



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT
Services Less Than \$25,000
Site Maintenance Services – PS1995**

This Contract is made and is dated November 15, 2013 by and between:

PBC: Public Building Commission of Chicago
50 West Washington
Chicago, Illinois 60602 ("PBC") and

Consultant: A Save Haven Landscaping
2750 W. Roosevelt Road
Chicago, IL 60608
Attn: Beau Barnett

For the Services of: Description of Services attached hereto as Exhibit A.

At the total not to exceed price of:
\$24,000.00

Project: [Type project name and type of service]

PUBLIC BUILDING COMMISSION OF CHICAGO

By: [Signature]
Erin Lavin Cabonargi

Title: Executive Director

Date: 11/22/13

Consultant: A SAVE HAVEN LANDSCAPING

By: [Signature]

Title: Vice President

Date: 11/20/13

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all

times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

4. Time Is Of The Essence. Time is of the essence for this Contract.

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant a **Not to Exceed Fee** and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. Indemnity. The Consultant shall defend, indemnify and hold the PBC and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the PBC harmless shall survive the expiration, termination or cancellation of this Contract and shall include

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT
Services Less Than \$25,000**

Site Maintenance Services – PS1995 the

payment of any and all attorneys' fees and costs incurred by the PBC in defending any such claim.

notice to the Consultant.

9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the PBC as an additional insured on a primary, non-contributory basis.

11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

13. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written

16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

18. Governing Law. The laws of the State of Illinois shall govern this Contract.

19. Choice Of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein.

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT
Services Less Than \$25,000
Site Maintenance Services – PS1995**

**EXHIBIT A
DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following services;

A Safe Haven Landscaping proposes the following Scope of Work by which to successfully complete the Site Maintenance Services at each of three addressed sites listed with the Schedule of Costs of this document for The Public Building Commission of Chicago

SEE ATTACHMENT A



SCOPE OF WORK
(ATTACHMENT A)

SITE MAINTENANCE SERVICES - PS1995

A Safe Haven Landscaping (ASHL) proposes the following Scope of Work by which to successfully complete the Site Maintenance Services at each of the three addressed sites listed within the Schedule of Costs (Attachment B) of this document for The Public Building Commission of Chicago (PBC) to include:

- I.) Landscape Maintenance Services;
- II.) Snow Removal and De-icing Service.

I. LANDSCAPE MAINTENANCE SERVICES

A Safe Haven Landscaping (henceforth "ASHL") will provide all necessary labor, supervision, equipment, fuel, supplies, transportation, removal and disposal and storage to perform the following Landscape Maintenance Services:

A. Clean-Up

1. **INITIAL CLEAN-UP:** At the commencement of the services, ASHL shall perform a full Clean-Up consisting of, but not limited to, raking of all turf areas, removal of weeds throughout the property, removal of leaves, and removal of any trash and debris prior to mowing.
2. **ROUTINE CLEAN-UP:** During each scheduled visit thereafter, ASHL shall perform a Routine Clean-Up consisting of, but not limited to, raking of all turf areas, removal of weeds throughout the property, removal of leaves, and removal of any trash and debris prior to mowing.
3. **RESPONSIBILITY:** All Clean-Ups must be done prior to mowing so as to ensure proper equipment operation. PBC shall not be responsible for damage caused to ASHL's equipment due to failure to remove trash and/or debris prior to mowing.

B. Routing Maintenance Services for Lawn Care

1. **ROUTINE MAINTENANCE SERVICES:** ASHL shall perform all routine services for landscape maintenance on the entire area of each property with no exceptions. Such Routine Maintenance Services shall include the following:
2. **MOWING:** ASHL is to mow all grass in all common areas of the property in order to maintain a uniform height not to exceed three inches, weather permitting, during cutting season (defined below). Lawns will be maintained at two to three inches in height.

During each mow, ASHL shall ensure that the following items are properly handled:

- a. Routine Clean-Up: As defined in Section A.I. Clean-Up.
- b. Grass Clippings/Mulch: ASHL shall remove all grass clippings and excess mulch off-site from all sidewalks, parking lots, porches, and common areas, during each service visit. Debris and/or materials from the job operation shall be removed and disposed of by ASHL.
- c. Weed Control: ASHL shall use weed trimmers in areas where mowers cannot reach vegetation. ASHL shall control all weeds by spraying out small weeds and hand pulling large weeds and shall remove all nuisance growth on turf and between all sidewalks, parking lots, heat and air conditioning units and curbs chemically treated with herbicides. All expansion joint weeds shall be controlled to avoid growth through cracks.
- d. Drains/Openings/Etc.: ASHL shall clean all site drainage devices, including but not limited to, area drains, grates, curb openings, drainage swells, sidewalk culverts, etc., during every service routine visit to ensure proper operation.

3. EDGE/TRIM:

ASHL shall neatly edge and trim, in a linear manner, so as to prevent growth over or on any sidewalks, fence lines, streets, parking areas, building foundations, dumpster pads, shrub beds, ground cover beds, planting beds, flower beds, and any other man-made or natural abutment.

4. PRUNING:

ASHL shall neatly and properly prune all shrubs and trees. Pruning shall consist of the removal of all broken or injured wood, elimination of branches that touch structures, man-made or natural abutment. ASHL shall ensure that all efforts will be made to prevent terminal growth, removal of crossover branching, and ensure overall control of height.

B.1. Schedule

1 ASHL within 10 days after signing the Contract shall issue a schedule for routine service work for each property to the PBC. Such schedule shall list the date and time that all work will commence and be completed in its entirety. This schedule once submitted can only be altered with the prior written approval of PBC.

- a) CUTTING SEASON: Cutting Season shall begin in March and shall end in November, depending on weather conditions, during the individual year.
- b) HOURS: All Routine Maintenance Services for the specific property shall commence and end on the same day. ASHL shall conduct all work during normal working hours from 9:00 a.m. to 4:00 p.m., unless otherwise approved in writing by PBC.

c) FREQUENCY: All Routine Maintenance Services shall be performed every two weeks, Monday-Friday, excluding Holidays, weather permitting.

B.2. Summary of Frequency of All Items

Clean-Up:

- a) Initial Clean Up – Once, at the beginning of Cutting Season.
- b) Edge/Trim: Once, at the commencement of the Cutting Season.
- c) Pruning - Once, at the commencement of the Cutting Season.

Routine:

- a) Clean-Up (Routine) – Once every two weeks, as defined in Section A.I.A. Clean Up.
- b) Mowing (including items found in Section A.2. Routine Maintenance Services for Lawn Care, A. Routine Maintenance Services, 1. Mowing) – Once every two weeks.

II. SNOW REMOVAL AND DE-ICING SERVICES

ASHL shall provide all necessary labor, supervision, equipment, fuel, supplies, transportation, and storage to perform the following Snow Removal and De-Icing Services:

A. City of Chicago Municipal Code

Snow removal activities shall be completed in accordance with the City of Chicago, Department of Transportation "Sidewalk Snow Removal – Guidance for Chicago Residents and Businesses" which requires:

1. If the snow stops falling before 4 p.m. – snow shall be removed within three hours except on Sunday;
2. If the snow stops falling after 4 p.m. or on Sunday – snow shall be removed by 10 a.m. the next day.

ASHL shall be required to clear:

- Curb areas;
- Parking lots and adjacent driveways; and
- Sidewalks, service walks, and walkways where feasible.

B. De-icing

1. ASHL shall provide snow removal and de-icing services for the areas they clean. In those instances when both snow plowing and de-icing services are required concurrently, ASHL shall provide the de-icing service immediately following snow plowing in order to prevent further snow, frost and ice build-up in the affected areas.

2. The following types of de-icing materials may be used, unless otherwise specified and approved

by the PBC:

- Sodium chloride (rock salt);
- Potassium chloride pellets;
- Calcium chloride pellets;
- Magnesium chloride hexahydrate de-icing crystals;
- Melt down 100 ice melt crystals; or
- Complex chloride granular ice-melt.

3. ASHL must deploy de-icing materials in sufficient quantities necessary to quickly penetrate ice, frost, and snow and attain a bare-pavement condition on the treated surfaces. Failure on the part of ASHL to attain bare-pavement condition (due to insufficient deployment of de-icing material, but not due to ambient temperatures below the effective range of the de-icing material) will result in non-payment or set-off from any payments due, and may result in default proceedings.

C. Availability

1. ASHL must be available and be prepared to provide full Snow Removal and De-Icing Services twenty-four (24) hours a day, seven (7) days a week, including holidays. Snow Removal and De-Icing Services shall begin yearly on approximately November 1st and continue through approximately April 15th.

2. During the snow season, ASHL shall listen to weather reports deployed on television, radio, or the internet for local weather conditions. ASHL shall automatically provide snow removal and de-icing services at each property in accordance with the Section I. City of Chicago Municipal Code.

D. Additional Services

1. ADDITIONAL/AS NEEDED: PBC may, from time to time, may require additional services on an as needed basis.

2. Additional properties may be acquired by the PBC which may require grounds maintenance services. The PBC reserves the right to solicit pricing from the successful ASHL for future services.

3. All additional and/or future services shall require prior written approval by PBC.

E. GENERAL SERVICE REQUIREMENTS

E.1. Staff Requirements

A. ASHL shall have personnel/work crews, qualified by training and experience, to perform the work required.

1. ASHL shall perform criminal history checks and drug screening tests on all prospective employees performing work under this Request for Cost Proposals (RCP) and any resulting contract and provide summaries of the results to PBC, if requested. Prospective employees whose criminal history check disclose a misdemeanor or felony involving

public indecency or harm to persons or property will not be employed to perform work under this RCP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of ASHL.

B. ASHL's personnel shall be neat and conduct all work in a professional manner.

a) ASHL's personnel shall be in uniform at all times while working on PBC property. No employee will be allowed on PBC's property without his/her uniform. ASHL must submit to the PBC a sample of his/her uniform prior to signing a contract, if requested.

b) Requirement of ID Badges is optional. Notwithstanding, ASHL, within 10 days after signing the Contract, shall submit to the PBC the list of all personnel who will service the properties. After contract has been awarded and schedule has been established, ASHL shall report to the PBC any changes in personnel as they occur and prior to the person reporting to PBC's property.

E.2. Individual Properties

A. Some properties might be separated by a road or be on different locations and may include recreational areas or vacant lots; therefore, it is ASHL's responsibility to do field verification of actual job sites to be maintained.

B. ASHL's personnel shall make no contact with resident or resident visitors. ASHL's personnel are prohibited from using residential facilities at any time and for any purpose.

C. The properties shall include the site as well as the public right-of-way, including sidewalks and parkways.

E.3. Safety and Responsibility

A. ASHL shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties. ASHL shall maintain, at all times, all equipment in proper and safe operating conditions and in accordance with the manufacturer's specifications. ASHL must be cognizant of safety conditions and exercise extreme caution at all times and take necessary safety precautions so as to not cause harm to any persons or property while performing services under the Contract. ASHL shall cover cost of all damages caused by ASHL under the performance of this Contract.

B. ASHL shall be required to report to PBC any conditions/he may discover while providing treatment under this contract which might provide hazardous to the public health or safety or which affect the structural integrity of the property being serviced.

C. ASHL shall replace, at ASHL's expense, any and all plants or grass that dies due to ASHL's negligence.

D. ASHL shall provide the PBC the following information: an authorized representative and an alternate contact person: e.g. – office phone number, cell number, pager number, and mobile e-mail or text messaging of ASHL's 1st Designated Contact Person and an alternate contact person. Whenever necessary, the PBC authorized representative shall be able to speak, in real-time, to the 1st Designated Contact Person and/or alternate contact person.

E. ASHL shall comply with any and all rules, regulations, directions and safety standards while performing snow plowing operations.

F. ASHL shall maintain daily time sheets signed by ASHL's supervisor in charge and shall be countersigned by a PBC authorized representative to verify work was actually satisfactorily completed. Daily time sheets shall include, but not be limited to the following information:

- a) A Pre-Arranged Route Sheet listing the order that sites will be serviced. The Route Sheet will be submitted for approval to the PBC.
- b) Number of pieces and type of equipment used at each location/site.
- c) Date and time of arrival at work location/site.
- d) Date and time of departure from the work location/site.
- e) Location of work site.
- f) Identification number and name of operator of the vehicle that worked.

G. ASHL shall submit a copy of each daily time sheet for the applicable month with all invoices to verify all charges. Each location/site will be listed separately.

H. ASHL shall be required to take photographs of each site, after completion of site maintenance activities/snow removal and de-icing and submit to the PBC, via email, within 24 hours after completion of the work.

E.4. Communications

ASHL will provide a mechanism for the PBC authorized representative to maintain continuous communications with ASHL's field supervisors, at no additional cost to the PBC. ASHL will provide cellular phone numbers for this purpose. ASHL's personnel will be available to receive communications through these numbers at least two (2) hours prior and two (2) hours after commencement of services, twenty-four (24) hours a day, seven (7) days a week.

E.5. Vehicle and Equipment Requirements

Please see attached **Vehicle and Equipment Inventories**. ASHL shall supply, maintain and operate equipment necessary (snow throwers, shovels, Bobcat-like front loading equipment) to keep designated areas free of ice and snow.

E.6. Standards of Performance

A. ASHL shall devote, and shall cause all of its employees and subcontractors, if any, to devote,

such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all snow plowing and de-icing services effectively, efficiently, and consistently with the best interests and satisfaction of PBC. ASHL shall retain and utilize sufficient staff to assure the most effective and efficient performance of snow plowing and de-icing services. ASHL's employees shall possess a current valid driver's license and all vehicle used in connection with the contract shall remain properly insured.

B. ASHL shall pay particular attention to speed bumps, culverts, sewer covers, drains, signs, light posts, fences, gates and other obstructions prior to commencement of its operations.

E.7. ASHL Employees

ASHL's personnel will exercise safe and sound business practices with skill, care and diligence during the performance of services. ASHL shall make certain that all operators are in possession of a valid driver's license. A supervisor must be available to respond to any problems that may arise while work is being performed at a work site.

E.8. Protection of Work, Damages and Repairs

A. ASHL will use care and diligence when providing snow plowing and de-icing services under this contract. ASHL will be responsible for and shall repair and pay for damages to new and existing structures, landscaping, equipment, and parked vehicles during the course of the work, where such damage is directly due to the services performed under this contract or where such damage is the result of the negligence or carelessness on the part of ASHL, subcontractors, or its employees. ASHL will immediately notify PBC and report the nature and extent of damages prior to making any such necessary repairs.

B. ASHL shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from any cause whatsoever during performance of the work.

EXHIBIT B
COMPENSATION OF THE CONSULTANT

B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee ("Fee") of \$24,000.00** for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.
- B.1.3 Direct expenses include, but are not limited to copying jobs, in town transportation expenses, parking expenses, etc. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.

SEE ATTACHMENT B - SCHEDULE OF COST



ASAFE HAVEN

LANDSCAPING

SCHEDULE OF COSTS

(Attachment B)

ASHL shall provide all services required for keeping properties from detracting from its surrounding neighborhood or causing harm to neighboring residents or businesses, as detailed in the above Attachment A - Scope of Services. Any services required by ASHL will require the Commission approval prior to work being performed. Work performed shall consist of but not be limited to the following:

Property Name: <u>Future site of Southeast Area Elementary School</u> Property Address: <u>10468 S. Indianapolis</u> Property Type: <u>Commercial and vacant land</u> DESCRIPTION of SERVICES	UNIT	UNIT COSTS	ESTIMATED NUMBER OF CALLS PER YEAR	EXTENDED COST
Snow removal including de-icing & supplies.	PER CALL	\$ 585 /Per Call	6	\$ 3,510
Initial clean-up (including raking, mowing, mulch, edge/trim, pruning, removal of weeds, trash and debris prior to mowing)	PER CALL	\$ 1901 /Per Call	1	\$ 1901
Routine Maintenance Services for Lawn Care (including grass cutting, weed removal and control, mulch, debris removal, site drainage device clean-up)	PER CALL	\$ 864 /Per Call	6	\$ 5,184
TOTAL COST (A1)				\$ 10,595
Future site of Southeast Area Elementary School				

Property Name: <u>Future site of Southeast Area Elementary School</u> Property Address: <u>10350 S. Indianapolis</u> Property Type: <u>Commercial and vacant land</u>				
DESCRIPTION of SERVICES	UNIT	UNIT COSTS	ESTIMATED NUMBER OF CALLS PER YEAR	EXTENDED COST
Snow removal including de-icing & supplies.	PER CALL	\$ 368 /Per Call	6	\$ 2208.00
Initial clean-up (including raking, mowing, mulch, edge/trim, pruning, removal of weeds, trash and debris prior to mowing)	PER CALL	\$ 805.50/Per Call	1	\$ 805.50
Routine Maintenance Services for Lawn Care (including grass cutting, weed removal and control, mulch, debris removal, site drainage device clean-up)	PER CALL	\$ 540 /Per Call	6	\$ 3240.50
TOTAL COST (A2)				\$ 6,253.50
Future site of Southeast Area Elementary School				

Property Name: <u>Future site of Whitney Young Branch Library</u> Property Address: <u>7901 S. King Drive</u> Property Type: <u>Fenced-in Vacant Land</u>				
DESCRIPTION of SERVICES	UNIT	UNIT COSTS	ESTIMATED NUMBER OF CALLS	EXTENDED COST
Snow removal including de-icing & supplies.	PER CALL	\$ 201 /Per Call	6	\$ 1206.00
Initial clean-up (including raking, mowing, mulch, edge/trim, pruning, removal of weeds, trash and debris prior to mowing)	PER CALL	\$ 324 /Per Call	1	\$ 324.00
Routine Maintenance Services for Lawn Care (including grass cutting, weed removal and control, mulch, debris removal, site drainage device clean-up)	PER CALL	\$ 189 /Per Call	6	\$ 1134.00
TOTAL COST (B)				\$ 2664.00
Future site of Whitney Young Branch Library				

**ATTACHMENT B
SCHEDULE OF COST**

Contractor shall provide all services required for keeping properties from detracting from its surrounding neighborhood or causing harm to neighboring residents or businesses, as detailed in the above Attachment A - Scope of Services. Any services required by the Contractor will require the Commission approval prior to work being performed. Work performed shall consist of but not be limited to the following;

Property Name: <u>Future site of Southeast Area Elementary School</u> Property Address: <u>10468 S Indianapolis</u> Property Type: <u>Commercial and vacant land</u> DESCRIPTION of SERVICES	UNIT	UNIT COSTS	ESTIMATED NUMBER OF CALLS PER YEAR	EXTENDED COST
Snow removal including de-icing & supplies.	PER CALL	\$ 368 /Per Call	6	\$ 2,208.00
Initial clean-up (including raking, mowing, mulch, edge/trim, pruning, removal of weeds, trash and debris prior to mowing)	PER CALL	\$ 1179 /Per Call	1	\$ 1,179.00
Routine Maintenance Services for Lawn Care (including grass cutting, weed removal and control, mulch, debris removal, site drainage device clean-up)	PER CALL	\$ 648 /Per Call	6	\$ 3,888.00
TOTAL COST (A1)				\$ 7,275
Future site of Southeast Area Elementary School				

Future site of Southeast Area Elementary School - TOTAL COST (A1)

\$ 7,275.00

Future site of Southeast Area Elementary School - TOTAL COST (A2)

\$ 6,253.50

Future site of Whitney Young Branch Library - TOTAL COST (B)

\$ 2,664.00

COMBINED COST (A1+A2+B)	\$ 16,192.50
--------------------------------	---------------------

Date: 11-12-13

Company Name: A Safe Haven

Address: 2750 W Roosevelt Rd

Email: ksokol@asafehaven.org

Telephone: 773-435-8397


Signature

KRIS SOKOL
Print Name

Landscape Operations Mgr.
Print Title

**ATTACHMENT B
DISCLOSURE AFFIDAVIT**

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned MICHAEL E. KIRK, as CFO
Name Title

and on behalf of A SAFE HAVEN FOUNDATION
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: A SAFE HAVEN FOUNDATION
2. Address: 2750 W ROOSEVELT RD, CHICAGO IL 60608
3. Telephone: (773) 435-8300 Fax: (773) 435-8415
4. FEIN: 36-4444200 SSN: _____

5. Nature of transaction (check the appropriate box):

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other LANDSCAPING SERVICES

6. Disclosure of Ownership Interests
Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Not-for-profit Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other: _____ |

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PARTNERSHIPS

1. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name	Ownership Interest Percentage
N/A	

SOLE PROPRIETORSHIP

N/A

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s)

3. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised

Name	Address

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

N/A

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restrictions, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

N/A

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

**ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)
NONE			

Check Here if No Such Persons Have been Retained or Are Anticipated To Be Retained

EXHIBIT C
INSURANCE REQUIREMENTS

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE C INSURANCE REQUIREMENTS

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

D.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, Board of Education of the City of Chicago, the City of Chicago and any other User Agency indicated on the Task Order must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

D.1.3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. Public Building Commission of Chicago, Board of Education of the City of Chicago, the City of Chicago and any other User Agency indicated on the Task Order must be named as Additional Insured on a primary, non-contributory basis.

D.1.4. Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, Board of Education of the City of Chicago, the City of Chicago and any other User Agency indicated on the Task

ID_PBC_eer_1995SiteManagement_20131119
00000-01-14-07

Order, as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the Board of Education of the City of Chicago, the City of Chicago, any other User Agency indicated on the Task Order or their respective Board members, employees, elected and appointed officials, and representatives.

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

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

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

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

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

ID_PBC_eer_1995SiteManagement_20131119
00000-01-14-07

Client#: 29101

CHICCHRI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Chicago Commercial Lines HUB International Midwest Limited 55 East Jackson Boulevard Chicago, IL 60604	CONTACT NAME: Tom Wright PHONE (A/C, No, Ext): 312-279-4637 E-MAIL ADDRESS: tom.wright@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED A Safe Haven Foundation 2750 W. Roosevelt Road Chicago, IL 60608	INSURER A: Great American Insurance	
	INSURER B: Illinois Union Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PAC6630158	09/07/2013	06/30/2014	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMPOP AGG	\$1,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP6630159	09/07/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		UMB6630160	09/07/2013	06/30/2014	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B	Contractors Pollution Liab		G23516068002	12/10/2012	12/10/2013	\$1,000,000 per occ	
						\$1,000,000 agg	
						\$5,000 SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Public Building Commission of Chicago, The Board of Education of the City of Chicago, The City of Chicago, Any User Agency indicated on the Task Order are included as additional insured on a primary and non contributory basis under general liability and umbrella liability per written agreement. A waiver of aubrogation applies in favor of the additional insureds listed for general liability and auto liability. Umbrella follows form.

CERTIFICATE HOLDER Public Building Commission of Chicago Richard J Daley Center Room 200 Chicago, IL 60602 ok erylann 11/20/13	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

_____ Yes _____ No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

State of Illinois - Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
City of Chicago _____
County of Cook _____
Metropolitan Water Reclamation District _____

Category:

MBE _____
WBE _____

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

Company Name

Date

Print Name

Signature

EXHIBIT F
W-9 REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

[SEE ATTACHMENT]

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) A SAFE HAVEN FOUNDATION	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 (c) 3 NON PROFIT CORPORATION	
<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code 2750 W ROOSEVELT RD	
List account number(s) here (optional) CHICAGO ILL 60608	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
Employer identification number	
36 - 4444200	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **11/12/13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-929-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.