noted in Item O.

### **3.2 CLEANING**

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris and equipment. Repair damage resulting from paver installation.

### **3.3 COMPENSATION**

- A. Compensation for the New Unit Paver systems listed under Bid Line Items 5 - 7 will be based on the list prices in the noted catalogs plus or minus the markup/discount proposed by the Contractor on the proposal pages. Only the cost of the pavers will be compensated based on the above. Excavation, base material, bedding course, installation, labor etc. is considered incidental to the line items and will not be compensated separately. Compensation for the Permeable Precast Unit Pavers under Bid Line Item 8 will utilize the various components listed on the Bid Line Pricing Worksheet plus or minus the markup/discount proposed by the Contractor on the proposal page bid line 8 in order to complete installation. Labor is included within the unit prices covered under bid line 8.

**END OF SECTION 02780**

## **Exhibit 6: Specification Section 02785 – Landscape Materials (BID LINE ITEM 9)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. The work consists of all labor, materials and equipment necessary and required to complete landscape materials installation herein described, as directed by the Commissioner.
- B. Section includes descriptions of services and responsibilities listed under Bid Line Item 9 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:
  - 1. Installation of drainage pipe with gravel.
  - 2. Installation of decorative gravel and/or cobblestone.
  - 3. Installation of aluminum edging.

#### **1.3 SUBMITTALS**

- A. Product Data: For materials to be installed.
- B. Three samples for each:
  - 1. Decorative Gravel and/or Cobblestone
  - 2. Filter Fabric
  - 3. Drainage Pipe
  - 4. Drainage Gravel
  - 5. Aluminum Edging

#### **1.4 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein.

#### **1.5 PROJECT CONDITIONS**

- A. Cold-Weather Protection: Do not use frozen materials or build on frozen subgrade or setting materials.

## **1.6 ACCEPTANCE AND WARRANTY**

- A. Acceptance: The Contractor shall submit a written request for inspection for Acceptance to the Commissioner. The request shall be submitted at least ten (10) days of the anticipated review. Upon inspection, the Commissioner shall prepare a punch list of outstanding or unacceptable items. After the items have been satisfactorily completed, Acceptance will be granted.
- B. Warranty: All work under this section shall be guaranteed by the Contractor to be free from defects in workmanship and materials, and shall replace or repair any of the said defective work or material upon written notice from the Commissioner. A said guarantee shall be for a period of one year from the date of Acceptance of the completed work by the Commissioner.

## **PART 2 – PRODUCTS**

### **2.1 DRAINAGE PIPE AND ACCESSORIES**

- A. Drain Pipe: 4" diameter ADS corrugated, perforated plastic drain pipe with appropriate fittings such as solid end caps, T's, elbows, slotted end caps and connectors.
- B. Drainage Gravel: Washed river run gravel, ¾" to 1 ½" diameter stones. Gravel shall be free of fines, dirt and sediments.
- C. Filter Fabric: Non-woven, needle punched fabric, 3 to 4.5 oz. Check fabric for adequate water permeability.

### **2.2 DECORATIVE GRAVEL, COBBLESTONE AND ACCESSORIES**

- A. Decorative Gravel: Gravel shall be as selected by the Commissioner from the following list. All gravels are to be installed at 4" depth over filter fabric. Cobblestones are to be set at 4" to 8" depth.
  - 1. Granite Gravel: angular stones, ¾" to 2" diameter, in red-gray blend
  - 2. Beige River Run Stone: rounded stones, 1" to 3" diameter, in beige color blend.
  - 3. Gray River Run Stone: rounded stones, 1" to 3" diameter, in gray color blend.
  - 4. Pea Gravel: rounded stones.
  - 5. Cobblestone: rounded stones, 3" to 6" diameter, in beige color blend, including limestone screenings.
  - 6. Trap Rock Gravel: angular stones.
  - 7. Rotten Granite Gravel: angular stones.
  - 8. Limestone Screenings, ¼", natural screenings free of clay, silt or other objectionable material. This stone shall NOT be for the installation of new cobblestones but repairs of existing paving materials
- B. Filter Fabric: Non-woven, needle punched fabric, 3 to 4.5 oz. Check fabric for adequate water permeability.

- C. Aluminum Edging: Straight, 1/8-inch- thick by 4-inch- high extruded-aluminum edging with loops pressed from face to receive stakes at 12 inches o.c., and aluminum stakes 12 inches long for each loop. Edging color shall be black.

## **PART 3 - EXECUTION**

### **3.1 DRAINAGE PIPE INSTALLATION**

- A. Notify DIGGER to have all utilities located near the drain pipe installation area and request that the Airport engineering department review the area for additional utilities and structures. Notify the Commissioner of all potential conflicts and concerns of drain pipes with underground utilities.
- B. Excavate trench for drainage pipe in locations and length as directed by the Commissioner. Trench shall be 18" to 24" deep and 12" wide, and pitched to flow as directed by the Commissioner.
- C. Place filter fabric in bottom and up the sides of the trench, taping or overlapping all seams.
- D. Install 4 inches of drainage gravel atop the filter fabric in the bottom of the trench. Place drain pipe in middle of trench and add 4 more inches of drainage gravel on each side of pipe. After pipe is secure in place, add 4 inch high layer of drainage gravel across the top of the pipe that is 12 inches wide. The drainage gravel with pipe encased shall be 12 inches tall and 12 inches wide.
- E. Wrap filter fabric over top of gravel and tape or overlap seams by 6 inches.
- F. Backfill excavated topsoil atop filter fabric. Remove excess spoils from site.

### **3.2 DECORATIVE GRAVEL AND COBBLESTONE INSTALLATION**

- A. Excavate existing grade to proper depth to accommodate gravel, as directed by the Commissioner. Compact soil subgrade uniformly to at least 90 percent of ASTM D 698 laboratory density.
- B. Place filter fabric under all areas receiving decorative gravel and/or cobblestone. Overlap ends of fabric by a minimum of 6 inches.
- C. Install aluminum edging around all soft edges of areas receiving gravel or cobblestone. Edging is not required along hard edges such as buildings or paving. Install edging to proper depth so that the top of the edging is flush with finished grade. Stake edging as recommended by manufacturer.
- D. Install decorative gravel evenly in 2 inch lifts, lightly compacting each lift with a vibrating compactor.
- E. Install cobblestone in two levels by hand, using limestone screenings or similar screenings, to provide a stabilized base 1" – 2" depth. The top of the upper cobblestone are to be placed so that the flattest side of the stone is level with the finished grade, providing a

surface as flat as possible. Add limestone screenings to fill in around cobbles and stabilize stones.

**3.3 CLEANING**

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris and equipment. Repair damage resulting from paver installation.

**3.4 COMPENSATION**

- A. Compensation will be based on the unit prices plus or minus the markup/discount proposed by the Contractor on the proposal pages bid line 9. The price includes all labor, materials, equipment and transportation.

**END OF SECTION 02785**

## **Exhibit 7: Specification Section 02810 – Irrigation (BID LINE ITEMS 10 THROUGH 18)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Items 10 - 18 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:
  - 1. Piping.
  - 2. Manual valves.
  - 3. Automatic control valves.
  - 4. Automatic drain valves.
  - 5. Backflow Preventer
  - 6. Sprinklers.
  - 7. Drip lines.
  - 8. Emitters.
  - 9. Fittings.
  - 10. Quick couplers.
  - 11. Controllers.
  - 12. Rain Sensor.
  - 13. Boxes for automatic control valves.
  - 14. Booster pump

#### **1.3 PERFORMANCE REQUIREMENTS**

- A. The work shall include new automatic, timer-activated, irrigation system for all areas as directed by the Commissioner or replacement of portions of the existing irrigation system as directed by the Commissioner.
- B. Lawn grass and planting beds shall be on separate zones. Rotary heads and pop-up heads, drip lines and emitters shall be used as appropriate for the size and shape of the area to be irrigated, with 100% coverage. There should be no overspray on roads, buildings, and sidewalks.
- C. Quick couplers shall be provided at each valve box and at every 100' along the main line.
- D. Locate part-circle sprinklers to maintain a minimum distance of 4 inches from walls and 2 inches from other boundaries unless otherwise indicated.

- E. All equipment should be Rainbird, Toro, Nelson, Hunter, or approved by the Commissioner.
- F. An automatic rain shut-off shall be provided, if required.
- G. The Contractor shall design the irrigation system using a qualified engineer, based on the performance requirements and design criteria provided by the Commissioner.
- H. The system shall be connected to a building water source, or the existing system as directed by the Commissioner.
- I. A booster pump will be provided as required to attain the appropriate pressure for the system.

#### **1.4 SUBMITTALS**

- A. The Contractor shall submit Shop Drawings for the irrigation system for approval by the Commissioner, a minimum of 30-days prior to starting the work. The Shop Drawings must include the location of the water connection, backflow preventer, sleeving, controller, location, size and type of all piping, valves, heads, drip lines, emitters and rain sensor or any replacement work.
- B. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, electrical characteristics, furnished specialties, accessories, and installation instructions for each system component.
- C. Wiring Diagrams: For power, signal, and control wiring.
- D. Zoning Chart: Show each irrigation zone and its control valve.
- E. Upon system Acceptance, submit written operating and maintenance instructions for irrigation system to the Commissioner. Manual to provide information for activation/deactivation and drainage of the system (Installing Contractor shall be responsible for first deactivation and following activation in the spring).
- F. Record Drawings: The Contractor shall maintain one record set of prints on the sprinkler system in good condition at the site and mark on them the exact "Record". The Contractor shall make a daily record of all work installed during each day. Drawings shall indicate the exact location of valves, wire locations, head layout, automatic valves, quick couplers, all irrigation and drainage piping, etc. Locations should be shown by measurements from easily identified permanent features, such as buildings, curbs, fences, walks, etc. Drawings shall show approved substitutions, if any, of material including Manufacturer's name and catalogue number.

At the time of the irrigation inspection, the Contractor shall provide a preliminary set of "Record" drawings to the Commissioner, and a final set at the Acceptance of the system.

#### **1.5 QUALITY ASSURANCE**

- A. The work is to be performed by the Irrigation Sub-Contractor who has been approved as part of the Bidders team. The system maintenance and new/replacement work will be done by the same Contractor.
- B. Field Supervision: The Irrigation Sub-Contractor shall maintain an experienced full-time supervisor on site when installation is in progress.
- C. The installer shall coordinate with the Commissioner the irrigation system layout and installation work with any work to be performed by other contractors and other trades to avoid interferences and to ensure proper coverage of irrigated areas.
- D. Materials, equipment and methods of installation shall comply with the following codes and standards:
  - 1. National Fire Protection Association (NFPA)
  - 2. National Electrical Code
  - 3. American Society for Testing and Materials (ASTM)
  - 4. National Sanitation Foundation (NSF)
  - 5. The Irrigation Association (IA)
  - 6. Local Municipal Electrical Code

#### **1.6 DELIVERY, STORAGE AND HANDLING**

- A. Deliver plastic piping in bundles, packaged to provide adequate protection of pipe ends, both threaded or plain.
- B. Store and handle materials to prevent damage and deterioration.

#### **1.7 PROJECT CONDITIONS**

- A. Promptly repair damage to adjacent facilities caused by irrigation system work.
- B. Promptly notify Commissioner of any unexpected surface or subsurface conditions.
- C. New irrigation system work and replacement work on the approved Shop Drawings is diagrammatic. Exact locations of piping, sprinkler heads, valves, emitters and other components shall be established by Contractor in the field at time of installation. The Commissioner should be notified of any significant changes, from the approved shop drawings, made during the construction process.
  - 1. Minor adjustments in system layout will be permitted to clear existing fixed obstructions. Final system layout shall be acceptable to the Commissioner.
  - 2. The irrigation system shall provide a uniform water precipitation rate and in no case shall the spacing between sprinklers exceed 50 percent of the sprinkler coverage diameter.
  - 3. Sleeves shall be installed for all irrigation lines and control wires passing beneath paved areas or through walls. Coordinate installation with the Commissioner, prior to the start of the work.
- D. Interruption of Existing Water Service: Do not interrupt water service to any existing facilities unless permitted under the following conditions and then only after arranging to

provide temporary water service according to requirements indicated by the Commissioner:

1. Notify the Commissioner no fewer than five days in advance of proposed interruption of water service.
2. Do not proceed with interruption of water service without the Commissioner's written permission.

## **1.8 GUARANTEE**

### **A. Contractor Guarantee:**

1. All new and replacement work shall be guaranteed by the Contractor as to material and workmanship, including settling of backfilled areas below grade for a period of one year following the date of Acceptance of the work.
2. The system shall be inspected by the Commissioner at the Contractor's request for conformance to the approved Shop Drawings and proper coverage of all lawn and plant materials. A punchlist shall be prepared by the Commissioner. Acceptance will be given at the completion of the punchlist items.
3. If within one year of Acceptance, settlement occurs in pipes, valves and sprinkler heads, sod or paving, the Contractor, as part of the work under the Contract, shall make all adjustments without extra cost to the Commissioner including the completed restoration of all damaged planting, paving or other improvements of any kind.
4. Should any operational difficulties in connection with the sprinkler system develop within the specified guarantee period, which, in the opinion of the Commissioner, may be due to inferior material and/or workmanship, said difficulties shall be immediately corrected by the Contractor to the satisfaction of the Commissioner at no additional cost to the Commissioner including any and all other damage caused by such defects.
5. The blowing out of the system in the fall and start-up in the spring shall be done as part of the maintenance work.

## **PART 2 – PRODUCTS**

### **2.1 GENERAL**

- A. Provide only new materials, without flaws or defects and of the highest quality of the specified class and kind.
- B. Comply with information indicated on approved Shop Drawings. No substitution of materials will be permitted. Remove damaged and defective parts.
- C. Provide pipe continuously and permanently marked with manufacturer's name or trademark, size schedule and type of pipe, working pressure at 73 degrees F and National Sanitation Foundation (NSF) approval.
- D. Install components having pressure rating equal to or greater than system operating pressure.

## **2.2 PIPING SCHEDULE**

- A. Underground irrigation main piping, 4 inches and smaller, shall be one of the following:
  - 1. Schedule 40, PVC pipe and socket fittings, and solvent-cemented joints.
  - 2. Schedule 40, PVC pipe; Schedule 80, threaded PVC fittings; and threaded joints.
  - 3. SDR 21, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- B. Circuit piping, 2 inches and smaller, shall be one of the following:

Schedule 40, or SDR 21 PVC pipe and socket fittings; and solvent-cemented joints.
- C. Underground Branches and Offsets at Sprinklers and Devices: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.

Option: Plastic swing-joint assemblies, with offsets for flexible joints, manufactured for this application.
- D. Risers to Aboveground Sprinklers and Specialties: Schedule 80, PVC pipe and socket fittings; and solvent-cemented joints.
- E. Drain piping shall be one of the following:
  - 1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
  - 2. SDR 21, 26, or 32.5, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.

## **2.3 PIPE FITTINGS AND CONNECTIONS**

- A. Connection to existing system, watermain or pipe inside of building as indicated on the approved Shop Drawing: Copper tubing, Type L, or complying with local codes and standards.
- B. Plastic fittings shall be molded fittings manufactured of the same material as pipe. They shall be suitable for solvent weld, slip joint ring tight seal or screwed connections. Only Schedule 80 pipe may be threaded.

## **2.4 PIPING JOINING MATERIALS**

- A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch thick unless otherwise indicated; full-face or ring type unless otherwise indicated.
- B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- C. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

- E. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
- F. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

## 2.5 CONTROLLERS

- A. Subject to compliance with approved Shop Drawings, provide product indicated or comparable product as approved by Commissioner.
- B. The irrigation system controller shall be a solid-state type, capable of fully automatic or manual operation of the system. It shall be located in the building or housed in an exterior lockable enclosure as indicated on the approved Shop Drawing. The controller shall have a reset circuit breaker to protect it from power overload.
- C. Interior Controller: NEMA 250, Type 12, drip proof, with locking cover and two matching keys.
  - 1. Body Material: Enameled-steel sheet metal, stainless-steel sheet metal, or molded plastic as per the approved Shop Drawings.
  - 2. Mounting: Freestanding type for concrete base or surface type for wall as per the approved Shop Drawings.
- D. Exterior Controller with Enclosures: NEMA 250, Type 4, weatherproof, with locking cover and two matching keys; include provision for grounding.
  - 1. Body Material: Enameled-steel sheet metal, stainless-steel sheet metal, or molded plastic as per the approved Shop Drawings.
  - 2. Mounting: Freestanding type for concrete base or Surface type for wall.
  - 3. Wiring for External Enclosure: UL 493, Type UF multi-conductor, with solid-copper conductors; insulated cable; suitable for direct burial.
  - 4. Feeder-Circuit Cables: No. 12 AWG minimum, between building and controllers.
  - 5. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between controllers and automatic control valves; color-coded different from feeder-circuit-cable jacket color; with jackets of different colors for multiple-cable installation in same trench.
  - 6. Splicing Materials: Manufacturer's packaged kit consisting of insulating, spring-type connector or crimped joint and epoxy resin moisture seal; suitable for direct burial.
  - 7. Concrete Base for External Enclosure: Reinforced precast concrete or poured concrete not less than 4 inches thick, and 6 inches greater in each direction than overall dimensions of controller enclosure. Include opening for wiring.
- E. The controller shall have the number of stations for the valves plus a minimum of 10 additional stations. Each station shall have the capability of being programmed to operate 1 to 99 minutes in 1 minute increments. The controller shall have 14-day programming for flexibility in programming day starts. During operation the controller shall provide a monitoring readout indicating station in operation and time remaining.
- F. The controller shall be capable of being operated manually at any time. A manual "single station" operation for programmed time or new time shall be possible without affecting the original program.

- G. The controller shall be capable of activating remote booster pump start relay to run booster pump during irrigation cycle.
- H. Rain Sensor: Adjustable from one to seven days, to shut off water flow during rain.
- I. Central Control System Option: Coordination of the controller with a computerized system and ET Manager connected to a weather station for water conservation and connected to the irrigation system to pinpoint breaks in the system and to analyze water usage, shall be installed if indicated on the approved shop drawings.

## **2.6 VALVES**

- A. Manual Valves for use with PVC pipe shall be all brass threaded globe valves with synthetic rubber discs and pronged type handle.
- B. Electric valves shall be pressure regulating, brass or bronze, operated by low voltage electric. Valves shall have a manual adjusting stem to control flow from full open to shut off positions. Closing time will not be less than 4 seconds. The solenoid shall be epoxy encapsulated for waterproofing.
- C. Quick coupling valve shall be a one-piece brass, 1", single slot valve with yellow vinyl cover or approved equal, equipped with hose swivel. Valve to be 5-3/8" high by 3-5/8" wide. Install quick coupling valves as indicated on the approved Shop Drawings.

## **2.7 VALVE BOX**

- A. Thermoplastic valve box; size as required for access to valve with matching green thermoplastic cover as supplied by manufacturer.

## **2.8 ELECTRICAL CONTROL WIRE**

- A. Electrical Control and Ground Wire: Type UF 600 volt AWG control cable #16 or larger, UL approved for direct burial.
- B. Wire color code: Provide control or "hot" wires either black or red in color. Provide common or "ground" wires white in color.

## **2.9 AUTOMATIC DRAIN VALVES**

- A. Description: Spring-loaded-ball type of corrosion-resistant construction and designed to open for drainage if line pressure drops below 2-1/2 to 3 psig.

## **2.10 SPRINKLERS**

- A. General Requirements: Designed for uniform coverage over entire spray area indicated on the approved Shop Drawings.

- B. Pop-up sprinkler shall have the watering characteristics with adjustable arc and distance of coverage. A regulating device in each spray head shall permit the spray pattern to be regulated from ground level. All internal working parts shall be removable without unscrewing entire head from riser pipe. Pop-up heights shall be no less than 3 inches or as required by the type of planting in the bed. The sprinkler shall have a stainless steel retract spring for positive closure. High efficiency nozzles, in-stem pressure regulators and check valve devices may be considered for water conservation
- C. Plastic, Pop-up, Gear-Drive Rotary Sprinklers
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product as approved by the Commissioner.
  - 2. Description:
    - a. Body Material: ABS.
    - b. Nozzle: ABS.
    - c. Retraction Spring: Stainless steel.
    - d. Internal Parts: Corrosion resistant.
- D. Plastic, Pop-up Spray Sprinklers
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product or comparable product as approved by Commissioner:
  - 2. Description
    - a. Body Material and Flange: ABS.
    - b. Pattern: Fixed, with flow adjustment.
    - c. 12" for plantings, 4" for turf

## **2.11 DRIP IRRIGATION**

- A. Pressure Compensating In-line Emitter Tubing
  - 1. Tubing: Flexible PE with plugged end.
  - 2. Emitters: Devices to deliver water at a minimum 20 psig and a maximum 50 psig.
  - 3. Body Material: PE or vinyl, with flow control.
  - 4. Mounting: Inserted into tubing at set intervals by manufacturer.
  - 5. Capacities and Characteristics
    - a. Tubing Size: .25 inches to .63 inches.
    - b. Emitter Spacing: 12 inches or as indicated on approved Shop Drawings.
    - c. Emitter Flow: From 1/2 gph to 1 gph as indicated on approved Shop Drawings.
- B. Drip Tubes with Remote Discharge
  - 1. Tubing: Flexible PE with plugged end.
  - 2. Emitters: Devices to deliver water at a minimum 20 psig and a maximum 50 psig.
  - 3. Body Material: PE or vinyl, with flow control.
  - 4. Mounting: Inserted into tubing at set intervals, manually by Contractor.
  - 5. Capacities and Characteristics

- a. Tubing Size: .25 inches to .63 inches.
  - b. Emitter Spacing: 12 inches or as indicated on approved Shop Drawings.
  - c. Emitter Flow: From 1/2 gph to 1 gph as indicated on approved Shop Drawings.
  - d. Branch Tubing Size: NPS 1/4 with button-type outlet.
  - e. Branch Tubing Length: As indicated on approved Shop Drawings.
- C. Tie-Down Stakes: Galvanized metal stakes.
- D. Off-Ground Supports: Plastic stakes.
- E. Pressure Regulators: Plastic housing, 3/4" to 1", with corrosion-resistant internal parts; capable of controlling outlet pressure between 20 psig and 50 psig. It shall include a filter and be self-cleaning.
- F. Filter Units: Plastic housing, with corrosion-resistant internal parts; of size and capacity required for devices downstream from unit.
- G. Air Relief Valves: Plastic housing, with corrosion-resistant internal parts.
- H. Vacuum Relief Valves: Plastic housing, with corrosion-resistant internal parts.

## **2.12 BOXES FOR AUTOMATIC CONTROL VALVES**

- A. Plastic Boxes
  - 1. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.
  - 2. Color: Color of valve box to be as approved on approved Shop Drawings.
  - 3. Size: As required for valves and service.
  - 4. Shape: Round, Square or Rectangular.
  - 5. Lettering: Identification as required per local municipality.
- B. Drainage Backfill: Cleaned gravel or crushed stone, graded from 1/2 inch minimum to 1 inch maximum.

## **2.13 FILL**

- A. Drainage fill: 1/2" to 3/4" washed gravel.
- B. Fill: Clean soil free of stones larger than 2" diameter, foreign matter, organic material and debris.

Suitable excavated materials removed to accommodate the irrigation system work may be used as fill material subject to the Commissioner's review and Acceptance.

# **PART 3 – EXECUTION**

## **3.1 PREPARATION**

- A. Examine final grades and installation conditions. Do not start irrigation system work until elevations are set and coordination is done for sleeving in wall installations.
- B. Layout and stake the location of each pipe run and all sprinkler heads and sprinkler valves, for new and replacement work, for approval by Commissioner prior to starting the work.

### **3.2 EARTHWORK**

- A. Excavating and Backfilling
  - 1. All excavation shall be considered unclassified excavation and include all material encountered.
  - 2. Excavate trenches of sufficient depth and width to permit proper handling and installation of pipe and fittings.
  - 3. Excavate to depths required to provide 2" depth of earth fill or sand bedding for piping when rock or other unsuitable bearing material is encountered.
  - 4. Fill to match adjacent grade elevations with approved earth fill material. Place and compact fill layers not greater than 8" depth.
  - 5. Provide approved earth fill or sand to a point 4" above the top of pipe.
  - 6. Fill to within 6" of final grade with approved excavated or borrow materials free of lumps or rocks larger than 3" in any dimension.
  - 7. Provide clean topsoil fill free of rocks and debris for top 6" of fill.
  - 8. Install irrigation lines with a minimum cover of 15" based on finished grades for piping 1-1/2" and smaller, and 18" cover for larger piping.
  - 9. Excavate trenches and install piping and fill during the same working day. Do not leave open trenches or partially filled trenches open overnight.

### **3.3 PIPING INSTALLATION**

- A. PVC Pipe
  - 1. Install PVC pipe in accordance with manufacturer's installation and ASTM D2774 instructions. Provide for thermal expansion and contraction.
  - 2. Saw cut PVC pipe. Use a square-in-sawing vice, to ensure a square cut. Remove burrs and shavings at cut ends prior to installation.
  - 3. Make PVC-to-PVC joints with solvent weld joints or slip seal joints. Use only solvent recommended by the pipe manufacturer. Install PVC pipe fittings in accordance with pipe manufacturer's instructions. Contractor shall make arrangements with pipe manufacturer for all necessary field assistance.
  - 4. Make PVC to metal joints with PVC male adapters.
  - 5. Make solvent weld joints in accordance with manufacturer's recommendations.
  - 6. Allow joints to set at least 24 hours before pressure is applied to the system.
  - 7. Minimum pitch of piping to drains shall be 3" in each 100 feet. Minimum horizontal clearance between lines in the same trench shall be 4".
  - 8. Maintain pipe interiors free of dirt and debris. Close open ends of pipe by acceptable methods when pipe installation is not in progress.
  - 9. Install groups of pipes parallel to each other, spaced to permit valve servicing.
- B. Lay piping on solid subbase, uniformly sloped without humps or depressions.

### **3.4 JOINT CONSTRUCTION**

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.

Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

- D. Flanged Joints: Select rubber gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- E. Copper-Tubing Brazed Joints: Construct joints according to CDA's "Copper Tube Handbook," using copper-phosphorus brazing filler metal.
- F. Copper-Tubing Soldered Joints: Apply ASTM B 813 water-flushable flux to tube end unless otherwise indicated. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B 32.
- G. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  - 2. PVC Pressure Piping: Join schedule number, ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
  - 3. PVC Nonpressure Piping: Join according to ASTM D 2855.

### **3.5 VALVE INSTALLATION**

- A. Automatic Control Valve: Install in plastic valve box with tops flush with grade.  
  
Install valves and PVC pipe with restrained, gasketed joints.
- B. Drain Valves: Install in underground piping in boxes for automatic control valves.

### **3.6 SPRINKLER INSTALLATION**

- A. Install sprinklers after hydrostatic test is completed.
- B. Install sprinklers at manufacturer's recommended heights.

C. Sprinklers, fittings, valves and accessories:

1. Install fittings, valves, sprinkler heads, risers and accessories in accordance with manufacturer's instructions, except as otherwise indicated.
2. Provide concrete thrust blocks where required at fittings and valves.
3. Set sprinkler heads perpendicular to finished grades, except as otherwise indicated.
4. Locate sprinkler heads to assure proper coverage of indicated areas. Do not exceed sprinkler head spacing distances indicated.
5. Install pop-up sprinklers with an adjustable double swing joint riser of at least 3 standard 90-degree elbows, or with a flexible swing joint. Fabricate double swing joint risers of schedule 80 PVC nipples and schedule 40 PVC elbows. The horizontal nipple connected directly into the side of the swing joint riser shall be of length as required for proper installation of the sprinkler head.
6. Install quick-coupling valves with an adjustable double swing joint riser assembled by the use of at least 3 standard 90-degree elbows. Use prefabricated swing joints.
7. Valves and valve boxes shall be installed as indicated in the specifications or as directed by the Commissioner, and shall be set plumb. Valve boxes shall be centered on the valves and tamped around each box to the undisturbed trench face.
8. Manual drain valves shall be installed at all low points of the irrigation piping system. Two cubic feet of gravel shall be placed at the outlet of each drain valve for drainage.
9. Install and adjust rain sensor on building wall in accordance with manufacturer's recommendations. Interrupt watering cycle from starting or continuing when rainfall exceeds 1/3".

**3.7 DRIP IRRIGATION INSTALLATION**

- A. Install in-line emitter tubing just below grade or under 1"-2" layer of mulch.
- B. Install drip tubes with remote-discharge under 1"-2" layer of mulch with outlets on off-ground supports at height indicated.
- C. Install pressure regulators and filter units in piping near device being protected, install in control-valve boxes as required.
- D. Install air relief valves and vacuum relief valves in piping, and in control-valve boxes as required.

**3.8 CONTROL WIRING**

- A. Install electric control cable in the piping trenches wherever possible. Place wire in trench adjacent to pipe. Install wire with slack to allow for thermal expansion and contraction. Expansion joints in wire may be provided at 200 foot intervals by making 5-6 turns of the wire around a piece of 1/2" pipe instead of slack. Where necessary to run wire in a separate trench, provide a minimum cover of 12".
- B. Provide sufficient slack at site connections, at remote control valves in control boxes and at all wire splices to allow raising the valve bonnet or splice to the surface without disconnecting the wires when repair is required.
- C. Connect each remote control valve to one station of a controller.

- D. Connect remote control valves to common ground wire system.
- E. Make wire connections to remote control electric valves and splices or wire in the field, using wire connectors and sealing cement in accordance with manufacturer's recommendations.
- F. Provide tight joints to prevent leakage of water and corrosion build-up on the joint.

### **3.9 SLEEVES**

- A. Install new sleeves for installation of the irrigation system, as approved by the Commissioner.

### **3.10 FLUSHING, TESTING AND ADJUSTMENTS**

- A. After piping and risers are installed and before sprinkler heads and drip lines are installed, open control valves and flush out the system with full head of water.
- B. Perform system testing upon completion of each section.
- C. Once the system has been flushed out cap opening and subject the system for four (4) hours to a hydrostatic pressure test of 125 pounds per square inch. Exposed pipe, joints, fittings and valves shall be carefully examined during the open-trench test. Cracked or defective pipe or fittings disclosed in the pressure test shall be replaced by the Contractor with solid material, and the test repeated until the results are satisfactory to the Engineer and show no leakage or loss of pressure.
- D. When the irrigation system is completed the Contractor shall perform, in the presence of the Commissioner, a coverage test to determine if the coverage of the water afforded the planting areas is adequate. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage disclosed.
- E. Test and demonstrate the controller by operating appropriate day, hour and station selection features as required to automatically start and shut down irrigation cycles to accommodate plant requirements and weather conditions.

### **3.11 AUTOMATIC IRRIGATION CONTROLLER INSTALLATION**

- A. Interior Equipment Mounting: Install interior controllers on wall.
  - 1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with controller.
  - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
- B. Exterior Equipment Mounting: Install exterior freestanding controllers on concrete bases with a lockable enclosure.
  - 1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with controller.

2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  3. Install enclosure per manufacturer's recommendations.
- C. Install control cable in same trench as irrigation piping and at least 2 inches below or beside piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.
- D. Install computerized/ET system per manufacturer's recommendations.

### **3.12 FIELD QUALITY CONTROL BY CONTRACTOR**

- A. Perform tests and inspections prior to inspection by the Commissioner.
- B. Tests and Inspections
1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
  2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
  3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Any irrigation product will be considered defective if it does not pass tests and inspections.
- D. Request inspection by the Commissioner for Acceptance.

### **3.13 ADJUSTING**

- A. Adjust settings of controllers as directed by the Commissioner.
- B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each circuit.
- C. Adjust sprinklers and devices so they will be flush with, or not more than 1/2 inch above, finish grade.
- D. Layout drip lines and emitters according to plant layout.

### **3.14 DISPOSAL OF WASTE MATERIAL**

- A. Haul from site and legally dispose of waste materials, including unsuitable excavated materials, rock, trash and debris.
- B. Maintain disposal route clear, clean and free of debris.

**3.15 CLEANING**

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris and equipment. Repair damage resulting from irrigation system installation.

**3.16 COMPENSATION**

- A. Compensation for irrigation piping and wiring will be based on unit prices plus or minus markup/discount proposed by Contractor on bid line item 17 and will include all labor, tools, materials and transportation. Compensation for irrigation equipment and sustainable irrigation on bid line items 10 through 16 will be based on catalog list price plus or minus the markup/discount proposed by the Contractor not including installation labor. Labor for installation of these irrigation parts is compensated on an hourly basis at the blended rates bid by the Contractor on bid line 18.

**END OF SECTION 02810**

## **Exhibit 8: Specification Section 02832 – Precast Concrete Block Walls (BID LINE ITEMS 19 THROUGH 21)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Item 19 - 21 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include Block Wall Systems.
- B. Furnish & Install - all prefabricated wall work as directed by the Commissioner and specified herein, including but not limited to the following:
  - 1. Furnishing and placing and compacting aggregate base materials.
  - 2. Furnishing and installing precast block walls.
  - 3. Furnishing and placing drainage system.

#### **1.3 PERFORMANCE REQUIREMENTS**

- A. Basis of Design: Design of segmental retaining walls is based on product specified. Walls shall be as specified by the Commissioner and shall not exceed a maximum of 36" tall.
- B. Structural Performance: If required by Commissioner, engineering design by product manufacturer shall be based on loads due to soil pressures resulting from grades indicated and be according to NCMA's "Design Manual for Segmental Retaining Walls."

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated submit manufacturer's catalogs showing details of all materials and installation instructions, where required.
- B. Samples
  - 1. For each color and texture of concrete unit required, submit 3 blocks. If the color is a blend, submit 6 blocks.
  - 2. Drainage Fill.
  - 3. Filter Fabric.
  - 4. Drainage Pipe.
  - 5. Aggregate Leveling Base.
- C. Field quality-control reports for walls with reinforcement.

## **1.5 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein, as noted in the Scope of Services.
- B. Field Supervision: Contractor shall maintain an experienced full-time supervisor on site when installation is in progress.

## **1.6 ACCEPTANCE AND WARRANTY**

- A. Acceptance: The Contractor shall submit a written request for inspection of installation upon substantial completion to the Commissioner. The request shall be submitted at least ten (10) days of the anticipated review. Upon inspection, the Commissioner shall prepare a punch list of outstanding or unacceptable items. After the items have been satisfactorily completed, the Commissioner will recommend Acceptance. Acceptance of the installation by the Commissioner shall be for general conformance to specified materials, quality and location, and shall not relieve the Contractor of responsibility for full conformance to the contract documents. The warranty period shall begin upon Acceptance.
- B. Warranty: All work performed under this section shall be guaranteed by the Contractor to be free from defects in workmanship and materials and he shall replace or repair any of said defective work or material upon written notice from the Commissioner. The guarantee shall be for a period of one year from the date of Acceptance of the completed work by the Commissioner.

# **PART 2 – PRODUCTS**

## **2.1 CONCRETE BLOCK WALL UNITS**

- A. Concrete Units: As determined by the Commissioner. Approved wall systems include:
  - 1. Unilock Precast Block Walls  
Aurora, IL 630 892-9191
  - 2. Keystone Precast Block Walls  
Best Block 800 782-7708
  - 3. Versa-Lok Precast Block Wall  
Oakdale, MN 800 770-4525
- B. Interlocking concrete wall sections are to be manufactured on a single layer, palletized machine as to tighten dimensional tolerance control and deformations to meet and exceed ASTM specification C936-82.

## **2.2 INSTALLATION MATERIALS**

- A. Cap Adhesive: Product supplied or recommended by segmental retaining wall unit manufacturer for adhering cap units to units below.

- B. Aggregate Leveling Base: Comply with manufacturer's requirements for aggregate specifications and for the depth and width of base.
- C. Drainage Fill: Comply with manufacturer's requirements.
- D. Soil Backfill: Comply with manufacturer's requirements.
- E. Filter Fabric: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent. Filter fabric to comply with manufacturer's requirements.
- F. Drainage Pipe: Corrugated, slotted and flexible 4" ADS plastic pipes with fittings.

### **2.3 VISUAL INSPECTION**

- A. All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Minor chipping, resulting from customary method of handling in shipment and delivery, in the opinion of the Commissioner shall not be deemed grounds for rejection, unless on the face of the block.
- B. Contractor shall check all materials delivered to the site to ensure that the correct materials have been received.
- C. Contractor shall take care to store all materials on site in such a way that no damage occurs to any of the materials.
- D. Rejection: In case the shipment fails to conform to the specified requirements; the manufacturer shall supply new materials at the Contractor's expense.

## **PART 3 – EXECUTION**

### **3.1 INSPECTION**

- A. Before commencing installation, the Commissioner is to approve the layout of the wall and examine substrate surfaces to determine that they are free of conditions which might be detrimental to proper and timely completion of the work. Start of work shall indicate Acceptance of the layout and substrate.

### **3.2 SITE PREPARATION**

- A. The foundation soil shall be excavated or filled as required to the footing grades and dimensions as recommended by the block wall manufacturer or as directed by the Commissioner.

### **3.3 AGGREGATE SUBBASE AND BASE INSTALLATION**

- A. The compacted base shall be per manufacturer's specifications.

- B. The finished subbase shall be inspected and approved by the Commissioner before placement of the base course.
- C. The base will be placed in uniform layers not exceeding 8" loose and compacted to at least 100% of the maximum dry density, not exceeding 4".
- D. The base course shall be trimmed to specified grade and cross section with an allowable local tolerance of 1/4".

### **3.4 RETAINING WALL INSTALLATION**

- A. General: Place units according to NCMA's "Segmental Retaining Wall Installation Guide" and segmental retaining wall unit manufacturer's written instructions.
  - 1. Lay units in pattern as directed by the Commissioner.
  - 2. Form corners and ends by concrete saws or splitting devices.
- B. First Course: Place first course of segmental retaining wall units on the base material for the full length of wall. First course shall remain fully buried, with the top of this course level with the finish grade in the front of the wall. Place units in firm contact with each other, properly aligned and level. Where walls are located on a cross slope, stagger courses so that the first course always remains buried.
 

Tamp units into base as necessary to bring tops of units into a level plane.
- C. The wall modules shall be placed such that any tongue and groove arrangement provided aligns, or as recommended by the manufacturer.
- D. Subsequent Courses: Remove excess fill and debris from tops of units in course below. Place units in firm contact, properly aligned, and directly on course below.
- E. The Contractor shall check the level of wall modules with each lift to ensure that no gaps are formed between successive lifts.
- F. Care shall be taken to ensure that the wall modules are not broken or damaged during handling and placement.
- G. Cap Units: Place cap units and secure with adhesive as recommended by the manufacturer.

### **3.5 FILL PLACEMENT**

- A. Fill voids between and within units with drainage fill. Place fill as each course of units is laid.
- B. Place, spread, and install drainage pipe at base of wall in drainage fill and soil fill in uniform lifts for full width and length of embankment as wall is laid. Place and compact fills without disturbing alignment of units. Where both sides of wall are indicated to be filled, place fills on both sides at same time. Begin at wall and place and spread fills toward embankment.

Use only hand-operated compaction equipment within 48 inches of wall.

Compact reinforced-soil fill to not less than 95 percent maximum dry unit weight according to ASTM D 698.

In areas where only hand-operated compaction equipment is allowed, compact fills to not less than 90 percent maximum dry unit weight according to ASTM D 698.

- C. Place a layer of drainage fill at least 12 inches wide behind wall to within 12 inches of finished grade. Place a layer of filter fabric on all sides between drainage fill and soil fill.

### **3.6 REMOVAL OF DEBRIS AND SURPLUS MATERIAL**

- A. During the progress of the work, the Contractor shall at all times keep the premises broom clean, free from accumulation of debris and surplus materials and shall regularly remove such materials from the job site. He shall at all times keep the driveways, parking areas, and surrounding walkway surfaces free from debris including soil. Upon completion of his work or portions thereof, he shall remove all equipment, surplus materials and debris, leaving the site broom clean to the satisfaction of the Commissioner.

### **3.7 PROTECTION OF ADJACENT WORK**

- A. The Contractor shall protect all adjacent landscape, concrete surfaces, electrical work and surrounding facilities from damage. The Contractor shall be held responsible for repairing, to the satisfaction of the Commissioner, any concrete surfaces or facilities damaged by him, his workmen, or equipment during his operations.

### **3.8 COMPENSATION**

- A. Compensation for bid line items 19-21 will be based on the list prices in the specified catalogs plus or minus the markup/discount proposed by the Contractor. The prices are all inclusive and will include all labor, materials, excavation, equipment, transportation and legal off-site disposal as necessary. Materials include all materials needed for installation including, blocks, drainage, base material, adhesives, etc.

**END OF SECTION 02832**

## **Exhibit 9: Specification Section 02870 – Site Furnishings (BID LINE ITEMS 22-26)**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Items 22 - 26 of the Comprehensive Landscape Services contract.

#### **1.2 SUBMITTALS:**

- A. Submit manufacturer's product data of furnishings.
- B. Submit installation detail.

#### **1.3 DESCRIPTION OF WORK:**

- A. The work consists of all labor, materials and equipment necessary and required to install all site furnishings.
- B. Installation includes but is not limited to the following:
  - 1. Assembly (if required).
  - 2. Installing surface mounting hardware (if required).
  - 3. Attaching furnishings (if required).

#### **1.4 WARRANTY:**

- A. All work performed under this section shall be warranted by the Contractor to be free from defects in workmanship and materials and he shall replace or repair any of said defective work or material upon written notice from the Commissioner. Said warranty shall be for a period of 1 year from the date of acceptance of the completed work by the Commissioner.

#### **1.5 GENERAL REFERENCE:**

- A. Work under this section shall be in accordance with applicable provision of manufacturer's standard specifications for that item.

### **PART 2 - PRODUCTS**

#### **2.1 FURNISHINGS:**

- A. All furnishings shall be as directed by the Commissioner.

### **PART 3 - EXECUTION**

#### **3.01      INSTALLATION:**

- A.      Mark location in the field for site furnishings for approval by the Commissioner prior to the work.
- B.      Install site furnishings per manufacturer's directions at approved locations.

#### **3.02      REMOVAL OF EQUIPMENT AND MATERIALS:**

- A.      Remove equipment, materials and excess excavation from the site immediately after work is completed.

#### **3.03      COMPENSATION**

- A.      Compensation for bid line items 22-26 will be based on the list prices in the specified catalogs plus or minus the markup/discount proposed by the Contractor. The prices are all inclusive and will include delivery, assembly and set up.

**END OF SECTION 02870**

## **Exhibit 10: Specification Section 02900 – Landscape Planting (BID LINE ITEMS 27 AND 28)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Items 27 and 28 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:
  - 1. Plants
  - 2. Pulverized Topsoil
  - 3. Planting Mix
  - 4. Mulches
  - 5. Planting Accessories
  - 6. Tree Staking
  - 7. Planting
  - 8. Plant Maintenance

#### **1.3 SUBMITTALS**

- A. Illinois Department of Agriculture Certificate: A copy of a current Nurseryman Certificate from the Department of Agriculture shall be submitted from each nursery that provides plants, stating that the nursery has been inspected and is free from dangerous pests and plant diseases. Plants from nurseries without a valid certificate will not be accepted.
- B. Topsoil Analysis Reports: A topsoil analysis report by a recognized soil test laboratory shall be submitted for all topsoil used. The analysis shall include the percentages of clay, silt and sand, the percentage of organic matter and the level of the pH. The analysis shall also contain the amount of any toxins or chemicals typically considered to be harmful to human health or plant life, and recommendations for improving the soil. All testing and reports are to be at the contractor's expense. The Contractor must provide analysis reports for all topsoil and amended topsoil until approval from the Commissioner.
- C. Material Product Data and Samples: Product data, supplier name and a sample of the following materials shall be submitted for approval prior to installation. Samples for materials not required by the Commissioner may be omitted:

- 1. Pulverized Topsoil
- 2. Planting Mix

3. Shredded Hardwood Mulch
4. Leaf Mulch
5. Filter Fabric
6. Inspection Tube and Cap

#### **1.4 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein as noted in the Scope of Services.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Do not prune plants prior to delivery. Protect plant trunks, branches and leaves during shipping and handling.
- B. Handle plants by their root balls or containers only, never by their trunk or branches.
- C. Comply with all Federal and State regulations concerning classification and transportation of plants and materials.
- D. Plants that cannot be installed within 24 hours of delivery shall be 'heeled-in', by standing the plants upright, removing any binding from the branches and wrapping the root balls with plastic wrap or bark mulch. Plants shall be properly spaced to allow air flow in between and shall be protected from drying winds, direct sunlight, and damage from equipment. Plants shall be kept moist by adequate hand watering or drip irrigation. Spray irrigation that sprays on the leaves is prohibited.
- E. Plants with broken root balls or containers will be rejected on site.

#### **1.6 SCHEDULING**

- A. Planting Season: Plants shall only be installed within the following dates:
  1. Deciduous Trees and Shrubs: April 1<sup>st</sup> through December 1<sup>st</sup>
  2. Evergreen Trees and Shrubs: April 1<sup>st</sup> through November 1<sup>st</sup>
  3. Perennials: May 1<sup>st</sup> through October 15<sup>th</sup>
- B. Special Conditions: When favorable weather conditions exist outside of the planting season, the Contractor may install plants when approved by the Commissioner.

#### **1.7 INSPECTION, ACCEPTANCE AND WARRANTY**

- A. Preliminary Inspection: Plants shall be inspected and approved by the Commissioner at the nursery where they are grown, prior to digging.

The Contractor shall submit a written request to the Commissioner for each inspection of plants. The request shall include the location of the nursery and a list of the plants to be inspected and their sizes.

For nurseries located further than 60 miles from Chicago, the Contractor shall submit photographs of the plants to determine the nursery's acceptability prior to scheduling an inspection at the nursery.

All plants must be obtained from this list of pre-selected nurseries. Plants from other nurseries may be accepted if approved by the Commissioner. Pre-selected nurseries include:

1. Arthur Weiler, Inc.
2. Beeson's McHenry County Nursery, Inc.
3. Beaver Creek Nursery, Inc.
4. Clavey's Nursery, Inc.
5. Hill Nursey
6. Fox Ridge Nursery
7. Goodmark Nurseries, LLC.
8. Green Glen Nursery
9. GRO Horticultural Ent, Inc.
10. Hinsdale Nurseries, Inc.
11. HOFFIE Nursery, Inc.
12. Johnson's Nursery
13. Kaneville Tree Farms, Inc.
14. Kendall Hill Nursery
15. Mariani Nurseries
16. Matt Tures Sons Nursery, LLC.
17. Midwest Groundcovers, LLC.
18. P.P.&O. Nursery, LLC.
19. Wilson Nurseries, Inc.

For plants not approved by the Commissioner due to undesirable shape, branching structure, size, or condition, the Contractor shall provide additional pre-selected nursery sources for the plants.

Photographs may be used for acceptance if approved by the Commissioner.

Acceptance of a plant in the nursery does not prohibit the rejection of the plant once it is delivered to the site, if it is found to have been damaged or poorly maintained since the original selection.

- B. Acceptance: The Contractor shall submit a written request for inspection of plants upon substantial completion to the Commissioner. The request shall be submitted at least ten (10) days prior of the anticipated review. Upon inspection, the Commissioner shall prepare a punch list of outstanding or unacceptable items. After the items have been satisfactorily completed, the Commissioner will grant Acceptance. Acceptance of the plants by the Commissioner shall be for general conformance to specified plants, sizes, quality and location, and shall not relieve the Contractor of responsibility for full conformance to the contract documents. The warranty period shall begin upon Acceptance.

- C. Warranty: Contractor shall warranty all plant material for a period of one year from date of Acceptance to be in a live, healthy and flourishing condition.

When work is accepted in part, the warranty period extends for one year from date of the partial Acceptance.

Without cost to the Commissioner, the Contractor shall replace all plants that are dead, have more than 25% dead branches, diseased or are not in a healthy and flourishing condition, as determined by the Commissioner at the end of the warranty period. Plant replacements shall closely match the original plant installed and shall be replaced as soon as weather conditions permit. Plant replacements shall be subject to all conditions that pertained to the original planting as set forth in the specifications.

The Contractor shall make all necessary repairs due to plant replacement operations, at no cost to the Commissioner.

The Contractor shall make as many periodic inspections as necessary to monitor plants, and notify the Commissioner of all concerns and recommendations.

- D. Final Inspection: At the end of the warranty period, the Contractor shall request a review of guaranteed work by the Commissioner, at least ten (10) days prior to the anticipated date of review. The Commissioner will inspect all guaranteed plants and prepare a punch list of replacements needed as part of the warranty.

Without cost to the Commissioner, the Contractor shall replace all plants that are dead, have more than 25% dead branches, diseased or are not in a healthy and flourishing condition, as determined by the Commissioner. Plant replacements shall closely match the original plant installed and shall be replaced as soon as weather conditions permit. Plant replacements shall be subject to all conditions that pertained to the original planting as set forth in the specifications.

## **1.8 MAINTENANCE PERIOD**

- A. Maintenance of plants shall begin upon installation and shall become part of the maintenance contract.
- B. Maintenance shall include watering, fertilizing, weeding, pruning and straightening of installed plants. Application of harmful chemicals such as weed killers and insecticides may only be used if approved by the Commissioner.
- C. The Contractor shall protect plants from construction damage. Plants damaged prior to Acceptance, will not be accepted.

## **PART 2 – MATERIALS**

### **2.1 PLANTS**

- A. General: Plants to be installed shall be as selected by the Commissioner.

1. Plants shall be nursery grown in accordance with good horticultural practices, as established by the American Nursery and Landscape Association.
2. All plants shall have been grown at and obtained from pre-selected nurseries.
3. Balled and burlapped plants shall be freshly dug. Container grown stock must have been grown in their container for no less than 6 months. All root ball dimensions and container sizes must meet the minimum requirements of the American Standard for Nursery Stock, ANSI Z60.1.
4. Plants shall be of true species and variety, and shall conform to the sizes specified in the Plant List.
5. All plants shall be specimen form, exceptionally heavy, symmetrical and dense in form, so trained or favored in their development and appearance as to be unquestionably and outstandingly superior in form, number of branches, compactness and symmetry.
6. Plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae, and shall have healthy, well developed root systems. They shall be free of physical damage or adverse conditions that would prevent them from thriving.
7. Root balls shall only be wrapped in non-treated biodegradable burlap. Synthetic burlap is prohibited.
8. Plant with root balls shall be only laced with a biodegradable twine such as sisal or jute. Plants with root balls containing synthetic twines are prohibited.

B. Shade Trees:

1. Shade trees shall be deciduous trees that will reach a height of 35 feet or more when mature, and be hardy in USDA Hardiness zone 5a and 5b.
2. Single stem shade trees shall have single trunks which are straight and free of unhealed scars, abrasions or disfiguring knots. They shall have single leaders that are straight and shall not have any branches lower than 6 feet height from the base of the trunk.
3. Multi-stem shade trees shall have three, four or five trunks that are similar in diameter. Each trunk shall be reasonably straight and free of unhealed scars, abrasions or disfiguring knots. They shall not have any branches lower than 4 feet from the base of the trunk.
4. The size of single stem shade trees shall be determined by the caliper (diameter) of the trunk. Caliper measurements shall be taken at a point on the trunk 6 inch above the natural ground line for trees up to 4inch diameter, and at a point 12 inches above the natural ground line for trees over 4 inches diameter.
5. The size of multi-stem trees shall be determined by height. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to tip.

C. Ornamental Trees:

1. Ornamental trees shall be deciduous trees that will reach a height of between 15 feet and 35 feet when mature, and be hardy in USDA Hardiness Zone 5a and 5b.
2. Single stem ornamental trees shall have single trunks which are straight and free of unhealed scars, abrasions or disfiguring knots. They shall have single leaders that are straight and shall not have any branches lower than 3 feet height from the base of the trunk.
3. Multi-stem ornamental trees shall have between three and 7 stems that are similar in diameter. The overall form shall be rounded or oval and may be branched to the ground or up to 2 foot height.

4. The size of single stem ornamental trees shall be determined by the caliper (diameter) of the trunk. Caliper measurements shall be taken at a point on the trunk 6 inches above the natural ground line for trees up to 4 inch diameter, and at a point 12" above the natural ground line for trees over 4 inch diameter.
5. The size of multi-stem trees shall be determined by height. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to tip.

D. Deciduous Shrubs:

1. Large deciduous shrubs shall be shrubs that will reach a height of between 5 feet and 15 feet when mature, and be hardy in USDA Hardiness Zone 5a and 5b.
2. Small deciduous shrubs shall be shrubs that will reach a height of between 1 foot and 5 feet when mature, and be hardy in USDA Hardiness Zone 5a and 5b.
3. The size of deciduous shrubs shall be determined by height. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to tip.

E. Evergreen Shrubs:

1. Upright evergreen shrubs shall be coniferous shrubs that will reach a height of between 7 feet and 20 feet when mature, and be hardy in USDA Hardiness Zone 5a and 5b.
2. Spreading evergreen shrubs shall be coniferous shrubs that will reach a height of less than 6 feet when mature, and be hardy in USDA Hardiness Zone 5a and 5b.
3. The size of upright evergreen shrubs shall be determined by height. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to tip.
4. The size of spreading evergreen shrubs shall be determined by width. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to tip.

F. Perennials:

1. Perennials shall be container grown herbaceous flowers, hardy in USDA Hardiness Zone 5a and 5b.
2. The size of perennials shall be determined by the size of the container. Container size in relation to the size of the plant shall be per American Standard for Nursery Stock ANSI Z60.1 by the American Nurseryman's Association.

G. Ornamental Grasses:

1. Ornamental Grasses shall be container grown herbaceous grasses, hardy in USDA Hardiness Zone 5a and 5b.
2. The size of grasses shall be determined by the size of the container. Container size in relation to the size of the plant shall be per American Standard for Nursery Stock ANSI Z60.1 by the American Nurseryman's Association.

H. Groundcovers and Climbing Vines:

1. Groundcovers shall be container grown evergreen or deciduous low spreading plants, hardy in USDA Hardiness Zone 5a and 5b.
2. Climbing Vines shall be container grown evergreen or deciduous climbing plants, hardy in USDA Hardiness Zone 5a and 5b.

3. The size of groundcover or vine shall be determined by the size of the container. Container size in relation to the size of the plant shall be per American Standard for Nursery Stock ANSI Z60.1 by the American Nurseryman's Association.

## **2.2 PULVERIZED TOPSOIL**

- A. Topsoil: Topsoil shall be fertile, friable, sandy loam or loam, pulverized topsoil comprised of 20%-50% silt, 30%-60% sand and 5%-20% clay. The pH level shall be between 6.0 and 7.2 and the topsoil shall have an organic matter content of between 3% and 8%. Topsoil shall be free of seeds, stones, large lumps, roots, sticks, leaves and debris, and shall not be delivered while in a frozen or muddy condition.
- B. A topsoil analysis must be submitted and approved before delivery of topsoil to the site. See Part 1.3, B of this Section for information on analysis.
- C. Salvaged topsoil from on-site clearing or excavation may be used if it meets the topsoil requirements. Contractor shall test and provide a soil analysis report on topsoil for approval. The testing analysis and report may be waived by Commissioner, at their discretion, if existing soils appear suitable.

## **2.3 PLANTING MIX**

- A. Planting Mix: Mix shall be prepared outside of the plant pit and shall be thoroughly blended. Planting mix shall be as follows:
  1. Trees and Shrubs:
    - 70% Pulverized Topsoil (see 2.2)
    - 15% Coarse Sand
    - 15% Pine Fines
  2. Perennials, Ornamental Grasses, Groundcover and Vines:
    - 50% Pulverized Topsoil (see 2.2)
    - 25% Coarse Sand
    - 25% Pine Fines
- B. Coarse Sand: Sand shall be clean, coarse sand between .6 mm and 2.0 mm size, and free of sediments and debris.
- C. Pine Fines: Pine fines shall be 3/8" southern pine bark fines.

## **2.4 MULCHES**

- A. Premium Shredded Hardwood Bark Mulch: Bark mulch for trees and shrubs shall be finely shredded, premium hardwood bark mulch, free of twigs, leaves or other debris. Bark mulch shall not contain any wood and shall not be artificially colored.
- B. Leaf Mulch: Leaf mulch for perennials shall be composted leaf matter, composted for a period of between 6 months and one year. Leaf compost is not acceptable.

## **2.5 TREE STAKING**

- A. Tree staking shall be at the direction of the Commissioner, and shall not be considered an incidental cost for installation of trees.
- B. Tree stakes shall be an anchor system comprised of three wire earth anchors with tightening fasteners per tree set at 120 degrees apart around the base of the tree. Use the appropriately sized anchoring system recommended by the manufacturer based on the size of the tree.
- C. Install anchor system per manufacturer's recommendations, using protective hoses over branches to protect the tree. Trees stakes shall remain on trees for a period of between one and two years, as directed by the Commissioner. Never allow stakes to remain for more than two years.

## **2.6 PLANTING ACCESSORIES**

- A. Inspection Pipe: Pipe shall be a 4" diameter, perforated, corrugated plastic drain pipe wrapped in filter fabric, with a black slotted cap. Inspection pipe shall be located on the north side of the root ball and extend from the base of the root ball to level with the mulch.
- B. Filter Fabric: Fabric shall be 3 oz. to 4.5 oz. needle punched, nonwoven geo-textile fabric. Test fabric for adequate water permeability.
- C. Tree Wrap: To be installed at the Contractor's discretion with the Commissioner's approval. Tree wrap shall be 3" wide DeWitt Tree Wrap or approved equal. Install wrap per manufacturer's directions. Wrap may only be installed in the fall and must be removed the following spring. Tree wrap on trees in the months of May, June, July, August, and September is prohibited. Tree wrap shall be considered an incidental cost of the tree for which there is to be no additional charge.

# **PART 3 – EXECUTION**

## **3.1 PREPARATION**

- A. Prior to laying out plants, have all utility locations marked by DIGGER or other utility locate services. Protect markings throughout plant installation.
- B. Examine site for conditions that may pose a health problem for plants, such as inadequate drainage. Notify the Commissioner of any concerns prior to installing plants.
- C. Using marking paint or flags, mark the locations of all trees, large shrubs and bed shapes. Obtain approval of layout by Commissioner prior to plant installation.

## **3.2 EXCAVATION**

- A. Tree Pit Excavation: Excavate tree pits to twice the width of the root ball and to a depth as required so that the top of the root ball is level with the adjacent grade. If large rocks,

utilities, structures, tree roots or other obstructions are encountered, notify the Commissioner so that field adjustments can be made.

- B. Test each tree pit for drainage prior to installing trees, using the following procedure:
  - 1. Excavate tree pit to the specified size.
  - 2. Fill the tree pit with 12" of water and shade from direct sunlight.
  - 3. If water level drops 4" or more within 4 hours, the drainage is sufficient.
  - 4. Inform the Commissioner of the results. A drainage plan may be provided if the drainage is not sufficient.
- C. Shrub Bed Excavation: Shrubs with root balls or containers 12" tall or less shall be excavated as single beds, from bed line to bed line, to a depth of 12". Shrubs with root balls or containers taller than 12" may be excavated with individual pits, if the existing soil is considered suitable and is approved by the Commissioner.
- D. Perennial Bed Excavation: Beds that contain perennials, ornamental grasses, vines or groundcovers shall be excavated to a standard depth of 12".
- E. Spoils removed from plant pits or excavated beds shall be removed from the site. Spoils that are considered suitable for topsoil may be used if approved by the Commissioner.

### **3.3 PLANTING**

- A. Identify the root flare of all plants and install at the proper depth, so that the top of the root flare is level with the adjacent grade.
- B. Adjust plant so that it is plumb and rotate into a favorable position. Cut or remove burlap, twine and basket wire from the top half of the root ball.
- C. Install inspection pipe and cap on the north side of each tree's root ball. The pipe shall extend from the bottom of the tree pit to final grade and shall remain in a straight, vertical position.
- D. Install drainage pipe at base of tree pit, if required.
- E. Tamp excavated spoils around the base of each tree's root ball to stabilize tree.
- F. Back fill tree pits, shrub pits, excavated shrub beds and excavated perennial beds with the specified planting mix. Water thoroughly and add more planting mix to areas that have settled.
- G. Immediately after backfilling, add 3" depth Shredded Hardwood Bark Mulch to all tree pits and shrub beds, and 2" depth Leaf Mulch to all perennials beds.
- H. Remove all ribbons from the trees. Do not remove tagging seals or nursery identification labels, until Acceptance by the Commissioner.

### **3.4 PRUNING**

- A. General: All pruning shall be done in accordance with the guidelines in the American Standard for Nursery Stock, ANSI Z60.1. Use only clean, sharp tools.
- B. Trees: Remove all dead, badly scarred and broken branches first. Remove all suckers. Shape prune as recommended by the Commissioner, to remove internal or crossing branches and double leaders. For trees up to 4" or 12' height, remove approximately 5% to 10% of the overall branching. For trees over 4" caliper or 12' height, remove approximately 15% to 20% of the overall branching.
- C. Shrubs: Remove all dead, badly scarred and broken branches. Remove all spent flowers. Shape prune as recommended by the Commissioner, keeping a natural shrub form.

### **3.5 PROTECTION**

- A. The Contractor is responsible for providing plant protection from animals and weather damage during the warranty period. Protection may include tree wrap, and tree trunk guards. All protection shall be at the Contractor's expense. Tree wrap may only be installed during the months of October through April, and must be removed by the Contractor prior to May 1<sup>st</sup>.
- B. Trees may be staked if approved by the Commissioner. The Contractor shall submit staking materials for Commissioner's approval prior to use.

### **3.6 PLANT MAINTENANCE**

- A. Maintenance shall begin upon plant installation.
- B. Maintenance shall consist of watering, pruning, weeding, straightening and mulching of new plants. Contractor shall monitor plants for disease, insects and pests and take the necessary precautions to prevent damage.

### **3.7 CLEAN UP AND PROTECTION**

- A. During the progress of work, the Contractor shall keep the premises broom clean at all times. They shall keep the site free from accumulation of debris and surplus materials and shall keep all driveways, parking lots and walkways clear. All rubbish and debris shall be removed from the site and legally disposed of.
- B. The Contractor shall protect all adjacent stone surface, utilities and structures from damage. All damage caused by the Contractor must be repaired to the satisfaction of the Commissioner.

### **3.8 COMPENSATION**

- A. Compensation will be based on the unit prices noted herein for bid line items 22-28 plus or minus the Contractor's proposed markup/discount for same. The prices will include all plants, labor, materials, excavation, equipment, transportation and all other items such as mulch, tree staking, topsoil, etc. as detailed in this section.

**END OF SECTION 02900**

## **Exhibit 11: Specification Section 02915 – Vegetated Roof Systems (BID LINE ITEM 29)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Item 29 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:

Vegetated roof tray systems, including plantings, growing medium, underlayment root barrier and edging.

#### **1.3 DEFINITIONS**

- A. Extensive: Vegetated roof tray systems with a maximum 4 inch depth of growing medium.

#### **1.4 SUBMITTALS**

- A. Product Data and Samples: For each vegetated roof tray system component, including but not limited to trays, growing medium, edging, plant materials and underlayment protection.
- B. Product certificates.
- C. Product test reports.
- D. Field quality-control reports.
- E. Maintenance Manuals: Upon Acceptance by Commissioner, provide manual of required maintenance procedures and methods for Commissioner.
- F. Warranty: Submit Contractor's warranty and any manufacturer's warranty and ensure that forms have been completed in Commissioner's name and registered with manufacturer.

#### **1.5 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein, as noted in the Scope of Services.

- B. Source Limitations: Tray system vegetated roof assembly components shall be from a single source, as approved by the Commissioner
- C. Pre-installation Conference: The Contractor shall meet with the Commissioner at the jobsite to review and discuss project conditions and installation methods, prior to the work.

#### **1.6 DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials in original, unopened containers of packaging clearly labeled with manufacturer's name. All materials are to be delivered in good condition. Damaged materials will not be accepted and must be replaced by the Contractor at no additional cost to the Commissioner.
- B. Materials shall be stored in a neat, safe manner, not to exceed the allowable structural capacity of the storage area. Coordinate roof top storage areas and staging with Commissioner and Building Engineers prior to placement, to prevent overloading or damage to any area. Do not store materials in a way that blocks or prevents water from accessing the roof drains.
- C. When handling materials, take all precautions necessary to protect the roof membrane, the building and all mechanical structures.

#### **1.7 PROJECT CONDITIONS**

- A. The Contractor shall protect the roof so as not to allow waste products (petroleum, grease, oil, solvents, vegetable or mineral oil, animal fat, etc.) to come in contact with the roof membrane. Any exposure to foreign materials or chemical discharges must be presented to membrane manufacturer and the Commissioner for evaluation to determine any impact on the roof membrane assembly performance. The membrane shall also be protected from all materials and equipment used by the Contractor.
- B. Contractor shall assure that adequate protection is provided after installation so other trades do not damage the landscape planting.
- C. Protect roof drains from damage and accumulation of dirt and debris.

#### **1.8 ACCEPTANCE, INSPECTION AND WARRANTY**

- A. Acceptance: The Contractor shall submit a written request for inspection of installation upon substantial completion by the Commissioner. The request shall be submitted at least ten (10) days of the anticipated review. Upon inspection, the Commissioner shall prepare a punch list of outstanding or unacceptable items. After the items have been satisfactorily completed, the Commissioner will recommend Acceptance. Acceptance of the installation shall be for general conformance to specified plants, sizes, quality and location, and shall not relieve the Contractor of responsibility for full conformance to the contract documents. The warranty period shall begin upon Acceptance.

- B. Warranty for Vegetated Roof Assembly: Contractor agrees to repair or replace any and all vegetated roof components, including plant material, that fail in materials or workmanship within specified warranty period.
  - 1. The failure includes, but is not limited to, dead plant material, ponding water or prolonged wetness of the growing medium caused as a result of failure of the assembly to properly drain.
  - 2. Warranty Period: One (1) year from date of Acceptance.
- C. Final Inspection: At the end of the warranty period, the Contractor shall request a review of guaranteed work, at least ten (10) days prior to the anticipated date of review. The Commissioner will inspect all guaranteed plants and prepare a punch list of replacements needed as part of the warranty.

## **1.9 MAINTENANCE SERVICE**

- A. Maintenance of vegetated roof trays shall begin upon installation and shall become part of the maintenance contract.
 

Maintenance shall include watering, fertilizing and weeding. Application of harmful chemicals such as weed killers and insecticides may only be used if approved by the Commissioner.
- B. Provide maintenance by skilled employees of vegetated roof landscapes.

## **PART 2 – PRODUCTS**

### **2.1 EXTENSIVE ROOF - TRAY SYSTEM**

- A. Tray-Type Vegetated Roof Assembly: Modular assembly consisting of manufacturer's standard trays for field-assembly adjacent to and interlocking with each other over membrane roofing, including an underlayment and edging, as directed by the Commissioner.
- B. All tray components must be obtained from a single-source manufacturer to ensure total system compatibility and integrity. Acceptable manufacturers and systems include:
  - 1. Live Roof Systems  
Spring Lake, MI 49456  
(800) 875-3273  
[www.liveroof.com](http://www.liveroof.com)
  - 2. Green Grid – Weston Solutions  
Vernon Hills, IL 60061  
(847) 918-4016  
[www.greengridroofs.com](http://www.greengridroofs.com)

3. Eco-Roofs – Twixwood Nursery  
(269) 471-4708  
[www.eco-roofs.com](http://www.eco-roofs.com)

- C. Underlayment Root Barrier: A root barrier, as recommended by the manufacturer, shall be applied under all green roof planted areas. The root barrier sheet shall overlap and shall have either taped, heat welded or glued seams, as recommended by the manufacturer.
- D. Growing Medium: Engineered blend of organic and inorganic components as recommended by the system manufacturer.
- E. Plantings: All trays shall be pre-planted with a Sedum mix as recommended by the tray manufacturer and approved by the Commissioner. Trays are to be pre-planted with plugs or cuttings and must have 80% coverage of the trays at time of installation.

## **2.2 EDGING**

- A. Material:
1. L-shaped extruded-aluminum edging with perforations for drainage shall be located around the outside edge of all tray groupings, or as approved by the Commissioner. Edging shall be 5" height and a minimum 10 gauge thickness with no finish. Connect lengths of edging with connectors as recommended by the manufacturer.

# **PART 3 – EXECUTION**

## **3.1 INSTALLATION, GENERAL**

- A. Examine each area to receive vegetated roof assembly.
1. Verify that roof insulation over membrane roofing is in place, secure, and flush along all seams.
2. Verify that perimeter and other flashings are in place and secure along entire lengths where they will be covered by vegetated roof assembly.
3. Green roof systems shall only be installed when the weather is above 40 degrees F, there is no ice on the roof surface, and the green roof growing medium is unfrozen.
4. Mark the limit of the vegetated roof for approval by the Commissioner prior to the work.
- B. Water Test:
1. It is strongly recommended that the roof area or portions thereof be leak tested by means of electronic testing or by ponding water at a minimum depth of 2" (50.8 mm) for a period of 48 hours to check the integrity of the membrane prior to installation. This test should be done by the Commissioner, Building Engineer or their representative.
2. Verify that the structure can support the dead-load weight of a water test before testing.
3. If leaks should occur the water must be drained completely and the membrane installation repaired by the Commissioner.

4. The roof should be re-tested after the repair.

C. Preparation:

All surfaces must be dry, smooth, free of depressions, voids, protrusions, clean and free of unapproved curing compounds, form release agents and other surface contaminants.

D. Root Barrier Protection Course Installation:

Lay out root barrier with the recommended minimum overlap from the manufacturer. Attach seam as per manufacturer's directions.

### **3.2 EXTENSIVE TRAY SYSTEM INSTALLATION**

A. Tray installation shall follow the underlayment root barrier. All components are to be installed in strict accordance with the manufacturer's recommendations or as directed by the Commissioner.

B. Trays shall be placed in the area defined by the Commissioner, without cutting of any trays.

C. Vegetated Roof Systems installation season: Pre-planted trays shall only be installed within the following dates:

April 15<sup>th</sup> through October 15<sup>th</sup>, but not when the weather is below 50 degrees F.

D. Install edging per tray system manufacturer's recommendations.

### **3.3 FIELD QUALITY CONTROL**

A. Manufacturer's Field Service: Engage tray system manufacturer's authorized service representative to provide inspection of vegetated roof assembly installation and prepare inspection reports.

B. Deficiencies cited by roofing system manufacturer shall be reported to all parties and corrections recommended by Contractor are to be approved by Commissioner prior to the work.

### **3.4 PLANT MAINTENANCE**

A. General: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, adjusting and repairing trays or edging, resetting plants to proper elevations or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Replace growing medium that becomes displaced or eroded because of settling or other processes, prior to Acceptance.

C. Use only products and methods acceptable to membrane roofing manufacturer.

### **3.5 CLEAN UP**

- A. Throughout installation, keep all work surfaces clean from grit, dirt or debris. Use a broom, not a blower to sweep all surfaces. Do not sweep soil under edging. Following installation, remove all excess tools from the job site. Ensure that any damage that occurs as a result of the installation is brought to the attention of the project engineer and repaired.

### **3.6 COMPENSATION**

- A. Compensation will be based on the unit prices noted herein for bid line item 29 plus or minus the Contractor's proposed markup/discount for same. The price will include all plants, materials, labor, equipment, tools and transportation necessary to install system.

**END OF SECTION 02915**

## **Exhibit 12: Specification Section 02920 – Seeding (BID LINE ITEMS 30 AND 31)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Items 30 and 31 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:
  - 1. Kentucky Bluegrass Seed
  - 2. Salt Tolerant Grass Seed
  - 3. Tall Fescue Grass Seed
  - 4. Low Mow Grass Seed
  - 5. Topsoil
  - 6. Erosion Control Blanket
  - 7. Hydromulch
  - 8. Seed Installation
  - 9. Seed Maintenance

#### **1.3 SUBMITTALS**

- A. Manufacturer's Data: Submit to the Commissioner copies of manufacturer's suppliers data for all seed mixes. Fertilizers and other materials to be used in the installation of the seed.
- B. Topsoil Analysis Reports: A topsoil analysis report shall be submitted for all topsoil used, by a recognized soil test laboratory. The analysis shall include the percentages of clay, silt and sand, the percentage of organic matter and the level of the pH. The analysis shall also contain the amount of any chemicals detrimental to human health or plant life, and recommendations for improving the soil (See Item 2.2.). All testing and reports are to be at the Contractor's expense. The contractor must provide analysis reports for all topsoil and amended topsoil until approval from the Commissioner.

#### **1.4 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein, as noted in the Scope of Services.

### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Seeds shall be packaged for delivery in suitable bags in accordance with standard commercial practice. Each bag shall be tagged or labeled as required by appropriate laws. If it is necessary to store the seeds after their arrival on the work, they shall be stored in a waterproof building in such manner as to protect the seeds from deterioration.
- C. Comply with all Federal and State regulations concerning classification and transportation of fertilizers and materials.

### **1.6 SCHEDULING**

- A. Seeding Season: Seeding shall only be installed within the following dates:
  - 1. May 1<sup>st</sup> through June 15<sup>th</sup>
  - 2. September 1<sup>st</sup> through October 15<sup>th</sup>
- B. Special Conditions: When favorable weather conditions exist outside of the planting season, the Contractor may install seed when approved by the Commissioner.

### **1.7 ACCEPTANCE AND WARRANTY**

- A. Acceptance: After the seed has been established and all bare spots have filled in, the Contractor shall submit a written request for inspection for Acceptance to the Commissioner. For lawn grass seeding areas, the seeded areas must be mowed twice before requesting Acceptance. The request shall be submitted at least ten (10) days of the anticipated review. Seed installed later than October 15<sup>th</sup> will not be reviewed for Acceptance until the following spring. Upon inspection, the Commissioner shall prepare a punch list of outstanding or unacceptable items. After the items have been satisfactorily completed, the Commissioner will grant Acceptance.
- B. Warranty: Contractor shall warranty all seed from date of installation until Acceptance.

Without cost to the Commissioner, the Contractor shall replace all seeding that has not filled in or has died or burned out.

### **1.8 MAINTENANCE**

- A. Maintenance of seeding shall begin upon installation and shall become part of the maintenance contract.

Maintenance shall include watering, mowing if applicable, fertilizing and weeding. All fertilizers, pesticides and broadleaf herbicides must be organic and non toxic. The Contractor shall protect the seeding from construction damage. Seeding damaged prior to Acceptance, will not be accepted.

## **PART 2 – MATERIALS**

### **2.1 SEED**

- A. General: All seeds shall be guaranteed by the vendor to be true to name and variety. Whenever a particular origin is specified, all seeds furnished shall be guaranteed to be from that origin.
- B. Seeding Mixtures: The type of seeding to be installed will be as directed by the Commissioner. Seed types shall be applied using methods and application rates as recommended by the seed supplier. Additional seed or methods may be used if the Contractor believes it is necessary to achieve Acceptance. Seeding types include:
  - 1. Kentucky Bluegrass Seeding: “Field of Dreams Royal Blue” seed mix available from National Seed, Lisle, IL 888-963-7333. Install at a rate of 4 pounds per 110 s.y.
  - 2. Salt Tolerant Grass Seeding: “Greenskeeper Roadway Mixture” seed mix available from National Seed, Lisle, IL 888-963-7333. Install at a rate of 6 pounds per 110 s.y.
  - 3. Tall Fescue Seeding: “Dryspell Tall Fescue Blend” seed mix available from National Seed, Lisle, IL 888-963-7333. Install at a rate of 10 pounds per 110 s.f.
  - 4. Low Mow Seeding: “No Mow Lawn Mix” seed mix available from Prairie Nursery, Westfield, WI 800-476-9453. Install at a rate of 5 pounds per 110 s.y.

### **2.2 PULVERIZED TOPSOIL**

- A. Pulverized topsoil shall be fertile, friable sandy loam or loam pulverized topsoil comprised of 20%-50% silt, 30%-60% sand and 5%-20% clay. The pH level shall be between 6.0 and 7.2 and the topsoil shall have an organic matter content of between 3% and 8%. Topsoil shall be free of seeds, stones, large lumps, roots, sticks, leaves and debris, and shall not be delivered while in a frozen or muddy condition.
- B. A topsoil analysis must be submitted and approved before delivery of topsoil to the site. See Part 1.3, B of this Section for information on analysis.
- C. Salvaged topsoil from on-site clearing or excavation may be used if it meets the topsoil requirements. Contractor shall test and provide a soil analysis report on topsoil for approval. The testing analysis and report may be waived by the Commissioner, at their discretion.
- D. Topsoil or salvaged topsoil from the site that does not meet the topsoil requirements may be used if adequately amended. Topsoil analysis report should provide recommendations for bringing the topsoil within the required levels. Amended topsoil shall be tested and the analysis submitted for approval.

### **2.3 FERTILIZER**

- A. Fertilizer shall be uniform in composition, free flowing and suitable for application by mechanical spreader equipment. Fertilizers shall be delivered to the site in labeled, unopened containers in accordance with all applicable laws. Fertilizer containers shall contain the following information:

1. Name and address of manufacturer
  2. Name, brand or trademark
  3. Number of pounds of ready mixed product in container
  4. Chemical composition or analysis
  5. Guarantee of analysis
- B. Fertilizer shall be a 10-15-10 blend or similar depending upon soil test, with slow release nitrogen, and shall be installed at a rate of 36 pounds per 10,000 sq. ft. Fertilizer shall be organic or have a nutrient source derived from bio-solids.

#### **2.4 EROSION CONTROL BLANKET**

- A. Erosion control blanket shall be Curlex II Double Erosion Control Blanket, from American Excelsior, (800) 777-7645, or approved equal.

#### **2.5 HYDRO MULCH**

- B. Hydro mulch shall be Penn Mulch Seed Accelerator or approved equal.

### **PART 3 – EXECUTION**

#### **PREPARATION**

- A. Subsoil: Till subsoil to a depth of 4". Grade subsoil as needed to a uniform subgrade depth.
- B. Examine site for conditions that may pose a health problem for plants, such as inadequate drainage. Notify the Commissioner of any concerns prior to installing plants.
- C. Topsoil Installation: Install pulverized topsoil (if required) to the depth specified by the Commissioner.
1. After establishing rough grade, disperse fertilizer over topsoil by means of a mechanical spreader.
  2. Evenly till or disk the fertilizer into the top 4" of topsoil.
  3. Final grade topsoil to grades as directed by the Commissioner, and eliminating any undulations or irregularities.
  4. Verify grades prior to installing seed.

#### **INSTALLING SEED**

- A. Seed Bed Preparation: Preparation shall not be started until all stones, dirt clods, debris, and similar material larger than 1 inch in diameter have been removed and all other preparation requirements have been completed. The prepared surface shall be free from all weeds, clods, stones, roots, sticks, rivulets, gullies, crusting and caking.
- B. Seeding Method: Seeding must be mechanically installed. Prior to installation, calibrate seeders to sow seeds at half of total seeding rate. Once the seed has been installed, lightly rake the seed into the top ¼" of topsoil. Using the mechanical seeder, then sow the remaining half of seeds in a different direction or pattern.

- C. Rolling: Immediately after installing seed, all seeded areas, including slopes 3:1 or flatter, shall be rolled at right angles to the run-off with an appropriate roller or cultipacker to compact the seed bed and place the seed in contact with the soil. Slopes steeper than 3:1 need not be rolled.

## **MULCHING**

- A. For all seeded areas with a slope steeper than 3:1, install Erosion Control Blanket. Blanket shall be installed per manufacturer's recommendations.
- B. For all areas to be seeded with a slope of 3:1 or less steep, install hydromulch per manufacturer's direction.
- C. As areas are completed, seeded areas are to be thoroughly watered to a depth of 1". Apply water lightly to avoid water run-off and chance of washing seeds away.

## **SEEDING MAINTENANCE**

- A. Maintenance shall begin upon seed installation and become part of the maintenance contract.
- B. Maintenance shall consist of watering, weeding, fertilizing and mowing seeded areas. Initial mowing for Low Mow Grass areas shall begin when grass reaches a height of 6" and grass must be mowed to a height of 4". Subsequent mowings for Low Mow Grass areas are to take place monthly, maintaining a height of 4". Mowing for other lawn grass seeded areas must be completed with the seed reaches a height between 3 ½" and 4 ½", and shall be cut to a height of 3". Contractor shall maintain seeded grass areas and monitor for disease, insects and pests and take the necessary precautions to prevent damage as required under the Section 02940 Landscape and Irrigation Maintenance.

## **CLEAN UP**

- A. During the progress of work, the Contractor shall keep the premises broom clean at all times. They shall keep the site free from accumulation of debris and surplus materials and shall keep all driveways, parking lots and walkways clear. All rubbish and debris shall be removed from the site and legally disposed of.

### **3.6 COMPENSATION**

- A. Compensation will be based on the unit prices noted herein for bid line items 30 and 31 plus or minus the Contractor's proposed markup/discount for same. The price will include all materials, labor, equipment, tools and transportation necessary to install seed as described herein.

## **END OF SECTION 02920**

## **Exhibit 13: Specification Section 02921 – Sodded Lawn (BID LINE ITEMS 30 AND 31)**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. General and Special Supplementary Conditions.

#### **1.2 SUMMARY**

- A. Section includes descriptions of services and responsibilities listed under Bid Line Items 30 and 31 of the Comprehensive Landscape Services contract. Work under this item shall be as directed by the Commissioner and shall include:
  - 1. Kentucky Bluegrass Sod
  - 2. Tall Fescue Sod
  - 3. Salt Tolerant Sod
  - 4. Topsoil
  - 5. Sod Installation
  - 6. Sod Maintenance

#### **1.3 SUBMITTALS**

- A. Illinois Department of Agriculture Certificate: A copy of a current Nurseryman Certificate from the Department of Agriculture shall be submitted from each sod nursery, stating that the nursery has been inspected and is free from dangerous pests and plant diseases. Sod from nurseries without a valid certificate will not be accepted.
- B. Topsoil Analysis Reports: A topsoil analysis report shall be submitted for all topsoil used, by a recognized soil test laboratory. The analysis shall include the percentages of clay, silt and sand, the percentage of organic matter and the level of the pH. The analysis shall also contain the amount of any chemicals detrimental to human health or plant life, and recommendations for improving the soil (See Item 2.2.). All testing and reports are to be at the Contractor's expense. The contractor must provide analysis reports for all topsoil and amended topsoil until approval from the Commissioner.

#### **1.4 QUALITY ASSURANCE**

- A. The Contractor must possess and provide sufficient evidence of experience in the provision of similar landscape/irrigation maintenance and new work installation as defined herein, as noted in the Scope of Services.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Protect and cover sod during shipping and handling.

- B. Comply with all Federal and State regulations concerning classification and transportation of plants and materials.
- C. All sod must be delivered to the site within 12 hours of being harvested.

#### **1.6 SCHEDULING**

- A. Sod Installation Season: Sod shall only be installed between April 1<sup>st</sup> and November 15<sup>th</sup>.
- B. Special Conditions: When favorable weather conditions exist outside of the sod installation season, the Contractor may install sod when approved by the Commissioner.

#### **1.7 ACCEPTANCE AND WARRANTY**

- A. Acceptance: After the sod has firmly rooted and has been mowed at least twice, the Contractor shall submit a written request for inspection for Acceptance to the Commissioner. The request shall be submitted at least ten (10) days prior of the anticipated review. Sod installed later than October 15<sup>th</sup> will not be reviewed for Acceptance until the following spring. Upon inspection, the Commissioner shall prepare a punch list of outstanding or unacceptable items. After the items have been satisfactorily completed, the Commissioner will recommend Acceptance.
- B. Warranty: Contractor shall warranty all sod from date of installation until Acceptance.
  - 1. Without cost to the Commissioner, the Contractor shall replace all sod sections that have browned or dried out.
  - 2. The Contractor shall make all necessary corrections to level uneven areas and eliminate gaps in between sections.

#### **1.8 MAINTENANCE**

- A. Maintenance of sod shall begin upon installation and shall become part of the maintenance contract.
  - 1. Maintenance shall include watering, mowing, fertilizing and weeding. All fertilizers, pesticides and broadleaf herbicides must be organic and non-toxic.
  - 2. The Contractor shall protect sod from vandalism, construction damage, weather and animal damage. Sod damaged prior to Acceptance, will not be accepted.

### **PART 2 – MATERIALS**

#### **2.1 SOD**

- A. General:
  - 1. Kentucky Bluegrass Sod: Bluegrass sod shall contain a mix of 3 or more bluegrass varieties and shall be comprised of 100% bluegrass seeds.

2. Tall Fescue Sod: Fescue sod shall be "RTF (Rhizomatous Tall Fescue) Water Saver Sod" or "Black Beauty Sod".
3. Salt Tolerant Sod: Salt tolerant sod shall from a seed mix that contains a minimum of 30% Fult's Puccinella Distans grass and a minimum of 20% Hard or Creeping Red Fescue.

Sod shall be "Certified Sod", and shall have been grown and harvested at a sod nursery within sixty (60) miles of the airport.

Sod shall be well rooted in a mineral soil base. Peat based sod is not acceptable.

Each sod section shall be well covered with grass without gaps, and free of weeds.

- B. Thickness: Sod shall be machine cut to a uniform soil thickness of 1", at time of cutting.
- C. Section Size: Individual sections of sod shall be cut to the nursery's standard width and length. Maximum allowable deviation from standard widths and lengths shall be 5%. Broken or uneven sod sections will not be accepted.
- D. Moisture Content: Sod shall not be harvested or transplanted when moisture content is excessively dry or wet, and it may adversely affect its chance of survival.
- E. Sod Strength: Standard sections of sod shall be strong enough to support their own weight and retain their size and shape when suspended vertically with a firm grasp on the upper 10% of the section.
- F. Time Limitations: Sod shall be installed within 12 hours of delivery to the site or within 24 hours of being harvested.

## **2.2 PULVERIZED TOPSOIL**

- A. Pulverized topsoil shall be fertile, friable sandy loam or loam topsoil comprised of 20%-50% silt, 30%-60% sand and 5%-20% clay. The pH level shall between 6.0 and 7.2 and the topsoil shall have an organic matter content of between 3% and 8%. Topsoil shall be free of seeds, stones, large lumps, roots, sticks, leaves and debris, and shall not be delivered while in a frozen or muddy condition.

A topsoil analysis must be submitted and approved before delivery of topsoil to the site. See Part 1.3, B of this Section for information on analysis.

Salvaged topsoil from on-site clearing or excavation may be used if it meets the topsoil requirements. Contractor shall test and provide a soil analysis report on topsoil for approval. The testing analysis and report may be waived by the Commissioner, at their discretion.

Topsoil or salvage topsoil from on site that does not meet the topsoil requirements may be used if adequately amended. Topsoil analysis report should provide recommendations for bringing the topsoil within the required levels. Amended topsoil shall be tested and the analysis submitted for approval.

## **2.3 FERTILIZER**

- A. Fertilizer shall be uniform in composition, free flowing and suitable for application by mechanical spreader equipment. Fertilizers shall be delivered to the site in labeled,

unopened containers in accordance with all applicable laws. Fertilizer containers shall contain the following information:

1. Name and address of manufacturer.
  2. Name, brand or trademark.
  3. Number of pounds of ready mixed product in container.
  4. Chemical composition or analysis.
  5. Guarantee of analysis.
- B. Fertilizer shall be a 10-15-10 blend or similar, with slow release nitrogen, and shall be installed at a rate of 36 pounds per 10,000 sq ft. Fertilizers shall be organic or have a nutrient source derived from bio-solids.

## **PART 3 – EXECUTION**

### **3.1 PREPARATION**

- A. Subsoil: Till subsoil to a depth of 4". Grade subsoil as needed to a uniform subgrade depth.
- B. Examine site for conditions that may pose a health problem for plants, such as inadequate drainage. Notify the Commissioner of any concerns prior to installing plants.
- C. Topsoil Installation: Install pulverized topsoil (if required) to the depth directed by the Commissioner.
1. After establishing rough grade, disperse fertilizer over topsoil by means of a mechanical spreader.
  2. Evenly till or disk the fertilizer into the top 4" of topsoil.
  3. Final grade topsoil to grades as directed by the Commissioner, and eliminating any undulations or irregularities.
  4. Verify grades prior to installing sod.

### **3.2 INSTALLING SOD**

- A. Sod shall be installed when the topsoil is in a workable condition and the air temperature is less than 90 degrees F. Sod shall not be placed when the ground surface is frozen, in a muddy condition or during an extended drought.
- B. On days where the daytime high is above 70 degrees F, the topsoil shall be lightly irrigated immediately prior to laying the sod.
- C. The first row of sod shall be laid in a straight line with subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered to promote uniform growth and strength. Care shall be exercised to insure that the sod is not stretched or overlapped and that all joints are butted tight in order to prevent voids or gaps. Cut sod pieces for ends and corners, with pieces that are a minimum of 12" wide.
- D. On slopes, sod shall be laid starting from the bottom and placed with the longer dimension parallel to the contours of the slope. The exposed edged sod shall be buried flush with

the adjacent sod. On steeper slopes where sod may be displaced during sod installation, workmen shall work from ladders laid horizontally or treaded planks.

- E. In ditches, sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch.
- F. In ditches and on slopes 2:1 or steeper, sod shall be staked. Stakes shall be lath or similar biodegradable material, pointed, and driven with the flat side against the slope. There shall be at least 4 stakes per square yard, with the stakes driven 6" into the ground, leaving approximately ½" of the top above the ground. Metal stakes are prohibited.
- G. Contractor shall lightly water sod immediately after installation. As areas are completed, the entire area is to be rolled with a water weight roller of 250 pounds or more. Once rolled, sod shall be thoroughly watered to a depth of 2".

### **3.3 SOD MAINTENANCE**

- A. Maintenance shall begin upon installation of sod and become part of the maintenance contract.
- B. Maintenance shall consist of watering, weeding, fertilizing and mowing sod. Mowing must begin when the sod reaches a height between 3 ½" and 4 ½", and shall be cut to a height of 3". Contractor shall maintain sodded lawns and monitor for disease, insects and pests and take the necessary precautions to prevent damage as required under the Section 02940 Landscape and Irrigation Maintenance.

### **3.4 CLEAN UP**

- A. During the progress of work, the Contractor shall keep the premises broom clean at all times. They shall keep the site free from accumulation of debris and surplus materials and shall keep all driveways, parking lots and walkways clear. All rubbish and debris shall be removed from the site and legally disposed of.

### **3.5 COMPENSATION**

- A. Compensation will be based on the unit prices noted herein for bid line items 30 and 31 plus or minus the Contractor's proposed markup/discount for same. The price will include all materials, labor, equipment, tools and transportation necessary to install sod as described herein.

**END OF SECTION 02921**

## **Exhibit 14: Specification Section 02950 – Unspecified Landscape Material Items (BID LINE ITEM 34)**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

Section includes supplying materials listed under Bid Line Items 34 of the Comprehensive Landscape Services contract. These are items not currently listed under a different line item and are for use at either or both Airports. Items may include hanging basket bowl liners, nursery containers, snow fencing material, posts, stakes, etc. Installation of items purchased under this line item will either be provided via City employees, other contractors or via the labor line items at the hourly rates proposed by the Contractor on the proposal pages for either new or replacement work depending upon the nature of the item purchased.

All materials furnished by the Contractor for repair services and emergency repair services, as ordered and accepted by the Commissioner, will be billed by the Contractor at the marked-up costs as proposed on **Bid Line Item 34** of the proposal pages. The percentage mark-up must not exceed eight percent (8%). The percentage mark-up will remain constant throughout the contract term and any extension periods that the City may elect to exercise. All proposals for Work will include a breakdown of required materials and/or parts

All costs associated with supplying of parts for repair and emergency repair services are included in the mark up. The Contractor shall submit a proposal to the Commissioner for any Repair Work required. The Contractor shall not proceed with any repair work until authorized by the Commissioner in the form of a written Purchase Order Release **unless** the work is of an emergency nature and does not contain a part in excess of \$5,000, in which case the Commissioner may provide verbal approval to proceed with the emergency repair and then follow up with a written Purchase Order Release within three (3) calendar days of the emergency request.

In the event any individual item exceeds \$5,000 in Contractor's cost, the Contractor must obtain written authorization from the Commissioner prior to ordering the part. The Contractor must supply a written proposal to the Commissioner requesting such approval which must include documentation to show the Contractor's cost and contain multiple price quotes or in the case that multiple proposals are not possible to obtain, explain why only one supplier quote is being provided. The City approval will be in the form of a letter signed by the Commissioner listing the part and its approved price. The City will include a copy of this executed letter in its Purchase Order Release for that work.

Materials will be invoiced by the Contractor at a mark-up over actual verifiable costs, paid by the Contractor to the Supplier. The Contractor will furnish with its bid the percentage mark-up.

The Contractor's cost for materials charged to the City cannot exceed any retail or commercially published price list or any price quoted to the City for the same or equal material, replacement part, component and/or accessory from a bona fide supplier. The Contractor must provide invoices from their suppliers to substantiate pricing.

The Contractor's cost for materials, i.e. the actual price the Contractor paid for the specific materials, replacement parts, components and accessories must accompany the invoice sent to the CDA in the form of an invoice from the Contractor's supplier to the contractor. However, if, for example, the Contractor's cost for materials was part of a bulk purchase made by the Contractor for the Contractor's own inventory, then the Contractor must provide a copy of that bulk purchase invoice. When invoicing, the Contractor's cost billed to the City may include the part supplier's cost to have the item shipped from the material supplier to the Contractor's facility, however if the part is shipped directly to the Airport by the supplier the City will not pay the shipping cost.

The City reserves the right to buy parts, components and assemblies either without or without service to be installed by the City's employees or other contractors.

It is the Contractor's responsibility to ensure the City is getting the most competitive price available for materials, replacement parts, components and/or accessories that the Contractor purchases or uses in conjunction with this Contract.

The City reserves the right to supply materials and/or parts for installation by the Contractor. The Contractor will invoice the City for Labor.

**1.2 SUBMITTALS:**

- A. Submit manufacturer's product data.

**1.3 DESCRIPTION OF WORK:**

- A. The work consists of furnishing and delivery of materials.

**1.4 WARRANTY:**

- A. All items supplied under this section shall be warranted by the Contractor to be free from defects in workmanship and materials and he shall replace or repair any of said defective work or material upon written notice from the Commissioner. Said warranty shall be for a period of 1 year from the date of acceptance of the completed work by the Commissioner.

**1.5 GENERAL REFERENCE:**

- A. Work under this section shall be in accordance with applicable provision of manufacturer's standard specifications for that item.

**PART 2 - PRODUCTS**

**2.1 SUBMITTALS**

- A. Submit manufacturer's technical data for each manufactured product. Submit shop drawings showing complete information for fabrication, if applicable. Include installation details. The Commissioner shall approve all materials.

**PART 3 - EXECUTION**

**3.1 INSTALLATION:**

- A. Mark location in the field for approval by the Commissioner prior to the work.
- B. Install per manufacturer's directions at approved locations.
- C. Installation may be done by the Contractor or CDA. This will be determined by the Commissioner.

**3.2 REMOVAL OF EQUIPMENT AND MATERIALS:**

- A. Remove equipment, materials and excess excavation from the site immediately after work is completed.

**3.03 COMPENSATION**

- A. Compensation for bid line items 34 will be based on the bid markup over cost in proposal pages. The mark up proposed by the Contractor on the Proposal Page may not exceed eight percent (8%). Installation of the unspecified landscape Material Item will be compensated under the general labor line.

**END OF SECTION 02950**

## **Exhibit 15: Specification Section 02960 – Winter Landscape Maintenance (BID LINE ITEMS 35 & 36)**

### **PART 1 – GENERAL**

#### **1.1 DESCRIPTION**

- A. Winter landscape maintenance shall include all labor, materials and methods required to monitor, maintain and protect the landscape plantings, hardscape amenities, decorative stone and lawn areas included in this contract during the winter months of December through February. The foraging of urban wildlife and rodents can cause significant damage and the Contractor is responsible for mitigating damage and reporting rodent activities to the Commissioner. Severe weather conditions like wind, snow and ice can cause damage as well as roadway salt.
- B. This section includes descriptions of services and responsibilities listed under Bid Line Items 35 and 36 of the Comprehensive Landscape Services contract.

#### **1.2 QUALITY ASSURANCE**

- A. Refer to Article 5.6a Service Days During Winter Coverage under Scope of Work and Detailed Specifications.
- B. The Superintendents at both Airports will inspect the landscaping at their respective Airports at a minimum of twice a week. Additional inspections may be required following severe weather events.
- C. Perform all work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work.
- D. The Contractor agrees to obtain and pay for all licenses and permits required by Federal, State and local authorities that are necessary for the legal conduct of their business, including the transportation and installation of all agricultural chemicals.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. All materials unless otherwise indicated shall be provided by the Contractor. There is a designated Landscape Yard at each Airport and all materials and equipment will be stored in those locations.

#### **2.2 SUBMITTALS**

- A. Winter Protection Plan
  - 1. The Contractor shall provide a winter protection plan showing areas that will need snow fencing installed, urban wildlife and rodent mitigation based on plant knowledge, visual observation and activity noted during the growing seasons.
  - 2. The Contractor shall become familiar with types of planting at both Airports and their winter vulnerabilities, particularly of any new or replacement plants that are not fully established.
  - 3. The Winter Protection Plan shall be submitted to the Commissioner by **October 1** of each year during the term of this contract.

B. Reporting

1. The Contractor shall provide a written weekly inspection report.

List areas inspected, condition of snow fence, and corrective action taken and/or required.

List areas of noted wildlife activity and damage. Note corrective action taken and/or required.

List areas of noted rodent activity and damage and notify CDA Commissioner.

Recommend any changes to the winter protections plan based on field observations.

2.3 **EQUIPMENT**

- A. The Contractor shall provide all vehicles, equipment and tools necessary to perform all maintenance work in this contract. These may be owned or leased.

**PART 3 – EXECUTION**

2.4 **SNOW FENCE**

- A. The Contractor shall inspect all snow fence installations at a minimum of once a week. Additional inspections are required following severe weather events.
- B. Any loose fabric or posts will be resecured to maintain protection at no additional cost to the City.
- C. Any damage caused by weather conditions shall be corrected at no additional cost to the City.
- D. The Contractor shall provide a proposal using bid lines 34 Unspecified Landscape Material Items and 32 General Labor Replacement Work for repairing damage caused by others; vehicles and equipment.

2.5 **RODENT AND URBAN WILDLIFE CONTROL**

- A. Monitor regularly and identify rodents and urban wildlife in the landscaped during 3 winter months to mitigate potential damage to existing landscaping. Look for animal track tracks and their patterns around the site and holes dug in the snow.
- B. Rodents are defined as mice, rats and voles. Contractor is not required or expected to catch or remove rodents from the landscaped areas. Contractor shall immediately notify the CDA of any evidence of rodent activity in the existing landscaping and the CDA will deploy its rodent control contractor to address the situation.
- C. Urban wildlife is defined as rabbits, skunks, raccoons, squirrels and possums. Contractor is responsible for the mitigation, removal or relocation of urban wildlife in a humane manner. Any trapping devices must be tagged per DNR requirements and inspected once every 24hours, at a minimum, and any trapped wildlife removed from the premises.
- D. Any damage to existing landscaping due to unmonitored and/or unreported rodent activity or unmitigated urban wildlife activity must not impact the plant's natural form and cannot exceed 15%. Otherwise, the Contractor is responsible for replacing damaged plants. Any damage to the bark which causes girdling is unacceptable and Contractor is responsible for plant replacement. Plant replacement that is required due to rodent/urban wildlife damage shall be replaced per the direction of the CDA Commissioner and shall be done at no additional cost to the City.

2.6 **MAINTENANCE**

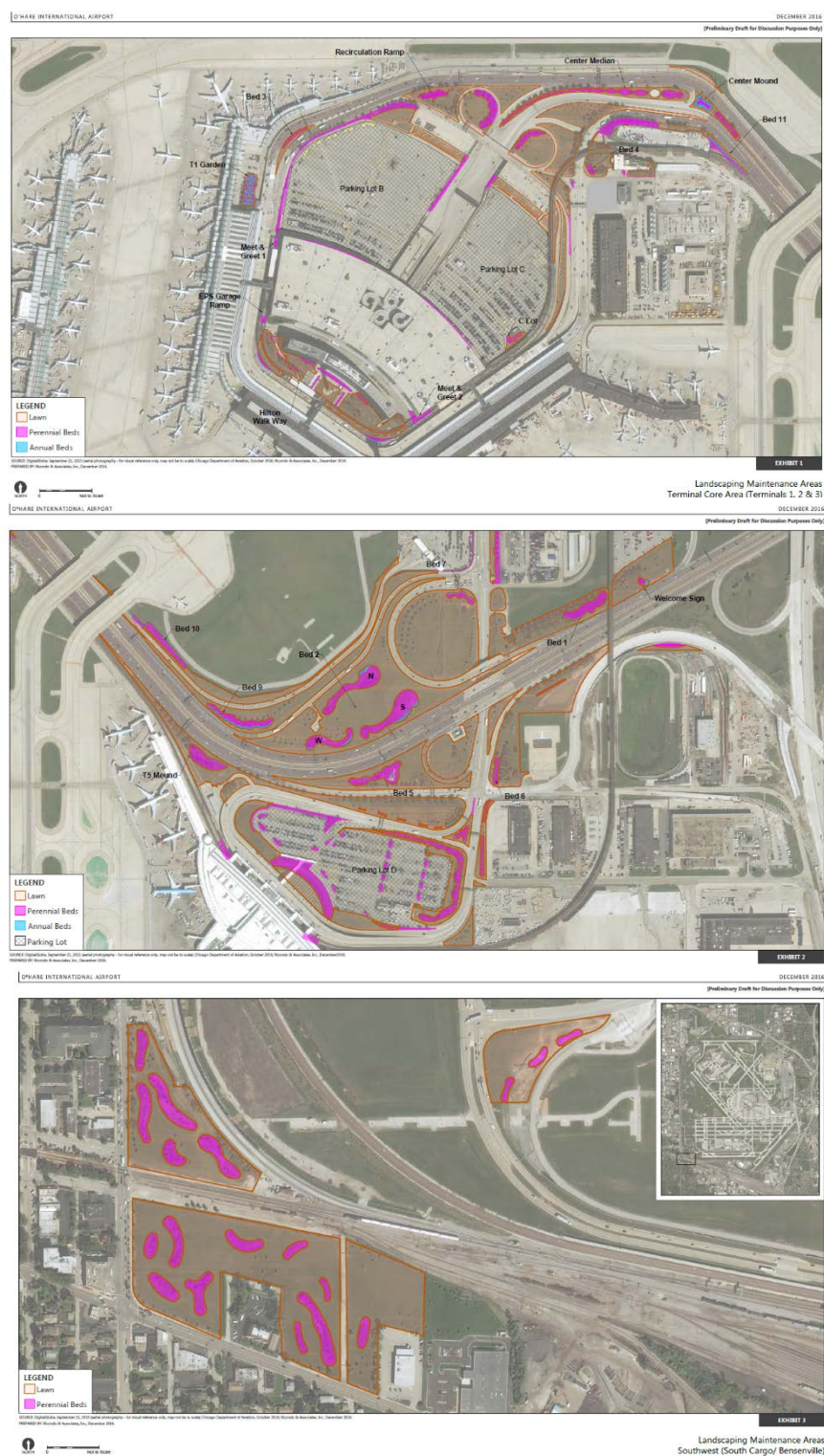
- A. Inspect landscaping at a minimum once a week for winter damage and report to the Commissioner. Provide recommendations to remedy the damage and mitigate further winter impacts.
- B. Prune and remove any broken branches or limbs and dispose of off-site in a responsible manner.
- C. Pick up and dispose of off-site, any downed branches or limbs.
- D. Pick up and dispose of off-site, any litter or debris found trapped by the snow fencing.
- E. Inspect planters for winter or snow plow damage. Notify the CDA Commissioner of any major cracks or damage and if any planters have been moved out of place.

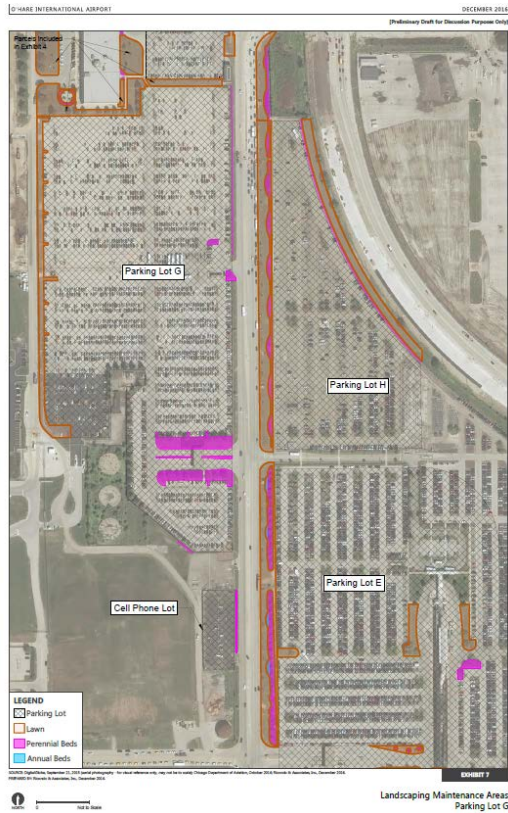
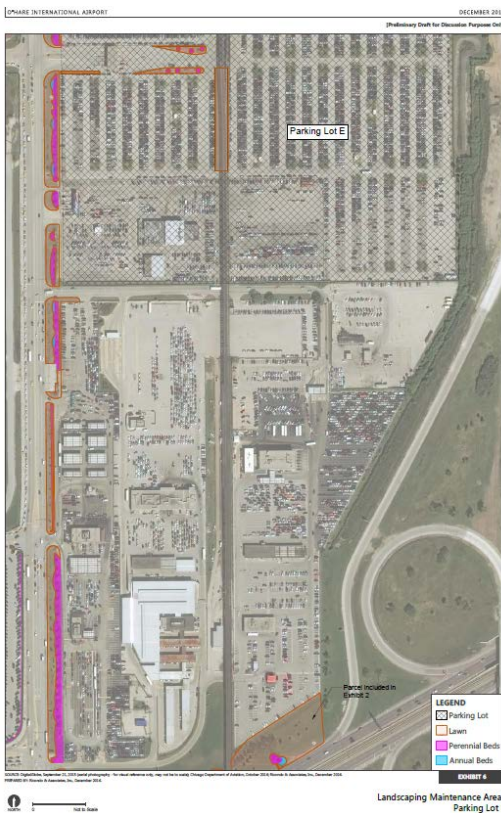
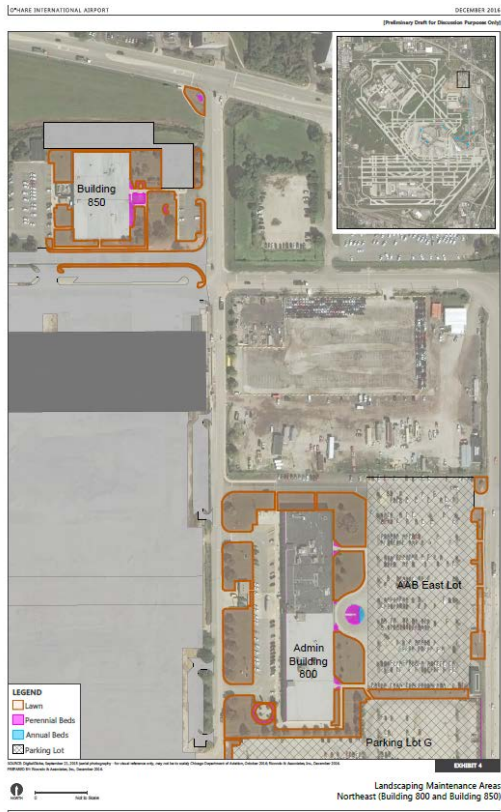
2.7 **COMPENSATION**

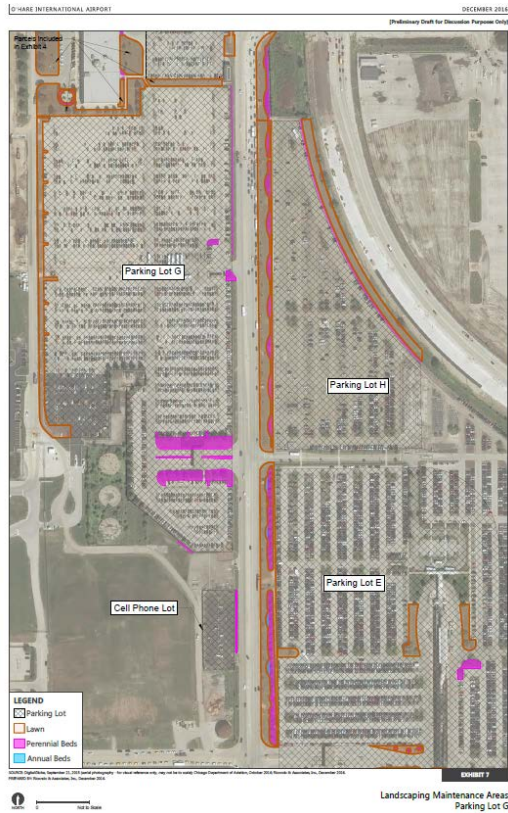
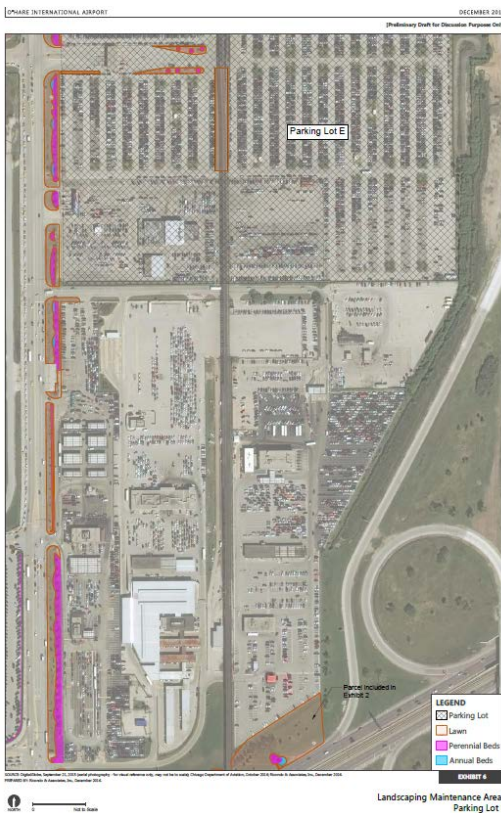
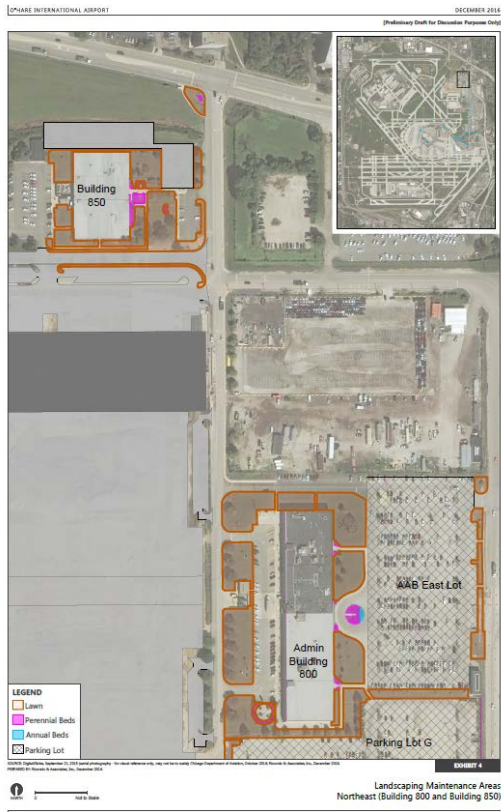
- A. Compensation will be based on a three month cost as proposed by the Contractor on Bid line 35 for O'Hare and Bid Line 36 for Midway on the proposal pages. Contractor will invoice each Airport with 3 equal monthly invoices beginning no earlier than January 1 of each year.

**END OF SECTION 02960**

Exhibit 16: Site Maps for O'Hare International Airport Landscape Maintenance









**O'hare Consolidated Rental Car Facility**

**LEGEND**

- Green Roof
- Lawn



**EXHIBIT 8**

**Landscaping Maintenance Areas**

**Green Roof Buildings**

## Exhibit 17: Site Map for O'Hare International Airport Irrigation

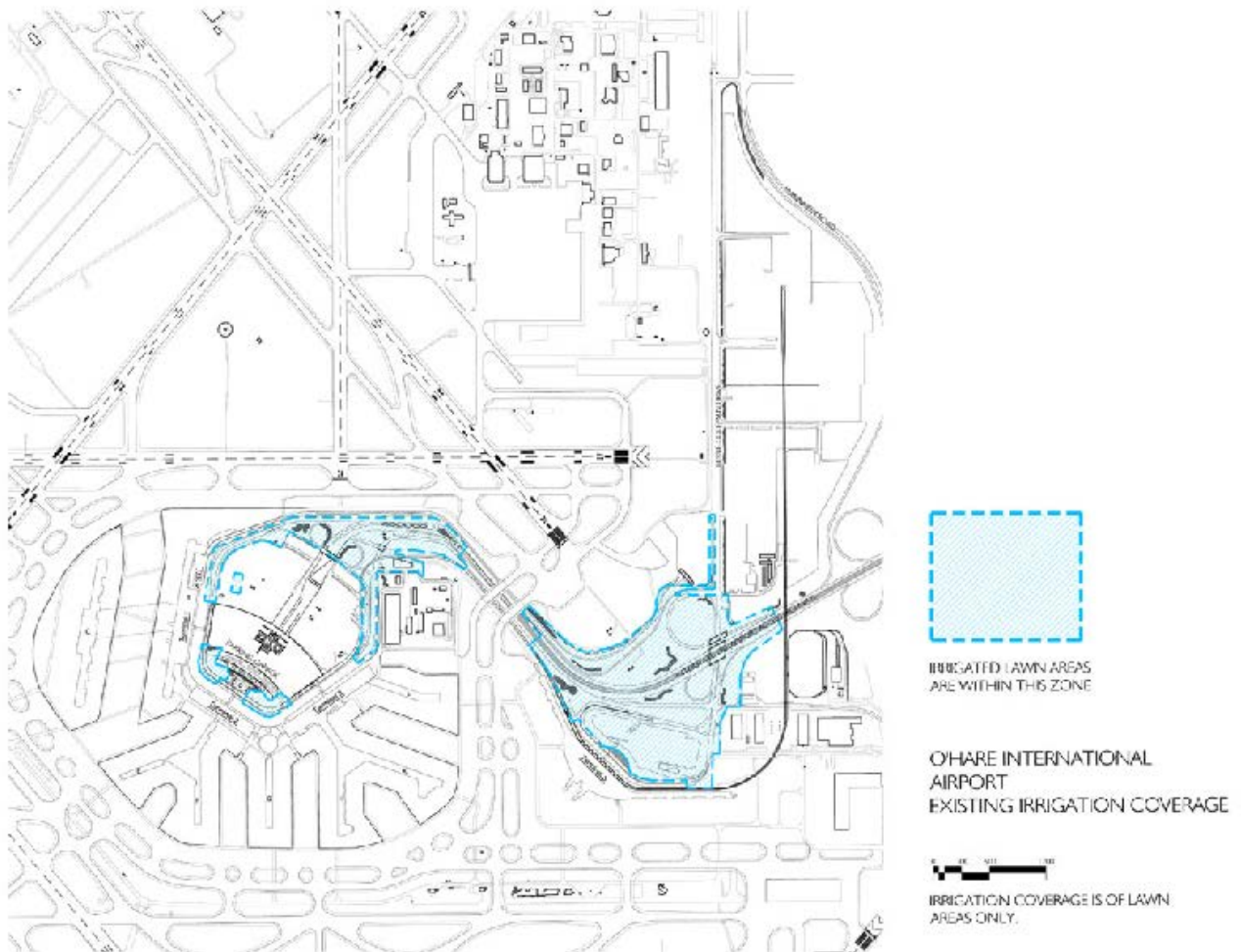
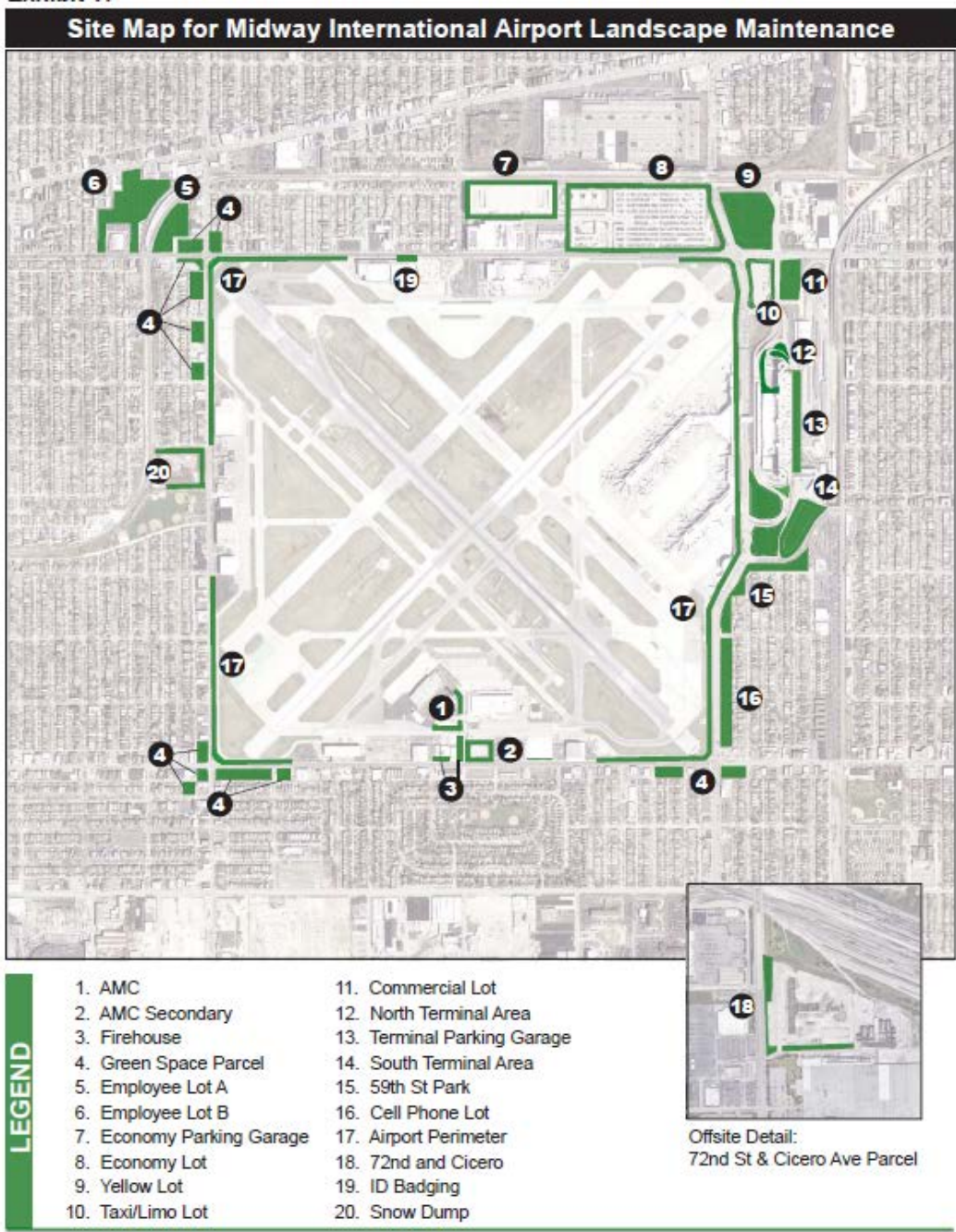


Exhibit 18: Site Map for Midway International Airport Landscape Maintenance



**Exhibit 19: Site Map for Midway International Airport Irrigation**



**Exhibit 20: Specification Section 02905 – Sustainable Airport Landscape – Applies to both Airports.**

## **SUSTAINABLE AIRPORT LANDSCAPING**

### **SECTION 02905**

*{Instruction to Consultants: The Master Specification must only be considered to be general guidelines as it is not prepared for a Specific Project. If the items described in the Master Specification do not match the items actually going to be used in a Specific Project, then the Consultant must add new text or modify the existing text so that the final Specification is fully coordinated and consistent with the Contract Drawings. The Master Specification must not be considered complete. Additions and deletions necessary to make it Project specific are required from the Consultant.}*

*The Consultant may modify the Master Specification Section as required by the scope and nature of the Specific Project. The general format and general statements of the various Sections must remain unchanged. The Consultant must modify and finalize the footer to identify the Specific Project as to name of Project, Project number, and issued for/issue date.}*

#### **PART 1      GENERAL**

##### **1.01   SUMMARY**

- A.    The CDA/O'Hare Modernization Program (OMP) has made sustainable design a major priority. One component of the sustainable design at O'Hare (ORD) includes sustainable landscaping. The key focus of the landscaping design elements is that it is aesthetically pleasing and at the same time, low maintenance, ecologically and financially sustainable yet does not compromise Airport security and aircraft safety.
- B.    This Specification supersedes the Chicago Landscape Ordinance (Chapter 17-11). Airport sensitive issues such as aircraft safety, which are not addressed in the Chicago Landscape Ordinance and in some cases contradict aircraft safety concerns, are to be addressed using this Specification Section. These standards are applicable to all ORD property.
- C.    CDA/OMP requirements for sustainable landscaping at ORD are based primarily on FAA Advisory Circular No. 150/5200-33 (latest revision) which discusses wildlife issues at or near Airports and the Cleary and Dolbeer document titled "Wildlife Hazard Management at Airports" with additional supporting documentation provided in 1.04 of this Section. This Specification Section is closely related to the sustainability requirements from the sustainable design categories as defined in the Chicago Department of Aviation Sustainable Airport Manual (SAM). These categories include, but may not be limited to, the following sustainable design categories:

1. Credit 2.1 - Construction Activity Pollution Prevention.
  2. Credit 2.5.1 - Stormwater Design, Quantity Control.
  3. Credit 2.5.2 - Stormwater Design, Quality Control.
  4. Credit 2.6.1 - Landscape & Exterior Design to Reduce Heat Islands, Non-Roof.
  5. Credit 2.6.2 - Landscape & Exterior Design to Reduce Heat Islands, Roof.
  6. Credit 3.3 - Water Efficient Landscaping.
  7. Credit 8.0 - Innovation in Design/Construction.
- D. This Specification applies to all ORD property. All landscaping within ORD property boundaries falls into the following two categories:
1. Landside – This area includes all public and private roadways and buildings that are not within the Aircraft Operation Area (AOA) which is delineated by the perimeter security fence. This includes but is not limited to the I-190 corridor, Mannheim Road, Irving Park Road, York Road, Mt. Prospect Road, Touhy Avenue, Bessie Coleman Drive, Taft Road, Zemke Road and other roadways, private drives that are arterial to these public roads, and all buildings outside the AOA, such as the Post Office, the AMC Buildings, and remote parking areas. Facilities, such as the Airport terminals, that are partially within the AOA are to be considered Airside (see 1.01.D.2) except for the Landside approaches to the terminals and their associated parking structures.
  2. Airside – This encompasses all the areas within the AOA not covered by 1.01.D.1. All buildings and structures within the AOA fall into this category. This includes but is not limited to the terminals, air traffic control towers, cargo facilities, hangar facilities, maintenance facilities and yards, parking lots, and areas adjacent to runways, taxiways, and Airport perimeter areas within the AOA security fence.
- E. Abbreviations
1. ALP – Airport Layout Plan
  2. AOA – Aircraft Operations Area

3. CDOT – Chicago Department of Transportation
4. CDA – Department of Aviation
5. FAA – Federal Aviation Administration
6. OMP – O'Hare Modernization Program
7. ORD – O'Hare International Airport
8. SAM – Sustainable Airport Manual (latest version)
9. USDA – United States Department of Agriculture

F. Definitions

1. AOA – The AOA includes all areas within the perimeter security fence line as shown on the ALP.
2. Airside – Airside includes all areas in the AOA.
3. Landside – Landside includes all areas outside of the AOA (i.e. non-Airside areas). That is all areas outside the perimeter security fence.

1.02 SECTION INCLUDES:

- A. Work under this Section is subject to the requirements of the Contract Documents.
- B. This Section provides the landscaping selection criteria to be applied to the Airport areas as described in 1.01.C. The Chicago Landscape Ordinance (Chapter 17-11) shall be applicable except when superseded by criteria in this Section. CDA/OMP reserves the right to approve or deny any plant species or landscape feature proposed that is not specified herein.

1.03 RELATED WORK:

- A. As specified in the following divisions:
  1. Division 1 - General Requirements
  2. Division 2 – Site Work
  3. Division 2 – Plant Preparation
  4. Division 2 – Exterior Plants

5. Division 2 – Seeding
6. Division 2 – Sodding
7. Division 2 – Top Soil
8. Division 7 – Green Roof Systems

#### 1.04 REFERENCES:

- A. Cleary, E.C. and R.A. Dolbeer. July 2005. "Wildlife Hazard Management at Airports", FAA and USDA, 2<sup>nd</sup> ed.
- B. Washburn, B.E. and T.W. Seamans. 2004. "Management of Vegetation to Reduce Wildlife Hazards at Airports." FAA Worldwide Airport Technology Transfer Conference
- C. "Hazardous Wildlife Attractants on or Near Airports." July 27, 2004. FAA Advisory Circular No. 150/5200-33A.
- D. "Airport Landscaping for Noise Control Purposes." January 31, 1978. FAA Advisory Circular No. 150/5320-14.
- E. United States Department of Agriculture (USDA), Natural Resources Conservation Service. Plant Database.
- F. University of Illinois Extension Service.
- G. The Chicago Landscape Ordinance – Applicable Sections or referenced by CDA Landscape Standards.
- H. "List of Native Trees for Use Along Roadsides in Illinois". Illinois Natural History Survey, Center for Biodiversity.
- I. "Trees and Shrubs That Attract Birds". The Morton Arboretum, Lisle Illinois.
- J. Barras, S.C. and T.W. Seamans. 2002. "Habitat Management Approaches for Reducing Wildlife Use at Airports." Proc. 20<sup>th</sup> Vertebr. Pest Conf. (eds. R.M. Timm and R.H. Schmidt) University of California – Davis, pp. 309-315.
- K. "List of Native Plants for Northeastern Illinois". Conservation@Home Program, The Conservation Foundation, Naperville, Illinois.  
[www.theconservationfoundation.org](http://www.theconservationfoundation.org).

- L. Catalog and Growing Guide, 2005. Prairie Nursery, Westfield, Wisconsin.
- M. Wisconsin Dept. of Transportation. "Standard Specifications for Airport Construction". Specifiers' Guide Phase II, December 22, 1999.
- N. Chicago Department of Transportation, Division of Infrastructure Management. "Roadway Plant List", 5th ed.

## PART 2 CRITERIA

### 2.01 BASIC REQUIREMENTS:

- A. The three main criteria for sustainable landscaping at ORD for both Airside and Landside areas are:
  - 1. **Minimize Wildlife Hazards** – The landscaping criteria at ORD are intended to minimize wildlife hazards with particular emphasis on large birds (e.g. waterfowl, gulls, raptors), small mammals that may attract raptors, and small birds that congregate into large flocks (e.g. blackbirds, starlings). In general, landscape that provides food or shelter to these types of birds and small mammals is to be avoided. A list of plant species that are not to be used at ORD is presented in 2.01B. Note that this list is not inclusive of all unacceptable species. Specific guidelines are as follows:
    - a. No evergreen trees or shrubs allowed. This includes but is not limited to Junipers (*Juniperus sp.*), Spruces (*Picea sp.*), Pines (*Pinus sp.*), Yews (*Taxus sp.*), and Arborvitae (*Thuja sp.*).
    - b. Densely branched or densely foliated trees are not allowed. This includes but is not limited to Maples (*Acer sp.*), Linden (*Tilia americana*), and Cypress (*Taxodium sp.*).
    - c. Trees must be spaced apart at such distances that do not allow their canopies to grow together. The minimum distance between trunk centerlines for trees will be equal to one and a half times the spread/width of the crown of the tree at maturity (i.e. two trees that have a 30' spread at maturity cannot be placed closer than 45' between each trunk centerline). When two different tree species are placed near each other, the tree with the larger canopy width at maturity must be used to calculate the minimum distance.

- d. Trees, shrubs, and plants that produce wildlife edible fruit and seeds or provide palatable forage for grazing animals are not allowed. Non-fruiting or male plants of a given species may be allowed in some cases, subject to approval by the Commissioner.
  - e. No trees, shrubs, or other woody vegetation is permitted within 600' of the centerline of an active runway or taxiway (per FAA Advisory Circular 150/5320-14)
  - f. No ornamental water features are allowed (e.g. fountains, ponds, pools, etc.).
2. **Increase Landscape Sustainability** – In concert with wildlife management, Airport landscaping must be low-maintenance and environmentally sound.
- a. Plants that have little or no maintenance requirements are to be used. Plants that minimize or eliminate fertilization, mowing, pest control, and irrigation are to be used whenever possible.
  - b. Wherever possible, plants native to the Midwest region of the United States are to be used. Exceptions, when noted, are subject to CDA/OMP review for approval.
3. **Safety and Security** – All Airport safety and security protocols related to the placement of landscape features must be adhered to in all cases. This may include sight lines for security-sensitive areas (i.e. guard posts) and the line-of-sight for the air traffic control towers and runway approaches.
- B. Plants that will not be allowed for use at ORD include, but are not limited to, the list presented below. The Commissioner reserves the right to approve or reject any proposed species not listed herein.

**TABLE 1**  
Unacceptable Plant Species for Use at ORD

Botanical Name	Common Name	Concern	Source
<b>Trees and Shrubs</b>			
<i>Abies sp.</i>	Fir	Shelter, roosting site, nesting site	6
<i>Acer sp.</i>	Maples	Nesting, roosting site due to dense foliage and branching	1
<i>Amelanchier sp.</i>	Serviceberry	Fruit	1, 6

TABLE 1

Unacceptable Plant Species for Use at ORD

Botanical Name	Common Name	Concern	Source
<i>Aesculus glabra</i>	Ohio Buckeye	Dense foliage, prodigious litter producer (twigs, fruit, leaves)	
<i>Cornus sp.</i>	Dogwoods*	Fruit* except Red Twig Dogwood ( <i>Cornus sericea</i> ) with limitations	1, 6
<i>Crataegus sp.</i>	Hawthorns	Fruit, shelter	1, 6
<i>Elaeagnus sp.</i>	Oleaster or Olive (Russian, Autumn, etc.)	Fruit, Shelter – aggressive invasive	6
<i>Ilex sp.</i>	Holly *	Fruit, shelter *except Inkberry "Chamzin" (Nordic ®) <i>Ilex glabra</i> ; non-fruiting thin-leaved canopy	2, 6
<i>Juniperus sp.</i>	Junipers *	Shelter, nesting site, shelter *Limited exceptions for low-growing forms (see IL preferred Airport Plants list)	1, 6
<i>Lonicera sp.</i>	Honeysuckle	Fruit, shelter	6
<i>Malus sp.</i>	Apples and Crabapples	Fruit, shelter, "Spring Snow" variety is sterile but still has roosting concern when mature	1, 6
<i>Morus sp. Broussonetia papyrifera</i>	Mulberry	Fruit, shelter	6
<i>Picea sp.</i>	Spruces	Shelter, roosting site, nesting site	1, 6
<i>Pinus sp.</i>	Pines	Shelter, roosting site, nesting site	1, 6
<i>Prunus sp.</i>	Cherries*	Fruit* except Purple Leaf Sand Cherry ( <i>Prunus cistena</i> ) with limitations and <i>Prunus serrulata</i> "Mt. Fuji or Shirotae" varieties only	1, 6
<i>Pyrus sp.</i>	Pear	Fruit, shelter – <i>Pyrus calleryana</i> has edible fruits but serious roosting concern	6
<i>Rhus sp.</i>	Sumac*	Fruit* except Grow Low Sumac ( <i>Rhus aromatica</i> ) with limitations	6
<i>Taxodium distichum</i>	Bald Cypress	Dense foliage, seeds, shelter for waterfowl	1
<i>Taxus sp.</i>	Yews*	Shelter, nesting site* except <i>Taxus x</i>	1, 6

TABLE 1

Unacceptable Plant Species for Use at ORD

Botanical Name	Common Name	Concern	Source
		<i>media densiformis</i> with limitations	
<i>Thuja sp.</i>	Arborvitae	Shelter, nesting site	1
<i>Tilia americana</i> , <i>Tilia cordata</i>	Lindens	Seeds, shelter due to dense foliage	1
<i>Vaccinium sp.</i>	Blueberry	Fruit	2
<b>Forbs and Grasses</b>			
<i>Agrostis palustris</i>	Creeping Bent Grass	Forage	5
<i>Bouteloua curtipendula</i>	Side Oats Grama	Seeds	3, 6
<i>Buchloe dactyloides</i>	Buffalo Grass	Forage	5
<i>Dalea purpurea</i>	Purple Prairie Clover	Seeds, forage	3
<i>Echinacea sp.</i>	Coneflowers	Seeds	3, 6
<i>Elymus canadensis</i>	Canada Wild Rye	Seeds	3, 6
<i>Helianthus sp.</i>	Sunflowers	Seeds	3, 6
<i>Panicum ramosum</i> , <i>Panicum miliaceum</i> , <i>Pennisetum glaucum</i>	Millets	Seeds, forage	4
<i>Penstemon sp.</i>	Penstemon, Foxglove	Seeds	3, 6
<i>Poa pratensis</i>	Kentucky Blue Grass	Forage	
<i>Secale cereale</i>	Cereal Rye	Seeds; not the same as ryegrass ( <i>Lolium sp.</i> )	4
<i>Setaria sp.</i>	Bristlegrass or Foxtail Grass	Prodigious seed producer; attracts mourning doves and song birds	7
<i>Silphium sp.</i>	Cupplant, Prairie Dock, Rosinweed	Seeds	3, 6
<i>Solidago sp.</i>	Goldenrods	Seeds	3

TABLE 1

Unacceptable Plant Species for Use at ORD

Botanical Name	Common Name	Concern	Source
<i>Sorghastrum nutans</i>	Indiangrass	Seeds	3, 6
<i>Sporobolus sp.</i>	Dropseed	Seeds	3, 6
<i>Triticum sp.</i>	Wheat	Seeds	4
<i>Vitis sp.</i>	Grape	Fruit, forage	6, 7

<sup>1</sup> – "Trees and Shrubs That Attract Birds". Morton Arboretum, Lisle, Illinois<sup>2</sup> – Washburn, B.E. and T.W. Seamans. 2004. "Management of Vegetation to Reduce Wildlife Hazards at Airports." FAA Worldwide Airport Technology Transfer Conference<sup>3</sup> – Catalog and Growing Guide, 2005. Prairie Nursery, Westfield, Wisconsin<sup>4</sup> – "Grasses Attractive to Wildlife". FAA CertAlert No. 98-05, September 1998.<sup>5</sup> – Alternative Airfield Vegetation Types and Foraging Preference of Captive Canada Geese. FAA Report May 2008<sup>6</sup> – Missouri Botanical Garden, Kemper Center for Home Gardening.<http://www.mobot.org/gardeninghelp/plantfinder/Alpha.asp><sup>7</sup> – Forest Plants of the Southeast and their Wildlife uses, 2005

C. Turf grasses – Low maintenance, drought resistant turf grasses are to be used in place of traditional lawn/turf grass whenever possible at ORD.

1. Selection Criteria – The list of acceptable turf grasses presented in the Approved Plant List at the end of this Specification Section was based on the following criteria:
  - a. Low or Slow Growing – Turf grass species are to grow at a rate that does not require excessive mowing, i.e. more than twice a month during the growing season or no more than six times a year or the mature height of the species does not exceed the recommended mow height (See 2.01C.4.a).
  - b. Drought Tolerant – Turf grass species are to require no additional irrigation except during establishment. The species must be suitable to Chicago's climate (USDA Zone 5) and precipitation ranges. Kentucky Bluegrass (*Poa pratensis*) varieties are not acceptable.

- c. Non-Wildlife Attracting – Turf grass species are to be unattractive to wildlife either due to low palatability of the vegetation (e.g. endophyte toxicity) or through low seed production although the latter can be mitigated through mowing. Clover (*Trifolium sp.*) varieties are not acceptable.
- 2. Seed Mixes – Readily available proprietary or other agency-specified seed mixtures are to be used whenever possible. It is recommended that seed mixtures consist of a variety of acceptable turf grass species that promote diversity and thereby minimize susceptibility to disease and to promote a longer growing season by utilizing complimentary cool-season and warm-season grass species where possible. An annual nurse crop may be added to the seed mix to aid establishment of the turf.
- 3. Installation – Refer to Division 2 – Seeding, Sodding, or Exterior Plants for further details.
- 4. Maintenance – A maintenance plan for turf grasses should be devised and implemented that at a minimum addresses the following maintenance issues:
  - a. Mowing: All turf grass areas must be maintained at a height of 5 to 8 inches (Source: Cleary, E.C. and R.A. Dolbeer. July 2005. "Wildlife Hazard Management at Airports", FAA and USDA, 2<sup>nd</sup> ed., Appendix O). This recommended mowing height reduces the attraction of geese, gulls, and crows and at the same time does not promote excessive cover for small mammals that may attract large raptors. In addition, the mowing frequency should be reduced as much as possible to limit the disturbance of insect populations that may attract wildlife in the mowed areas.
  - b. Irrigation: No additional irrigation is to be provided beyond what is required for initial establishment.
  - c. Fertilization: Beyond initial establishment, fertilizer should be used sparingly on native turf grasses and in some cases eliminated all together as it is detrimental to some species and also because it exacerbates weed problems. Periodic fertilization for native, low-maintenance turf should only occur every other year and at half the recommended application rate for typical commercial lawn fertilizers. The application rates must

not exceed 3 pounds of nitrogen (N) per 1000 square feet per year. Depending on the turf species, this rate may be as low as 1 pound N per 1000 square feet per year.

## 2.02 Landside Landscaping Criteria

- A. Plant Selection – Landside plant selection criteria were based on the basic requirements as outlined in 2.01. To obtain the list of recommended plants (including trees, shrubs, vines, grasses, sedges, rushes, and forbs), screening criteria were applied to the Conservation Foundation's (Naperville, Illinois) "List of Native Plants for Northeastern Illinois". Two screening criteria were applied to the list: 1) plants that do not attract birds and 2) plants that tolerate dry soil conditions. This plant information was cross-checked with the USDA Natural Resource Conservation Service plant database and with local nursery information (Prairie Nursery, Westfield, Wisconsin). Where there was conflicting information, the plant was removed from the list. The list of plants is not all-inclusive and other plants may be proposed subject to approval by the Commissioner. The recommended plant list is presented at the end of this Specification Section.
- B. Landside Landscape Uses – Areas where aesthetics will play a larger role such as the terminals, roadway approaches to the Airport, landside normally-occupied buildings/facilities, and other areas of high visibility to the public must be designed using low-maintenance plants where possible. Examples of these uses include parking lot islands, roadway medians and/or roadsides, planting beds, large planter containers, building outdoor courtyards or common areas. Some allowances may be made for the use of annuals where appropriate (e.g. hanging planters, small containers, etc.) and subject to approval by the Commissioner.

## 2.03 Airside Landscaping Criteria

- A. Plant Selection – Airside plant selection criteria were similar to Landside criteria (Part 2.02) with the following exceptions:
  - 1. General – In addition to screening out bird-attracting plants in the Conservation Foundation's "List of Native Plants for Northeastern Illinois", mammal-attracting species are also excluded from airside plantings. The species that did not meet these criteria are *Aster sp.* and *Ratibida pinnata*.
  - 2. Trees – No trees of any kind are to be used anywhere within the AOA (Airside).

3. Shrubs – The basic landscaping criteria as described in 2.01 apply for selection of acceptable shrub species. In addition:
  - a. Mass plantings of shrubs or hedge rows are not allowed. The tree spacing criteria provided in 2.01A.1.c are to be used when spacing shrubs.
  - b. Shrubs may be used only as ornamental specimen plants at any normally occupied airside building site or parking lot. Shrubs are not to be placed in open areas of the airfield.
  - c. Shrubs must be maintained at a height no greater than 6'. Shrubs that mature at a height less than or equal to 6' are preferable to reduce maintenance.
4. Forbs and Grasses – Acceptable species as indicated in 2.01C (for grasses) and 2.02 (for forbs with the exception of *Aster sp.* and *Ratibida pinnata* as explained in 2.03A.1).
  - a. Forbs and ornamental grasses are only to be used in areas as described in 2.03B and are prohibited within 600' of an active runway or taxiway (see 2.01A.1.e).

B. Airside Landscape Uses –

1. Airfield Turf Areas – Areas of the airfield that are within 600' of any active runway or taxiway (see also 2.01A.1.e) are to be planted only with turf grasses as described in 2.01C. Mowing heights and frequencies are to be strictly enforced within these areas.
2. Green Roofs – Green roof plant selection is to follow the guidelines specified in this Section and Division 7 – Green Roof Systems. Green roof species will typically include *Sedum sp.* (Stonecrop) as shown in the Approved Plant List.
3. Ornamental Airside Landscaping – Areas where aesthetics are a higher priority, which include terminals, normally-occupied airside buildings/facilities, and the like, should include plants as indicated in 2.04. Examples of these uses include parking lot islands, roadway medians and/or roadsides, planting beds, large planter containers, building outdoor courtyards or common areas.
4. Bio-Infiltration Basins – Plant selection is to be coordinated with the Commissioner and the USDA Wildlife Services to reduce the attractiveness to wildlife. Currently no plant species are

identified as acceptable; however, proposals will be evaluated on a case by case basis.

#### 2.04 Approved Plant List

- A. Plant species approved for use at ORD are summarized in the attached list which includes additional plant information such as physical characteristics and planting requirements. Substitutions or additions to this list are subject to approval by the Commissioner.

#### 2.05 Other Landscape Elements

- A. Non-living (non-vegetation) landscape elements (hardscapes) that are acceptable for use at ORD are listed below. Any additions or substitutions must be approved by the Commissioner and meet the basic criteria for Airport landscaping:
  - 1. Minimize Wildlife Hazards – Landscape elements must not provide nesting or roosting habitat for wildlife. When necessary, use bird wire, porcupine wire, or other physical means to deter wildlife from these structures.
  - 2. Increase Sustainability – Where possible, the use of recycled, salvaged, renewable, and/or locally available materials are to be used. Refer to SAM for opportunities to increase ORD sustainability.
  - 3. Maintain Safety and Security – Landscape features must not interfere with aircraft operations nor create security issues. Where possible, the use of landscape elements is encouraged to aid in safety and security (e.g. planter boxes for traffic protection/deterrents).
- B. Acceptable landscape elements for use at ORD include but are not limited to the following:
  - 1. Landscaped earthen berms or terraced flower beds.
  - 2. Raised planters, planter boxes, and containers.
  - 3. Hanging baskets.
  - 4. Free-standing trellises less than six feet above grade.
  - 5. Decorative stones or pavers.
  - 6. Benches and seating areas.

7. Vine-covered retaining or free-standing walls less than four feet above grade.
8. Ornamental fences.

PART 3 EXECUTION – NOT USED

**END OF SECTION 02905**

## Exhibit 21: Approved Plant List

ORD APPROVED PLANT LIST\*

Botanical Name	Common Name(s)	Native	Size (H, HxW)	Bloom Time	Flower Color	Fall Color	Comments	Source	Location Permitted (Landside/Airside)
<b>TREES – Not for Airside Use, Regularly Maintained Ornamental Plantings</b>									
<i>Betula sp.</i>	Birch		25' - 70'	Apr - May	Green, yellow	Yellow-green	Best in moist soil conditions but tolerates some dryness	10	Landside
<i>Carpinus caroliniana</i>	American Hornbeam, Bluebeech, Musclewood	Y	25' x 25'			Yellow-Orange	Best in moist soil conditions but tolerates some dryness	2, 4, 9	Landside
<i>Cercis canadensis</i>	Eastern Redbud, Redbud	Y	20' x 20'	Apr-May	Pink	Yellow	Generally unused by wildlife; attracts butterflies	4, 9, 10	Landside
<i>Ginkgo biloba</i>	Ginkgo, Maidenhair Tree – Magyar, Princeton Sentry, Autumn Gold, Emperor Ginkgo	N	60' x 40'	Mar-Apr		Yellow	Salt and air pollution tolerant; female (fruit-bearing) plants not recommended	4	Landside
<i>Gleditsia triacanthos var. inermis</i>	Honey Locust – Shademaster or Imperial	N	50' x 35'	Apr-May	Yellow	Yellow	Must be non-fruit/seed bearing	2	Landside
<i>Gymnocladus dioica</i>	Kentucky Coffee Tree	Y	100' x 50'			Yellow	Must be non-fruit/seed bearing. Ensure that only male trees are planted.	2, 4, 9,	Landside
<i>Heptacodium miconioides</i>	Seven Son Flower	N	20' x 10'	Aug-Sep	White	White	Flowers attract butterflies		Landside
<i>Laburnum x wateri</i>	Bean Tree, Vossii Golden Chain		15' to 30'	May-June	Yellow		Can be trained as a small tree; may require pruning/thinning to reduce roosting potential; all parts considered poisonous	10	Landside
<i>Ostrya virginiana</i>	American Hophornbeam	Y	35' x 25'	Apr-May	Brown-green	Green-yellow-brown	Low fruit/seed abundance, medium drought tolerance (USDA)	2, 4, 9	Landside
<i>Platanus x acerifolia</i>	London Plane Tree		75'-100' x 65' – 75'	Apr	Red-yellow	Yellow	Very large tree when mature; has some potential for roosting, mature trees may require thinning; use as feature tree, not planted in groups	10	Landside
<i>Prunus serrulata</i>	Mt. Fuji Cherry, Shirotae		15'-20' x 15' – 25'	Apr	White		Produces no fruit; horizontal spreading growth form reduces roosting potential	10	Landside
<i>Robinia pseudoacacia</i>	Chicago Blues Black Locust	N	80' x 40'	Apr-May	White	Yellow	Must be non-fruit/seed bearing	2, 4	Landside
<i>Syringa reticulata</i>	Japanese Tree Lilac – Ivory Silk, Summer Snow	N	30' x 25'	July	White	Yellow	Adaptable to urban uses; attracts butterflies	4, 10,	Landside
<i>Syringa pekinensis</i>	Chinese Tree Lilac – China Snow, Summer Charm, Beijing Gold	N	20' x 15'	June	White	Yellow	Adaptable to urban uses	2, 4	Landside
<i>Ulmus americana</i>	American Elm – Princeton or Valley Forge	Y	40-60' x 20-40'	Apr-May		Yellow-Red Yellow-Brown	Dutch elm disease resistant; tolerant of urban conditions; susceptible to Asian Longhorn Beetle (ALB)	4, 5, 9, 10	Landside
<i>Ulmus carpinifolia</i>	Smooth Leaf Elm, European Field Elm - Accolade, Cathedral, Commendation, Danada Charm, Discovery, New Horizon, Patriot, Triumph, Vanguard	N	75' x 45'	Apr-May		Yellow	Dutch elm disease resistant; tolerant of urban conditions; susceptible to Asian Longhorn Beetle (ALB)	4, 5, 9,	Landside
<b>SHRUBS – Not for Airside Use, Regularly Maintained Ornamental Plantings</b>									
<i>Buxus sp.</i>	Boxwood – Green Velvet, Green Gem, Green Mound, Green Mountain	N	Variable		Green		Low growing varieties used in regularly maintained ornamental plantings	10	Landside
<i>Ceanothus americanus</i>	New Jersey Tea	N	3' x 5'				Used in regularly maintained ornamental	10	Landside

CHICAGO DEPARTMENT OF AVIATION/  
O'HARE MODERNIZATION PROGRAM  
MASTER SPECIFICATIONS  
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SUSTAINABLE AIRPORT LANDSCAPING

## ORD APPROVED PLANT LIST\*

Botanical Name	Common Name(s)	Native	Size (H, HxW)	Bloom Time	Flower Color	Fall Color	Comments	Source	Location Permitted (Landside/Airside)
							plantings		
<i>Cornus sericea</i>	Red Twig Dogwood	N					Pruned below 4 ft., remove fruits, (if any), and must be used only in regularly maintained ornamental plantings	10	Landside
<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	N	3' x 3'				Must be used only in regularly maintained ornamental plantings	10	Landside
<i>Forsythia x intermedia</i>	Forsythia – Golden Peep		Variable	Mar-April	Yellow		Low growing varieties used in regularly maintained ornamental plantings	10	Landside
<i>Fothergilla gardenii</i>	Dwarf Fothergilla		1.5' – 3'	Mar-April	White		Several dwarf varieties available and preferred; e.g. Blue Mist, Beaver Creek	10	Landside
<i>Hydrangea sp.</i>	Hydrangea – Oakleaf, Annabelle	Y	5' x 4'	June-July	White	Red-Purple	'Snow Queen' variety is more winter hardy	4, 5	Landside
<i>Ilex glabra (non-fruiting)</i>	Inkberry - 'Chamzin' (Nordic®)	Y	4' x 4'	June	White	Purple	Male varieties only; evergreen but thin-leaved canopy (not shelter producing)	2, 10,	Landside
<i>Juniperus chinensis</i>	Chinese Juniper		Variable		Non-flowering	Evergreen	Tree varieties prohibited; accent and specimen planting recommended, no grouped or hedge plantings; may require pruning to thin or reduce height, dwarf low growing forms preferred, e.g. Bakaurea, San Jose, Shimpaku; <b>Sargentii not recommended</b>	10	Landside
<i>Juniperus horizontalis</i>	Creeping Juniper		3' – 12' x 2' – 10'		Non-flowering	Evergreen	Low growing species; limited roosting and berry potential due to size	10	Landside
<i>Juniperus sabina</i>	Savin Juniper		Variable under 3'		Non-flowering	Evergreen	Low growing species; limited roosting and berry potential due to size; e.g. Arcadia, Broadmoor, Buffalo, Mini Arcade, Monard	10	Landside
<i>Juniperus squamata</i>	Singleseed Juniper		Variable		Non-flowering	Evergreen	Accent and specimen planting recommended, no grouped or hedge plantings; low growing varieties used in regularly maintained ornamental plantings; e.g. Blue Carpet, Blue Star	10	Landside
<i>Kalmia latifolia</i>	Mountain Laurel	Y	6' x 4'	May-June	White-Pink	Insignificant		2	Landside
<i>Potentilla fruticosa</i>	Bush Cinquefoil	Y	3' x 3'	June-Oct	Yellow	Insignificant	Several varieties; long bloom time; attracts butterflies	4, 10	Landside
<i>Prunus x cistena</i>	Purple Leaf Sand Cherry	N			Purple		Pruned below 3 ft., used only in regularly maintained ornamental plantings	10	Landside
<i>Rhododendron periclymenoides</i>	Pink Azalea	Y	6' x 6' or more	May	Pink	Insignificant	Requires organic soil; attracts hummingbirds and butterflies	2, 10	Landside
<i>Rhus aromatica</i>	Grow Low Sumac variety	N	2' x 8'				Must be monitored for any fruit production; only used in regularly maintained ornamental plantings	10	Landside
<i>Salix purpurea</i>	Artic Willow	N	5' x 5'				Attracts butterflies	10	Landside

## ORD APPROVED PLANT LIST\*

Botanical Name	Common Name(s)	Native	Size (H, HxW)	Bloom Time	Flower Color	Fall Color	Comments	Source	Location Permitted (Landside/Airside)
<i>Spiraea sp.</i>	Spirea – Tor, Snowmound	N	Variable				Attracts butterflies; low growing varieties used in regularly maintained ornamental plantings	10	Landside
<i>Taxus x media densiformis</i>	Yew, Densiformis variety	N	4' x 7'				Only when used in regularly maintained ornamental plantings	10	Landside
<i>Viburnum dentatum</i>	Arrowwood Viburnum	N	10' x 10'				Produces attractive spring flowers but flowers must be removed before producing fruits. Plants must be periodically thinned and are only to be used in regularly maintained ornamental plantings	10	Landside
<i>Weigela x florida</i>	Weigela		2' to 10'	Apr-June	Pinkish-red-white; varies with variety		Attracts hummingbird and butterflies; preference given to low growing varieties used in regularly maintained ornamental planting	10	Landside
<b>VINES - Not for Airside Use, Regularly Maintained Ornamental Plantings</b>									
<i>Clematis ligusticifolia</i>	Western White Clematis	Y	up to 20'	Jun-Aug	White		Western US native; climbing vine	2	Landside
<b>FORBS - Not for Airside Use, Regularly Maintained Ornamental Plantings</b>									
<i>Achillea sp.</i>	Yarrow		1' – 4'	May-Sept	Yellow-red-white; varies with variety		Many species; attracts butterflies	10	Landside
<i>Asclepias sp.</i>	Milkweed	Y	3' x 3'	Jun-Aug	Orange-Yellow		Many species: Attracts butterflies	1, 2, 3, 10	Landside
<i>Aster azureus</i>	Sky Blue Aster	Y	2' to 3'	Aug-Oct	Blue		Partial shade tolerance	1, 2, 3	Landside
<i>Aster laevis</i>	Smooth Blue Aster	Y	2' to 4'	Aug-Oct	Blue			1, 2, 3	Landside
<i>Aster lateriflorus</i>	Side-Flower Aster, Calico Aster	Y	2' to 3'	Sep-Oct	White		Shade tolerant	1, 2, 3	Landside
<i>Aster novae-angliae</i>	New England Aster	Y	3' to 6'	Aug-Oct	Pink-Purple			1, 2, 3	Landside
<i>Eryngium yuccifolium</i>	Rattlesnake Master		4' – 5'	Jun-Sept	White, green				Landside
<i>Euphorbia corollata</i>	Flowering Spurge	Y	2' to 4'	Jul-Aug	White			1, 2, 3	Landside
<i>Gaillardia aristata</i>	Blanket Flower, Gaillardia	Y	2' x 2'	Jun-Jul	Red-Yellow		Native; low seed production (USDA), attracts butterflies	2, 10	Landside
<i>Gentiana flavida</i>	Yellow Gentain	Y	6" to 1'	Aug-Sep	Yellow			1, 2, 3, 10	Landside
<i>Hemerocallis sp.</i>	Daylily		1.5' to 5'	Jun-Aug	Many colors		Attracts butterflies	10	Landside
<i>Heuchera richardsonii</i>	Prairie Alum Root	Y	2' x 2'	Jun-Jul			Attractive foliage	1, 2, 3	Landside
<i>Hylotelephium sp.</i>	Stoneworts, Sedum		1.5' to 2'	Aug-Oct	Many colors		Autumn Joy; attracts butterflies; sometimes considered <i>Sedum sp.</i>	10	Landside
<i>Liatris sp.</i>	Blazingstar, Gayfeather		1.5' to 4'	Jul-Oct	Purple		Attracts butterflies and hummingbirds; minimal interest by songbirds in seed	10, 11	Landside

ORD APPROVED PLANT LIST\*

Botanical Name	Common Name(s)	Native	Size (H, HxW)	Bloom Time	Flower Color	Fall Color	Comments	Source	Location Permitted (Landside/Airside)
							heads; susceptible to forage		
<i>Narcissus</i> sp.	Daffodils		0.5' – 2'	Apr	White, yellow		Many varieties	10	Landside
<i>Parthenium integrifolium</i>	Wild Quinine	Y	3' to 5'	Jun-Sep	White		Disease-resistant, pest-resistant	1, 2, 3	Landside
<i>Pedicularis canadensis</i>	Wood Betony, Canadian Lousewort	Y	12" to 18"	Apr-Jun	Red-Yellow		Partial shade tolerance	1, 2	Landside
<i>Phlox divaricata</i>	Woodland Phlox	Y	1' to 2'	Apr-Jun	Blue		Partial shade to shade, attracts butterflies	1, 2, 3, 10	Landside
<i>Phlox pilosa</i>	Prairie Phlox	Y	12" to 18"	Apr-Jun	Pink		Attracts butterflies and hummingbirds	1, 2, 3, 10	Landside
<i>Polemonium reptans</i>	Jacob's Ladder	Y	1' to 2'	Apr-Jun	Blue		Shade tolerant	1, 2, 3	Landside
<i>Ratibida pinnata</i>	Yellow Coneflower; Gray-Headed Coneflower	Y	3' to 6'	Jul-Sep	Yellow		Attracts butterflies	1, 2, 3, 10	Landside
<i>Rudbeckia</i> sp.	Black-eyed Susan		1' to 3'	Jun-Oct	Yellow-orange		Attracts butterflies	10	Landside
<i>Smilacina racemosa</i>	False Solomon's Seal, Solomon's Plume	Y	18" to 36"	Apr-Jun	White		Partial shade to shade	1, 2, 3	Landside
<i>Tradescantia ohimensis</i>	Ohio Spiderwort	Y	2' to 4'	Jun-Jul	Blue		Partial shade tolerant	1, 2, 3	Landside
<i>Trillium grandiflorum</i>	Trillium	Y	12" to 18"	May-Jun	White		Partial shade to shade	1, 2, 3	Landside
<i>Verbena stricta</i>	Hoary Vervain	Y	2' to 4'	Jul-Sep	Blue-Purple		Attracts butterflies	1, 2, 3, 10	Landside
<i>Veronicastrum virginicum</i>	Culver's Root	Y	3' to 6'	Jul-Aug	White		Shade tolerant, attracts butterflies	1, 2, 3, 10	Landside
<i>Zizia aptera</i>	Heart-Leaf Alexander	Y	1' to 3'	Apr-May	Yellow		Shade tolerant	1, 2, 3	Landside
<b>GREEN ROOF PLANTS - (Sedums)</b>									
<i>Sedum acre</i>	Goldmoss Stonecrop		3" x 12"	Jun-Jul	Yellow				Landside, Airside
<i>Sedum acre</i>	Aureum		3" x 10"	May-June	Yellow				Landside, Airside
<i>Sedum aizoon</i> 'Euphorbiodes'	Aizoon Stonecrop		15" x 15"	Jul-Aug	Orange-Yellow				Landside, Airside
<i>Sedum album</i> cultivars	White Stonecrop		4" x 18"	Jul-Aug	White				Landside, Airside
<i>Sedum cauticola</i>	Bertram Anderson Sedum		4" x 12"	Jul-Sep	Purple-Pink				Landside, Airside
<i>Sedum floriferum</i>	Weihenstephaner Gold		4" x 10"	Jul-Aug	Yellow				Landside, Airside
<i>Sedum kamtschaticum</i>	Orange Stonecrop		5" x 12"	Jul-Oct	Yellow		Butterfly attractant	10	Landside, Airside
<i>Sedum matrona</i>	Sedum		2' x 2'	Aug-Sep	Purple-Pink	Red-Orange	Bee/Butterfly attractant	10	Landside, Airside
<i>Sedum middendorffianum</i>	Sedum		5" x 12"	Jul-Aug	Yellow				Landside, Airside
<i>Sedum reflexum</i>	Spruce Stonecrop, Jenny's Stonecrop		8" x 15"	Jun-Jul	Yellow				Landside, Airside
<i>Sedum rupestre</i>	Angelina var.		6" x (12"-24")	Jun-Aug	Yellow				Landside, Airside

## ORD APPROVED PLANT LIST\*

Botanical Name	Common Name(s)	Native	Size (H, HxW)	Bloom Time	Flower Color	Fall Color	Comments	Source	Location Permitted (Landside/Airside)
<i>Sedum rupestre</i>	Blue Spruce var.		8" x 24"	May-Oct	Yellow				Landside, Airside
<i>Sedum sexangulare</i>	Tasteless Stonecrop		4" x 8"	Jun-Jul	Yellow				Landside, Airside
<i>Sedum sichotense</i>	Woody Stonecrop		6" x 12"	Jul-Aug	Yellow				Landside, Airside
<i>Sedum sieboldii</i>	October Daphne		8" x 12"	Aug-Sep	Pink				Landside, Airside
<i>Sedum spurium</i>	Summer Glory		6" x 10"	Jul-Sep	Dark Pink				Landside, Airside
<i>Sedum spurium</i>	Coccineum		4"-6" x 10"	Late Summer	Dark Pink				Landside, Airside
<i>Sedum spurium</i>	Bronze Carpet		6" x 12"	Summer	Pink		Attracts butterflies	10	Landside, Airside
<i>Sedum spurium</i>	John Creech		6" x 10"	Jul-Aug	Pink				Landside, Airside
<i>Sedum spurium</i>	Voodoo		6" x 18"	Jun-Jul	Rose Red		Attracts butterflies	10	Landside, Airside
<i>Sedum spurium cultivars</i>	Two-Row Stonecrop, Dragon's Blood, Fuldagit, Tricolor		4" x 8"	Jun-Aug	Red				Landside, Airside
<i>Sedum stefco</i>	Sedum		(4"-6") x 10"	Late Summer- Early Fall	White				Landside, Airside
<i>Sedum tatarinowii</i>	Sedum		(12"-18") x 12"	Late Summer- Early Fall	Pink				Landside, Airside
<i>Sedum X</i>	Rosy Glow		8" x 12"	Aug-Sep	Ruby Red		Attracts butterflies	10	Landside, Airside
<i>Talinum calycinum</i>	Fame Flower, Rockpink	Y	12" x 7"	Jun-Oct	Pink	Red	5-8 petaled flowers in cymes atop leafless stem growing to 8" tall	10	Landside, Airside
<b>ORNAMENTAL GRASSES AND SEDGES – Not for Airside Use, Regularly Maintained Ornamental Plantings</b>									
<i>Andropogon virginicus</i>	Broomsedge Bluestem	Y	18" to 36"				Very drought tolerant; keep plants adequately spaced to prevent cover for wildlife (mammals); best as specimen plant	4	Landside
<i>Calamagrostis x acutiflora</i>	Feather Reed Grass – Karl Foerster		3' to 5'				Sterile seeds; accent and specimen planting recommended, not grouped or naturalized; limited roosting potential	10	Landside
<i>Carex bicknellii</i>	Bicknell's Sedge (Prairie Sedge)	Y	12" to 24"	May	Insignificant		Fine leaves; tolerates sandy soils and partial shade	2	Landside
<i>Festuca glauca</i>	Blue Fescue		6" to 12"				Ornamental fescue groundcover		Landside
<i>Koeleria macrantha</i>	Junegrass	Y	18" to 24"				Used for soil stabilization; may provide forage for wildlife during spring and fall if unmowed	6	Landside
<i>Miscanthus x sinensis</i>	Maiden Grass, Miscanthus		3' – 8'				Preference given to lower growing varieties; accent and specimen planting recommended, not grouped or naturalized;	10	Landside

## ORD APPROVED PLANT LIST\*

Botanical Name	Common Name(s)	Native	Size (H, HxW)	Bloom Time	Flower Color	Fall Color	Comments	Source	Location Permitted (Landside/Airside)
<i>Pennisetum alopecuroides</i>	Fountain Grass – Little Bunny, Little Honey, Piglet		1.5' – 5'				considered invasive in some areas  Preference given to lower growing varieties; accent and specimen planting recommended, not grouped or naturalized; limited roosting potential and seed interest.		Landside
<b>TURF GRASSES (MATURE HEIGHT OR MOW HEIGHT 5" to 8")</b>									
<i>Distichlis spicata</i>	Inland Saltgrass	Y	8"				Salt tolerant	2, 6	Landside, Airside
<i>Festuca sp.</i>	Fescues		up to 8" to 12"				Many acceptable varieties	5, 6	Landside, Airside
<i>Festuca arundinacea</i>	Tall Fescue (2nd Millennium, Bonsai, Cayenne, Cochise III, Constitution, Covenant, Coyote II, Crossfire II, Dakota, Dynasty II, Escalade, Mustang 3, Rendition, SR8600, Taos, Titan Ltd., Titanium, Tombstone)	N					Endophyte infection makes this species unattractive to wildlife; target endophyte infection level of >70%; many varieties (Kentucky 31 may be used only at the bottom of Detention Basins or other areas subject to water inundation and as approved by the Commissioner; avoid Illinois 96 cultivars), see T-901 Spec for planting information.	6, 7	Landside, Airside
<i>Festuca rubra</i>	Red Fescue	Y						2, 6, 10	Landside, Airside
<i>Festuca rubra sub. trichophylla</i>	Creeping Red Fescue	Y						2, 6	Landside, Airside
<i>Festuca rubra sub. rubra</i>	Spreading Fescue	Y						2, 6	Landside, Airside
<i>Festuca rubra sub. commutata</i>	Chewings Fescue	Y						2, 6	Landside, Airside
<i>Festuca ovina</i>	Sheep Fescue	N						2, 6	Landside, Airside
<i>Festuca ovina var. duriuscula</i>	Hard Fescue	N					Sometimes called F. longifolia	2, 6	Landside, Airside
<i>Festuca seed mix</i>	"No-Mow" Seed Mix (Prairie Nursery, Westfield, WI), Chicago Park District No-Mow Mix		4" to 6"				"No Mow" of Prairie Nursery contains proprietary blend of SR3100 Hard Fescue, Scaldis Hard Fescue, Dawson Red Fescue, Creeping Red Fescue, SR5100 Chewings Fescue, Sheep Fescue. Requires no mowing.	3	Landside, Airside
<i>Koeleria macrantha</i>	Junegrass (Prairie)	Y	18" to 24"				Tolerates dry, gravelly soil, Minimum mow height 5"; used for soil stabilization; may provide forage for wildlife during spring and fall.	6, 10	Landside, Airside
<i>Lolium multiflorum</i>	Annual Ryegrass, Italian Ryegrass		24" to 36"				Use for temporary seeding only: quick germination needed in active work areas between 14 and 365 days; germination in 14 days		Landside, Airside
<i>Lolium perenne</i>	Perennial Ryegrass	N	up to 18"				Use for temporary seeding only; quick germination needed in active work areas between 14 and 365 days, numerous varieties with high endophyte levels; germination in 14 days	5, 8, 10	Landside, Airside

ORD APPROVED PLANT LIST\*

Botanical Name	Common Name(s)	Native	Size (H, HxW)	Bloom Time	Flower Color	Fall Color	Comments	Source	Location Permitted (Landside/Airside)
BIO-INFILTRATION BASIN PLANTINGS – Plant selection is to be coordinated with the Commissioner and the USDA Wildlife Services to reduce the attractiveness to wildlife. Currently no plant species are identified as acceptable; however proposals will be evaluated on a case by case basis									

\* Additions and substitutions are subject to CDA/OMP approval.

Sources:

1. "List of Native Plants for Northeastern Illinois". The Conservation Foundation. Conservation@Home Program. [www.theconservationfoundation.org](http://www.theconservationfoundation.org).
2. USDA Natural Resource Conservation Service, Plant Database, <http://plants.usda.gov>.
3. Prairie Nursery, Westfield, Wisconsin, [www.prairienursery.com](http://www.prairienursery.com).
4. "Roadway Plant List" Chicago Department of Transportation, Division of Infrastructure Management, 5th edition.
5. University of Illinois Extension. "Suggested Lawn Mixes for Northern Illinois", [www.urbanext.uiuc.edu/lawn/lawn01.html](http://www.urbanext.uiuc.edu/lawn/lawn01.html).
6. "Easy Lawns" 1999. Brooklyn Botanic Garden, S. Daniels, ed., pp. 96-101.
7. Barras, S.C. and T.W. Seamans. 2002. "Habitat Management Approaches for Reducing Wildlife Use at Airports." Proc. 20th Vertebr. Pest Conf. (eds. R.M. Timm and R.H. Schmidt) University of California – Davis, pp. 309-315.
8. Wisconsin Dept. of Transportation. "Standard Specifications for Airport Construction". Specifiers' Guide Phase II, December 22, 1999.
9. "Native Trees for Use Along Roadsides in Illinois". K.R. Robertson, Illinois Natural History Survey, Center for Biodiversity.
10. Missouri Botanical Garden, Kemper Center for Home Gardening <http://www.mobot.org/gardeninhelp/plantfinder/Alpha.asp>
11. Forest Plants of the Southeast and Their Wildlife Uses, 2005

## **Exhibit 22: Contractor's Affidavit Regarding Removal of All Waste Materials and Identification of All Legal Dump Sites**

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

---

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LEGAL NAME OF LANDFILL/DISPOSAL SITE:

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(The Contractor must provide to the Commissioner or his/her designated representative with copies of all dump tickets, manifests, etc.)

LOCATION ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this Contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

## Exhibit 23: Insurance Certificate of Coverage

Named Insured: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Number and Street)  
\_\_\_\_\_  
(City) (State) (ZIP)

Specification #: \_\_\_\_\_  
RFP: \_\_\_\_\_  
Project #: \_\_\_\_\_  
Contract #: \_\_\_\_\_

Description of Operation/Location

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

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

- Each Insurance policy required by this agreement, excepting policies for worker=s compensation and professional liability, will read: AThe City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.@
- The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured  
City of Chicago  
Procurement Department  
121 N. LaSalle St., #806  
Chicago, IL 60602

Signature of Authorized Rep. \_\_\_\_\_  
Agency/Company: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

### For City use only

Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_  
Address: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ Attention: \_\_\_\_\_

**EXHIBIT 24: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)**

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: \_\_\_\_\_

Specification #: \_\_\_\_\_

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

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

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_

(Signature of Notary Public)

(Seal)