



EXECUTION PAGE

This Contract is made and is dated January 13, 2016 by and between:

PBC: PUBLIC BUILDING COMMISSION OF CHICAGO
50 West Washington, Suite 200
Chicago, Illinois 60602 ("PBC") and

CONTRACTOR: CLEANSULATE CHICAGO, LLC
1540 South Ashland Avenue, Suite 105
Chicago, IL 60608 ("Cleanslate")

PURPOSE: For services as described in 'Attachment A – Scope of Work' attached hereto and for a not Not-To-Exceed dollar amount of \$20,000.00.

PROJECT: Grounds Maintenance Services at Various Sites
PS2067

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____

Felicia S. Davis

Title: Executive Director

Date: _____

CLEANSULATE CHICAGO, LLC

By: _____

(Print Name)

BRADY GOTT

(Signature)

Title: _____

Managing Director

Date _____

1/13/2016

TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
 - a. **Agreement** means this Professional Services Agreement for Grounds Maintenance Services at Various Sites, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or attachments made in accordance with the terms hereof.
 - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
 - c. **Contractor** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
 - d. **CW System or CW** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
 - e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Contractor is required under this Agreement to provide to the Commission.
 - f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Contractor to perform the Services under this Agreement.
 - g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - h. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Contractor to provide the Scope of Services required by the Commission. Services will be rendered on a Per-Occurrence basis as described in the form of Attachment A – Scope of Work.
 - i. **Subcontractor** means a partnership, firm, corporation or entity other than the Contractor that furnishes labor, materials and/or equipment to the Contractor related to the performance of the Services and/or improvement of the Project.
3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Contractor acknowledges and agrees that Contractor is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.
4. **Engagement and Standards for Performing Services.**
 - a. **Engagement.** The Commission hereby engages the Contractor, and the Contractor hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Contractor.
 - b. **Performance Standard.** The Contractor represents and agrees that the Services performed under this Agreement 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 consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Scope of Services. If in the course of performing the Services, Contractor identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Contractor shall promptly provide notice to the Commission.
 - c. **Contractor's Personnel.** (INTENTIONALLY OMMITTED) Refer to Attachment A attached hereto.

- d. **Independent Contractor.** In performing the Services under this Agreement, Contractor 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 Commission or the User Agency. As an independent contractor, Contractor is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
 - e. **Limitations on Subcontractors.** Contractor must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
 - f. **Failure to Meet Performance Standard.** If the Contractor fails to comply with its obligations under the standards of the Agreement, the Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Contractor of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Contractor, either under the Agreement, at law or in equity.
 - g. **Changes to the Services.** The Commission may from time to time, request of the Contractor changes to the terms of the Agreement or Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Contractor, shall be incorporated in a written amendment to this Agreement or the Scope of Services. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Contractor represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Contractor or that Contractor shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Contractor fail to meet the above warranties, then without limiting any other remedies at law or in equity, Contractor shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Contractor acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Contractor agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Contractor.**
- a. **Nondiscrimination.** The Contractor agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Contractor will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.
 - b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Contractor performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS

130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Contractor shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Contractor, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Contractor to the respective employees to whom they are due.

- c. **Ethics.** The Contractor has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Contractor and its subContractors, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Contractor and its subContractors, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Contractors will inform their respective subContractors of this provision and require compliance herewith. Contractor shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Contractor agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Contractor to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Contractor shall maintain accurate and complete records of expenditures, costs and time incurred by Contractor in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Contractor's offices upon reasonable notice during normal business hours. Contractor shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **CW System.** The Commission may require the Contractor to use the Commission's electronic document management system in performing the Services. At the direction of the Commission, the Contractor must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Contractor must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Contractor as a result of the attendance of Contractor's personnel at CW System courses are not compensable by the Commission.
- h. **Time of Essence.** The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Contractor agrees to use its best efforts to expedite performance of the Services and the assigned Scope of Services and performance of all other obligations of the Contractor under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Contractor as a result of the Contractor's engagement hereunder.

- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Contractor shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

7. Term.

- a. The term of this Agreement is until funds are fully exhausted or for two calendar years, whichever occurs first with a one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Contractor and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Contractor at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Contractor hereunder with respect to all or any part of the Services, by written notice given to the Contractor at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Contractor from liability for the performance of any obligation of the Contractor under this Agreement performed or to have been performed by the Contractor on or before the effective date of termination or suspension. Provided the Contractor is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Contractor, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Contractor for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Contractor for any loss, cost or damage which the Contractor or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Contractor for actual expenses approved by the Commission.
- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Contractor, or if the Commission fails to make any payment or perform any other obligation hereunder, the Contractor shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Contractor for periods up to the effective date of termination.

- 8. Compensation of Contractor; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$20,000.00. The Commission shall compensate the Contractor for the Services in the manner set forth in Attachment B - Schedule of Cost of this Agreement, or as modified by written authorization. The Contractor shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Project Number. Failure to submit invoices through CW will result in delayed or non-payment to the Contractor. Furthermore, the Contractor shall submit with all invoices, a print out from the National Weather Service, National Climatic Data Center, or other like national weather-recording data center, the record snowfall for the service date for which services were rendered.

- 9. Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Contractor, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

- a. **Information.** The Commission shall provide the Contractor all reasonably requested information concerning the Commission's requirements for the Project and the Services.
- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Contractor and render decisions pertaining thereto with reasonable promptness.

- c. **Site Data.** To the extent the Commission determines to be necessary for the Contractor to perform the Services, the Commission may furnish to the Contractor information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
 - d. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Contractor to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Contractor.
 - e. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - f. **Ownership of Documents.** All documents, data, studies and reports prepared by the Contractor or any party engaged by the Contractor, pertaining to the Services shall be the property of the Commission, including copyrights.
 - g. **Audits.** The Commission shall have the right to audit the books and records of the Contractor on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Contractor hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Contractor or any person employed by the Contractor to the maximum extent permitted by applicable law.
11. **Insurance to be Maintained by Contractor.** The Contractor shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Contractor, insurance coverage as set forth in ATTACHMENT C.
12. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the Contractor duly to observe or perform any obligation or Agreement on the part of the Contractor contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Contractor by the Commission;
 - ii. Failure of Contractor to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Contractor set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
 - iv. The Contractor becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
 - v. There shall be commenced any proceeding against the Contractor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Contractor's consent or acquiescence, any trustee, receiver, liquidator or

other custodian of Custodian or of all or any substantial part of the Contractor's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

- b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Contractor, in which event the Commission shall have no further obligations hereunder or liability to the Contractor except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
 - c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Contractor under this Agreement are confidential, and the Contractor agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Contractor shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, or Scope of Services. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Contractor must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Contractor in entering into this Agreement. Contractor promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.
14. **Assignment.** The Contractor acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Contractor and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Contractor, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Contractor.
15. **Personnel.** The Contractor further acknowledges that the Contractor has represented to the Commission the availability of certain members of the Contractor's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Contractor shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Contractor's staff, to the Project.]
16. **Relationship of Parties.** The relationship of the Contractor to the Commission hereunder is that of an independent contractor, and the Contractor, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
17. **Miscellaneous.**
- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
 - b. **Entire Agreement.** This Agreement 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. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Contractor under this Agreement for

the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Contractor is not in default of any obligation of the Contractor hereunder, the Commission shall pay to the Contractor, according to the terms hereof, all compensation and reimbursements due to the Contractor for periods up to the effective date of suspension.

- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Contractor at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Contractor may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Contractor's Authority.** (INTENTIONALLY OMMITTED)

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ATTACHMENT A
SCOPE OF WORK
GROUNDS MAINTENANCE SERVICES AT VARIOUS SITES - PS2067

The Public Building Commission of Chicago (PBC) is seeking proposals for Grounds Maintenance Services at Various Sites, consisting of the following:

- 1) Grounds Maintenance Services;
- 2) Snow Removal and De-Icing Services.

A. GROUNDS MAINTENANCE SERVICES AT VARIOUS SITES

The Contractor will provide all necessary labor, supervision, equipment, fuel, supplies, transportation, removal and disposal and storage to perform the following Grounds Maintenance Services at Various Sites, as specified in Attachment B. Schedule of Cost:

A.1 Clean-Up

- A. INITIAL CLEAN-UP: At the commencement of the services, Contractor 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.
- B. ROUTINE CLEAN-UP: During each scheduled visit thereafter, Contractor 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.
- C. 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 Contractor's equipment due to failure to remove trash and/or debris prior to mowing.

A.2 Routing Maintenance Services for Lawn Care

- A. ROUTINE MAINTENANCE SERVICES: Contractor 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:
 1. MOWING: Contractor 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, the Contractor 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: The Contractor 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 the Contractor.
- c. Weed Control: The Contractor shall use weed trimmers in areas where mowers cannot reach vegetation. The Contractor 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.: The Contractor 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.

2. EDGE/TRIM:

The Contractor 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.

3. PRUNING:

The Contractor 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. Contractor shall ensure that all efforts will be made to prevent terminal growth, removal of crossover branching, and ensure overall control of height.

A.3 Schedule

- A. Contractor 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.

1. CUTTING SEASON: Cutting Season shall begin in March and shall end in November, depending on weather conditions, during the individual year.
2. HOURS: All Routine Maintenance Services for the specific property shall commence and end on the same day. Contractor 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.
3. FREQUENCY: All Routine Maintenance Services shall be performed every two weeks, Monday-Friday, excluding Holidays, weather permitting.
4. SUMMARY OF FREQUENCY FOR 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.B. 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.

B. SNOW REMOVAL AND DE-ICING SERVICES

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

B.1. 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" (4-4-310 & 10-8-180) which requires:

- 1) If the snow falls between 7 am and 7 pm: Clear the snow as soon as practicable, but no later than 10 pm on the day of the snowfall.
- 2) If the snow falls overnight between 7 pm and 7 am: Clear the snow before 10 am on the next day.

The Contractor shall be required to clear:

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

B.2. De-icing

The Contractor 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, the Contractor 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.

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.

The Contractor 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 the Contractor 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.

B.3. Availability

The Contractor 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.

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

C. ADDITIONAL SERVICES

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

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 Contractor for future services.

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

D. GENERAL SERVICE REQUIREMENTS

D.1. Staff Requirements

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

1. Contractor 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 the Contractor.

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

1. Contractor'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. Contractor must submit to the PBC a sample of his/her uniform prior to signing a contract, if requested.
2. Requirement of ID Badges is optional. Notwithstanding, Contractor, 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, Contractor shall report to the PBC any changes in personnel as they occur and prior to the person reporting to PBC's property.

D.2. Individual Properties

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

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

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

D.3. Safety and Responsibility

Contractor shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties. Contractor shall maintain, at all times, all equipment in proper and safe operating conditions and in accordance with the manufacturer's specifications. Contractor 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. Contractor shall cover cost of all damages caused by Contractor under the performance of this Contract.

Contractor 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.

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

The Contractor must 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 the Contractor's 1st Designated Contact Person and an alternate contact person. Whenever necessary, the PBC authorized representative must be able to speak, in real-time, to the 1st Designated Contact Person and/or alternate contact person.

The Contractor must comply with any and all rules, regulations, directions and safety standards while performing snow plowing operations.

The Contractor must maintain daily time sheets signed by the Contractor'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 Pre-Arranged Route Sheet listing the order that sites will be serviced. The Route Sheet must be submitted for approval to the PBC.
- Number of pieces and type of equipment used at each location/site.
- Date and time of arrival at work location/site.
- Date and time of departure from the work location/site.
- Location of work site.
- Identification number and name of operator of the vehicle that worked.

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

The Contractor 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.

D.4. Communications

The Contractor must provide a mechanism for the PBC authorized representative to maintain continuous communications with the Contractor's field supervisors, at no additional cost to the PBC. The Contractor must provide cellular phone numbers for this purpose. The Contractor'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.

D.5. Vehicle and Equipment Requirements

Each Respondent must include a description of Respondent's capacity to perform the work within the timeframe(s) required including but not limited to a listing of all vehicles and equipment necessary to perform the work, proof of ownership, and proper licensing. The Contractor will be required to supply, maintain and operate equipment necessary (snow throwers, shovels, Bobcat-like front loading equipment) to keep designated areas free of ice and snow.

D.6. Standards of Performance

Contractor 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. Contractor shall retain and utilize sufficient staff to assure the most effective and efficient performance of snow plowing and de-icing services. Contractor's employee must possess a current valid driver's license and all vehicle used in connection with the contract must be properly insured.

Contractor 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.

D.7. Contractor Employees

The Contractor's personnel shall exercise safe and sound business practices with skill, care and diligence during the performance of services. Contractor 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.

D.8. Protection of Work, Damages and Repairs

The Contractor must use care and diligence when providing snow plowing and de-icing services under this contract. The Contractor 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 the contractor, subcontractors, or its employees. The contractor must immediately notify PBC and report the nature and extent of damages prior to making any such necessary repairs.

The Contractor 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.

**ATTACHMENT B
SCHEDULE OF COST**

Contractor shall provide all services required for keeping property (or properties) listed below 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;

DESCRIPTION OF PROPERTY				
PROPERTY NAME:	Future Site of Whitney Young Branch Library Addition			
PROPERTY ADDRESS:	7901 S. King Drive			
PROPERTY TYPE:	Fenced-in Vacant Land			
DESCRIPTION OF SERVICES	UNIT	UNIT COSTS	ESTIMATED NUMBER OF CALLS	EXTENDED COST
Snow removal including de-icing & supplies.	PER CALL	\$ 170.00 /Per Call	6	\$ 1,020.00
Initial clean-up (including raking, mowing, mulch, edge/trim, pruning, removal of weeds, trash and debris prior to mowing)	PER CALL	\$ 275.00 /Per Call	1	\$ 275.00
Routine Maintenance Services for Lawn Care (including grass cutting, weed removal and control, mulch, debris removal, site drainage device clean-up)	PER CALL	\$ 140.00 /Per Call	6	\$ 840.00
TOTAL COST				\$ 2,135.00

FIRM NAME:	CLEANSLATE CHICAGO, LLC.
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ATTACHMENT 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.

C.1. INSURANCE TO BE PROVIDED

C.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 \$1,000,000 each accident, illness or disease

C.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.

C.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.

C.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.