REQUEST FOR QUALIFICATIONS (RFQ)
FOR THE RELOCATION, REHABILITATION AND MAINTENANCE OF
THE IRVING PARK ROAD GAS SERVICE STATION

O'HARE MODERNIZATION PROGRAM

Specification No. 85494
Required for use by:

CITY OF CHICAGO
(O'Hare Modernization Program)

CITY OF CHICAGO
(Department of Procurement Services)

All Responses and communications must be addressed and returned to:

Jamie L. Rhee, Chief Procurement Officer
Attention: Jacoby Radford, Assistant Procurement Officer
Department of Procurement Services
Bid and Bond Room - Room 301 City Hall
121 North LaSalle Street
Chicago, Illinois 60602

ALL RESPONSES MUST BE RECEIVED BY 4:00 P.M. ON JULY 12, 2010

RICHARD M. DALEY
MAYOR

JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER
SUBMITTAL CHECKLIST
IRVING PARK ROAD GAS SERVICE STATION

Required Content

☐ Cover Letter
☐ Respondent’s Legal Entity Contracting Information
☐ Project Understanding and Approach
  ☐ Narrative
  ☐ Team Organization Chart
  ☐ Demonstrable Plan, Schedule, Relocation Site, Public Interest Component
☐ Financial Capability
☐ Conflict of Interests
☐ Legal Actions and/or other Legal Impediments
☐ Economic Disclosure Statement and Affidavit
☐ Certificate of Insurance
☐ Licenses and Permits

This checklist is intended to assist Respondents only and may not include all submittal requirements.
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Exhibit 2  Economic Disclosure Statement and Affidavit and Appendix A
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Request for Qualifications for Gas Service Station Relocation and Rehabilitation for the Relocation, Rehabilitation and Maintenance of the Irving Park Road Gas Service Station Specification No. 85494

I. GENERAL INFORMATION

The City of Chicago ("City"), acting through its O'Hare Modernization Program ("OMP"), invites the submission of Statement of Qualifications ("SOQ", or "Response") from parties interested in relocating, rehabilitating, and maintaining the gas service station located at 209 E. Irving Park Road in Bensenville, IL in accordance with the terms and conditions stated herein ("Services").

"Respondent(s)" means the entities that submit an SOQ in response to this Request for Qualifications ("RFQ"). If the City deems a Respondent qualified and responsible to take possession of the Gas Service Station, such Respondent shall be required to enter into a Right of Entry Agreement ("Agreement") and must perform the entire scope of services set forth in Exhibit 1 of this RFQ for the removal of the Gas Service Station within ninety (90) days after entering into the Agreement. The successful Respondent will receive a Bill of Sale for the property which will have deed restrictions as required by the Illinois Historic Preservation Agency (IHPA).

A. Communications; Pre-Submittal Conference; and Document Availability

1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("DPS") regarding this RFQ. All questions or requests for clarification must be submitted to the following e-mail address: gasstation@cityofchicago.org. All questions and requests for clarification must be submitted no later than 4:00 p.m. CST on June 28, 2010. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFQ process.

2. RFQ Document Availability, Information Resources

Respondents should obtain this RFQ from the City's Bid and Bond Room ("Bid and Bond Room") located at City Hall, 121 N. LaSalle St., Room 301, and Chicago, Illinois 60602. Respondents may request the Bid and Bond Room personnel to mail them a copy of the RFQ by providing the Bid and Bond Room a Federal Express account number or make arrangements with Bid and Bond Room personnel to have a package ready for pickup by another courier service. The Bid and Bond Room telephone number is (312) 744-9773. The City accepts no responsibility for the timely delivery of materials.

In the alternative, Respondents may download the RFQ from URL address: http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2010/Spec85494.pdf. All Respondents who choose to download the RFQ are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFQ document, the Respondent must contact the Bid and Bond Room by faxing a legible copy of Respondent’s business card, referencing Specification No. 85494 to (312) 744-5611 or by calling the Bid & Bond Room at (312)744-9773 to register Respondent’s company as an RFQ document holder, which will better enable Respondent to receive any future clarifications and/or addendum related to this RFQ.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a SOQ. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s)
made under this RFQ.

B. Deadline and Procedures for Submitting SOQs

1. SOQs must be received by the Bid and Bond Room no later than 4:00 p.m. CST on July 12, 2010.

2. The City will not accept SOQs that are not received by the date and time set forth in Section I.B.1 above. Only the City's Chief Procurement Officer, at her sole discretion, will determine whether to accept a Proposal received after the due date and time. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement of this RFQ. Hand-carried SOQs must be received in the depository located in the Bid and Bond Room. The actual time of the receipt of all SOQs to this RFQ will be determined solely by the clock located in the Bid and Bond Room. It is the Respondent's sole responsibility to ensure that the SOQ is received as required.

3. SOQs must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Bid and Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois  60602
Attention:  Jacoby Radford, Assistant Procurement Officer

4. Respondent must submit one (1) original SOQ, two (2) paper copies of the SOQ, and five (5) copies of the SOQ on five separate CDs in PDF format. The original SOQ must be clearly marked as such and must bear the original signature of Respondent's authorized signatory on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or sealed boxes.

5. The outside of each sealed envelope or sealed box must be labeled as follows:

SOQ Enclosed
SOQs for the Relocation, Rehabilitation and Maintenance of the Irving Park Road Gas Service Station
Specification No. 85494
Due: 4:00 p.m. CST, July 12, 2010
Submitted by:  (Name of Respondent)
Package ____ of ____

The City's opening of Respondent's sealed envelope(s) or package(s) containing a SOQ shall neither be deemed nor constitute acceptance by the City of Respondent's SOQ. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFQ to which Respondent has responded, determining if a SOQ was submitted by the date and time specified in this RFQ, and in order to determine a Respondent's return address.

6. FEES FOR THE SUBMISSION OF SOQS. Section 2-92-418 of the Municipal Code of the City of Chicago requires for each competitively bid contract and each request for SOQs where the estimated dollar value of the Contract, as determined by the CPO, exceeds $10,000,000.00 that each Bidder or Respondent submit with its SOQ a non-refundable "submittal fee" in the amount of $900.00. The submittal fee must be submitted no later than
the date and time on which the bid or SOQ is due. The submittal fee must be in the form of a certified check, cashier’s check or money order. The CPO has determined the value of the contract for the Services required under this Contract does not exceed $10,000,000.00. As a result, a submittal fee to the City with its SOQ to this RFQ is NOT required.

C. Procurement Timetable

The timetable for the selection process is summarized below. Note that these target dates are subject to change by the City.

<table>
<thead>
<tr>
<th>Key Activity</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Issues RFQ</td>
<td>Wednesday, June 2, 2010</td>
</tr>
<tr>
<td>Pre-Submittal Conference</td>
<td>N/A</td>
</tr>
<tr>
<td>RFQ Questions and Clarifications Due</td>
<td>Monday, June 28, 2010</td>
</tr>
<tr>
<td>SOQs Due</td>
<td>Monday, July 12, 2010</td>
</tr>
</tbody>
</table>

D. Conflicts of Interests

Respondents should, in addition to the representations and warranties required by the Economic Disclosure Statement, provide any information on business or personal relationships that it believes may present a conflict of interest in the donation of the Gas Service Station to the Respondent.

The City reserves the right to evaluate potential conflicts of interests, if any, that may present a conflict in the performance of the services. With respect to the evaluation of potential conflicts of interest, the City also reserves the right to render a final decision on the eligibility of a particular Respondent, all in a manner consistent with the best interests of the City.

II. REQUIRED INFORMATION

Each SOQ must contain all of the following documents and must conform to the following requirements.

A. Format

Responses should be prepared on 8 ½ X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for SOQs, reports, and all other documents prepared in connection with this RFQ. Expensive papers and bindings are discouraged as no materials will be returned.

B. Required Content

Respondents are advised to adhere to the submittal requirements of the RFQ. Failure to comply with the instructions of this RFQ, including but not limited to the page limitations set forth below, may be cause for rejection of the non-compliant SOQ. Submission of a SOQ constitutes the Respondent’s acceptance of all requirements outlined in the RFQ. By submitting a Response to this RFQ, Respondent acknowledges that if its SOQ is accepted by the City, its SOQ and related submittals may become part of the Agreement.

At a minimum, the SOQ must include the following information:

1. Cover Letter – one page
Respondent must submit a one-page maximum cover letter signed by an authorized representative of the Respondent committing Respondent to provide the Services in accordance with its SOQ and the terms and conditions of any contract which may be awarded pursuant to this RFQ. All Responses must include a primary point of contact, his title, information about the proposing firm or organization, address, phone number, facsimile number, and an email address.

2. **Respondent's Legal Entity Contracting Information – limit of one page**

Respondents must briefly describe the legal contracting entity and business organization proposed for this RFQ.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each joint venture partner must execute a separate EDS.

If Respondent is a limited liability company, attach a copy of the operating agreement signed by an authorized member or manager of the limited liability company. Each member of the limited liability company must execute a separate Disclosure Affidavit.

3. **Project Understanding and Approach – limit of five pages plus a Team Organization chart**

Respondent must address its interest, understanding and approach to providing Services for the Project. The Response should address the following criteria:

a) **Demonstrable Plan:** Respondent should describe its intended plan/approach for relocation, restoration, and long-term maintenance of the Gas Service Station. Identify a qualified building moving company that Respondent intends to use, the distance of the move, planned route included in an exhibit, any necessary coordination with Bensenville and/or the City of Chicago for the chosen route for traffic control, and a plan for utility coordination. Respondent should also identify planned preservation efforts, and describe how the station would be restored in keeping with its historic significance. Respondent must also identify who will take title and be responsible for the restoration and long-term maintenance of the station.

   o Relocation Approach: All relocation plans must conform with the recommended approaches contained in the American Association for State and Local History publication “Moving Historic Buildings” by John Obed Curtis.

   o Rehabilitation Standards: Pursuant to a deed restriction, the station must be rehabilitated according to the Secretary of the Interior’s Standards for Rehabilitating Historic Buildings.

   o Environmental Compliance: Respondent’s ability to identify applicable environmental regulations and commitment to comply with those regulations in the relocation, restoration, and long-term maintenance of the station.

   o Equipment: Identify the types and quantities of equipment needed to relocate the structure. Use of certain equipment such as cranes may require filing an FAA Form 7460-1, Notice of Proposed Construction or Alteration.

b) **Schedule:** Respondent should provide its proposed schedule for the relocation, which must be completed within 90 days of acceptance of Response.

c) **Availability of the Relocation Site:** Respondent should provide proof of ownership or other.

d) **Public Interest.**

Any subcontractors that will be performing work on this Project should be listed along with discussion of their roles and responsibilities.
4. **Financial Capability**

Respondent must demonstrate financial capability and funding commitment to support the relocation, restoration, and long-term maintenance of the Gas Service Station. Such financial capability may be demonstrated through the existence of a trust with monies specifically allocated for such purposes, or other means that Respondent believes sufficient. The City reserves the right to ask for additional information including but not limited to audited financial statements of the Respondent.

5. **Conflict of Interests**

If applicable, Respondent must provide a statement and information regarding conflicts of interest that would affect the donation of the Gas Service Station to the Respondent or might preclude Respondent from receiving a monetary contribution from the City.

6. **Legal Actions**

Respondent, or each separate legal entity comprising Respondent, if applicable, must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (a) Respondent or any division, subsidiary or parent company of Respondent, or (b) any member or partner of Respondent, if Respondent is a business entity other than a corporation, has been:

- a debtor in bankruptcy; or
- a defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
- a respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- a defendant in any criminal action; or
- a named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- a principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- a defendant or respondent in a governmental inquiry or action regarding the accuracy of prepared financial statements or disclosure documents.

7. **Economic Disclosure Statement and Affidavit ("EDS")**

Respondent, or each separate legal entity comprising Respondent, if applicable, must submit a complete online EDS prior to the Response due date. If the Respondent is a business entity other than a corporation, then each member or partner of the Respondent must complete an online EDS. In addition, any entity that has an interest in the Respondent or in one or more of its members or partners and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) (the "Municipal Purchasing Act") or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit an online EDS as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit.

If the Respondent is unable to complete an online EDS and print a certificate of filling prior to the Response due date, the City will accept a paper copy of EDS provided written justification is submitted with the Response explaining good faith efforts to complete it before the Response due date and the reasons why it could not be completed. All affidavits must be notarized.

Subcontractors do not have to submit a Disclosure Statement unless otherwise requested by the
City.

8. Insurance

Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and in the form provided in Exhibit 3 to this RFQ. Respondents are NOT required to submit evidence of insurance with the SOQ but must submit evidence of insurability indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified in Exhibit 3. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded an Agreement, must be in the name of the joint venture or limited liability company.

9. Required Permits and Licenses

Respondents must submit copies of current licenses from the Illinois Department of Financial and Professional Regulation if required. Respondent must also submit evidence that it is capable of obtaining any necessary permits and licenses required for the Services.

III. EVALUATION OF STATEMENT OF QUALIFICATIONS (SOQ)

A. Selection Committee

A Selection Committee ("SC"), which may include representatives of the FAA, IHPA, OMP, DPS, or other City departments. The City reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the SOQs as it deems necessary.

The SC will assess the Respondent’s compliance with and adherence to all submittal requirements. SOQs which are incomplete and missing key components necessary to fully evaluate the SOQ may, at the discretion of the CPO, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

The SC will then evaluate the extent to which a Response meets the Project requirements set forth in the RFQ. The focus of the evaluations will be on the Respondent’s understanding and approach, qualifications, experience, proposed implementation plan, and other factors based on the evaluation criteria outlined in this section. The SC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent’s financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its SOQ or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the response and eliminate the Respondent from further consideration.

The SC will make a final evaluation and will submit a recommendation to the Commissioner. If the Commissioner concurs with the recommendation from the SC, the Commissioner will forward such concurrence and recommendation to the CPO for authorization to enter into an Agreement with the selected Respondent. The selected Respondent must provide Insurance Certificate of Coverage per Exhibit 3 of the RFQ, necessary permits and licenses and enter into a Right of Entry Agreement to remove the Gas Service Station within 90 days of notice of award. The selected Respondent will receive a Bill of Sale with certain deed restrictions as proof of ownership. Before starting the Services, set forth in Exhibit 1, the selected Respondent will be required to submit to the Commissioner a relocation and rehabilitation schedule in accordance with Section II.B.3 of the RFQ.
B. Evaluation Criteria

The City will review the Respondent's SOQ using the following criteria (in no particular order of importance or evaluation weight):

1. Respondent's understanding and approach including demonstrated experience, professional and technical competence, ability to adhere to rehabilitation standards and environmental compliance.

2. Respondent's plan addressing the historic preservation and access to the Gas Service Station that addresses the public interest.

3. Completeness and comprehensiveness of a Response to this RFQ and compliance with the submittal requirements.

4. Legal actions that might affect Respondent's ability to perform.

5. Financial capacity to deliver the required Services.

6. Absence of any relationship that could constitute a conflict of interest or otherwise impede the ability of the Respondent to protect the interests of the City.

7. Compliance with all applicable local, City, State and Federal laws, ordinances and statutes and requirements including required disclosures and certifications.

IV. CONFIDENTIALITY; PUBLIC INFORMATION

Respondents may designate those portions of a SOQ which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential. If a Respondent includes Data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

A. Mark the title page as follows: "This SOQ includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this SOQ. The City, for purposes of this provision, will include any consultants assisting in the evaluation of SOQ. If, however, an Agreement is awarded to this Respondent as a result of or in connection with the submission of this Data, the City has the right to duplicate, use or disclose the Data to the extent provided in the resulting Agreement. This restriction does not limit the City's right to use information contained in the Data if it is obtained from another source without restriction. The Data subject to this restriction are contained in sheets (insert page numbers or other identification)."

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

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

D. All SOQs submitted to the City in response to this RFQ are subject to the Freedom of Information Act.

E. Consistent with the City's practice of making available all information submitted in response to a public procurement, except for confidential Data, all SOQs, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this RFQ, and any information or documentation presented to City as part of negotiation of an Agreement will be made publicly available through a Website hosted by the City.
V. ADDITIONAL DETAILS OF THE RFQ PROCESS

A. Addenda

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent to all of
the prospective Respondents listed on the “Specification Take-Out-Sheet” prior to the SOQ due date.
Prospective Respondents are automatically included on the Specification Take-Out Sheet when they sign
for a copy of the RFQ package in the Bid and Bond Room. See Section I.A.2 for additional information.
Each addendum is incorporated as part of the RFQ documents, and receipt of an addendum must be
acknowledged by the prospective Respondent.

The addendum may include, but will not be limited to, the following:

1. A change of the Response due date;

2. Clarifications to Respondents questions; and

3. Terms and conditions the City anticipates will be included in the final signed contract.

B. City’s Rights to Reject SOQ

The City is under no obligation to award an Agreement pursuant to this RFQ and, acting through the CPO,
reserves the right to reject any and all SOQs. The City reserves the right to use any other procurement
method available under applicable law to obtain the Services described herein.

C. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, team member(s),
subcontractors or other interested parties in connection with the RFQ process, including but not limited to
costs associated with preparing the SOQ, participation in any conferences, oral presentations or
negotiations.
Exhibit 1

Property Description and Scope of Services for the Relocation, Rehabilitation and Maintenance of the Irving Park Road Gas Service Station
Exhibit 1

PROPERTY DESCRIPTION AND SCOPE OF SERVICES FOR
RELOCATION, REHABILITATION AND MAINTENANCE OF THE IRVING PARK ROAD
GAS SERVICE STATION

Property Name: Gas Service Station

Location: 309 E. Irving Park Road in Bensenville, Addison Township, DuPage County, Illinois

Owner: City of Chicago (as of February 2010)

Method of Transfer: Donation. The City of Chicago will provide a monetary contribution of $17,250 to assist in relocation, rehabilitation and maintenance of the Irving Park Road Gas Service Station (“Gas Service Station”). Property is taken in “as is” condition.

Scope of Effort: The City of Chicago is seeking interested entities, individuals or groups to take possession, relocate, and rehabilitate the Domestic style, Tudor revival Gas Service Station currently located at 309 E. Irving Park Road in Bensenville, Illinois. See Property Description below.

The selected Respondent will perform the following Services:

- Remove and relocate the entire 2,079 square foot structure (to slab) including 4 service bays.
- Structure shall be moved consistent with the recommended approaches contained in the American Association for State and Local History publication “Moving Buildings” by John Obed Curtis.
- Structure must be completely removed from its existing site within ninety (90) days after acceptance of the Response and award of the Agreement.
- Moving contractor must be licensed and bonded and experienced in moving similar structures.
- Moving/relocation must comply with applicable IDOT and local jurisdictional requirements including providing escort vehicles, flagmen, signage, etc. as may be required.
- Upon relocation, Respondent must rehabilitate the relocated station according to the recommended approaches of the Secretary of the Interior’s “Standards for Rehabilitating Historic Buildings” pursuant to a deed restriction upon relocation.
- Perform environmental compliance as may be applicable related to the interior/exterior condition of the structure. City is responsible for removal/mitigation of any underground storage tanks (UST) / above ground storage tank (AST) or other hazardous waste associated with the property (non-structure).
- Obtain Applicable Permits for removal and transport. The Respondent will need to comply with permit requirements from the City of Chicago or other entities for the removal and transport of such structures as may be applicable.
• Utility Disconnection. Respondent is responsible for any associated utility disconnections as may be applicable.

• The Respondent cannot demolish or salvage portions of the structure; the entire structure must be moved and rehabilitated.

**Property Description (detailed):** The Gas Service Station is located at 309 East Irving Park Road, Addison Township, Village of Bensenville, DuPage County, Illinois on the north side of Irving Park Road, west of Orchard Avenue. It was originally built between 1931 and 1939 as a Phillips 66 Courtesy Station and remained that way until its conversion to Bell Automatic Transmissions in 1976.

Architecturally, the Gas Service Station is a Domestic style, Tudor Revival, house with bays form. Domestic style stations were designed to look like homes and blend into neighborhoods; in this case, the Tudor Revival architectural styled structure was designed to blend into the circa 1900-1928 Garden Orchard residential subdivision. Distinctive Tudor elements of this building include limestone quoins at the corners, above the windows and surrounding the doors; the pseudo half-timbered gables (limestone “timbers”) with verge boards; and the steeply pitched side gable roof. Although retrofitting of the doors and windows on the streetscape during the late twentieth century has compromised the integrity of the Gas Service Station, the station still maintains much of its 1930s look. Except for the missing gas pumps, the station is situated on the same road it serviced since 1941.

The original Gas Service Station measures 38 feet by 25 feet and is situated on the north side of Irving Park Road. The original station had a single service bay on the west end of the building, a central lobby and retail space on the east end, and men’s and women’s restrooms on the north end. An addition, including two service bays, is appended to the west wall of the station and measures 32 feet by 29 feet with the west wall following the lot line and out of square with the rest of the building. What was most likely retail space in the east end of the structure has since been converted into an additional service bay. The entire structure is approximately 2,079 square feet.

The Gas Service Station is of common bond brick construction on a concrete slab. The exterior walls are 1.5 bricks thick and the interior walls are 1 brick thick. The three walls visible from the street (the south, east and north elevation views) contain wire-cut bricks with common brick used on the west wall. The quality, texture and color of the brick appear consistent and it is likely that the service bays were original to the structure. The addition on the west end of the structure is of cinder block construction, clad with brick and decorative limestone on the south elevation and is sympathetic to the original station's design.

The front 10 feet of the station is capped with a high-pitched gable roof and three dormers facing south. The gable roof is a commercial false front that masks the flat roof from view. Red, hexagonal composite shingles protect the gabled roof and dormers. The framing for the false front gable roof comprises 2 inch by 12 inch rafters on 24 inch centers. The tongue-and-groove bead board ceiling obscured the framing for the flat roof portion of the Gas Service Station. The roof framing for the addition comprises 2 inch by 12 inch rafters set east-west on 16 inch centers and is supported by a central, steel support beam.

**Current Condition of Structure:** The Gas Service Station was acquired by the City of Chicago in February 2010. Prior to this time the structure was unoccupied, abandoned and not maintained for several years. It is generally recognized to be in poor and deteriorating condition.

**Interior:** The interior of the building has been highly modified since its construction during the 1930s and now consists of two general areas: the original structure and an addition to the west end of the building. The original part of the structure is divided into three bays with a lobby and restrooms occupying the central bay. To the west of the original structure is an addition that contains two service bays. There is a trap door to access the "attic" space under the gable part of the false roof. A single chimney for the furnace at the rear of the station vents noxious fumes. The brick chimney is approximately 20 inches by 20 inches on the exterior and rises 9 feet above the top of the rear (north) wall.
The condition of the inside of the building is poor; the paint condition is flaking significantly as well as notably stained concrete. There is one above ground storage tank (AST) and possibly two underground storage tanks (USTs). Asbestos has also been found in the floor tile and mastic at the entrance of the facility. There has also been significant rain/water damage to the interior of the building due to holes in the roof.

Interior Photos (courtesy of the O'Hare Modernization Program):
Exterior: The former Gas Service Station is abandoned and deteriorating. The rear wall of the building needs to be tuck-pointed and the roof leaks resulting in the partial collapse of the bead board ceiling. Limestone lintels surmount each window opening and 8 inch stone sills mark the base; however, none of the original window sashes remain intact. The window openings have been bricked up or secured with plywood. All decorative trim along the eaves, that may have been present, have been removed and replaced by aluminum gutters.

Exterior Photos (courtesy of the O'Hare Modernization Program):
Location map:

Gas Service Station
309 E Irving Park Road
Bensenville, Illinois 60106

York Road
Irving Park Road
Exhibit 2

Economic Disclosure Statement ("EDS") and Affidavit and Appendix A  
EDS On-Line Instructions and EDS Template
INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The Respondent shall complete an online EDS prior to the Response due date. A Respondent who does not file an electronic EDS prior to the Response due date may be found non-responsive and its Response rejected. 

If you are unable to complete the online EDS and print a Certificate of Filing prior to the Response due date, the City will accept a paper EDS provided written justification is provided explaining the Respondent’s good faith efforts to complete it before the Response due date and the reasons why it could not be completed.

1.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Respondent must complete an online EDS prior to the bid opening date.

A Respondent that does not file an electronic EDS prior to the Response due date will be found non-responsive and its Response will be rejected unless a paper EDS and written justification is submitted with the Response as explained in the above paragraph).

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is https://webapps.cityofchicago.org/EDSWeb

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should provide this number here:

EDS Number: ______________________

1.4. ONLINE EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Respondent that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Invitation number, if you were provided an invitation number.</td>
</tr>
<tr>
<td>2.</td>
<td>EDS document from previous years, if available.</td>
</tr>
<tr>
<td>3.</td>
<td>Email address to correspond with the Online EDS system.</td>
</tr>
</tbody>
</table>

Economic Disclosure Statement Exhibit 2 - 2
### 4. Company Information:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Legal Name</td>
</tr>
<tr>
<td>b.</td>
<td>FEIN/SSN</td>
</tr>
<tr>
<td>c.</td>
<td>City of Chicago Vendor Number, if available.</td>
</tr>
<tr>
<td>d.</td>
<td>Address and phone number information that you would like to appear on your EDS documents.</td>
</tr>
<tr>
<td>e.</td>
<td>EDS Captain. Check for an EDS Captain in your company - this may be the person that usually submits EDS for your company, or the first person that registers for your company.</td>
</tr>
</tbody>
</table>

### 1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

1. Invitation number, if you were provided with an invitation number.
2. Site address that is specific to this EDS.
3. Contact that is responsible for this EDS.
4. EDS document from previous years, if available.
5. Ownership structure, and if applicable, owners’ company information:
   a. % of ownership
   b. Legal Name
   c. FEIN/SSN
   d. City of Chicago Vendor Number, if available.
   e. Address
6. List of directors, officers, titleholders, etc. (if applicable).
7. For partnerships/LLC/LLP/Joint ventures, etc.:
   a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

8. Contract related information (if applicable):
   a. City of Chicago contract package
   b. Cover page of City of Chicago bid/solicitation package
   c. If EDS is related to a mod, then cover page of your current contract with the City.
9. List of subcontractors and retained parties:
   a. Name
   b. Address
   c. Fees – Estimated or paid

1.7. **EDS FREQUENTLY ASKED QUESTIONS**

**Q:** Where do I file?
**A:** The web link for the Online EDS is [https://webapps.cityofchicago.org/EDSWeb](https://webapps.cityofchicago.org/EDSWeb)

**Q:** How do I get help?
**A:** If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

**Q:** Why do I have to submit an EDS?
**A:** The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

**Q:** Who is the Applicant?
**A:** “Applicant” means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

**Q:** Who is the Disclosing Party?
**A:** “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

**Q:** What is an entity or legal entity?
**A:** “Entity” or “Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**Q:** What is a person for purposes of the EDS?
**A:** “Person” means a human being.

**Q:** Who must submit an EDS?
**A:** An EDS must be submitted in any of the following three circumstances:

<table>
<thead>
<tr>
<th>Applicants:</th>
<th>An Applicant must always file this EDS. If the Applicant is a legal entity, state</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q:</td>
<td>What information is needed to submit an EDS?</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A:</td>
<td>The information contained in the Preparation Checklist for EDS submission.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q:</th>
<th>I don’t have a user ID &amp; password. Can I still submit an Online EDS?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A:</td>
<td>No. You must register and create a user ID and password before submitting an Online EDS.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q:</th>
<th>What information is needed to request a user ID &amp; password for Online EDS?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A:</td>
<td>The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q:</th>
<th>I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A:</td>
<td>Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering “Yes” to “Is this an existing City of Chicago user ID?” when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q:</th>
<th>I don’t have an email address. How do I submit an Online EDS?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A:</td>
<td>You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as <a href="http://www.hotmail.com">www.hotmail.com</a> or <a href="http://www.yahoo.com">www.yahoo.com</a> or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q:</th>
<th>I forgot my user ID. Can I register again?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A:</td>
<td>No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q:</th>
<th>Who is the EDS Captain?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A:</td>
<td>The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.</td>
</tr>
</tbody>
</table>

| Entities holding an interest: | Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf. |

| Controlling entities: | Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf. |
one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new
users, change contact information for an organization, and de-active accounts of employees who
have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?
A: The Online EDS is designed to be a self-service web application which allows those doing or
seeking to do business with the City to perform as many routine functions as possible without City
intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role
allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?
A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of
the organization.

Q: I forgot my password. What should I do?
A: To retrieve a temporary password, click the “Forgot your password?” link on the login page.
Enter your user ID that you provided when you registered your account. The system will
automatically generate a temporary password and send it to you. When you log-in with your
temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?
A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS
questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?
A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on
“Create New”. Answer (click) “Contract” to “Is this EDS for a contract or an EDS information
update?” Click “Fill out EDS”, and click on the “Retained Parties” tab. When finished, click on
“Ready to Submit.”

Q: How do I attach documents?
A: Attachments are discouraged. If at all possible, please provide a concise explanation in the
space provided in the online form. Attachments with pages of officers are not acceptable. Names
of officers must be typed into the system. If you must provide an attachment for another reason,
please send it to your City of Chicago contact (contract administrator or negotiator for
procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or
paper format.

Q: Who can complete an Economic Disclosure Statement online?
A: Any authorized representative of your business with a user ID and password can complete
your EDS online. One person, such as an assistant, can fill in the information and save it, and
another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?
A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the
processing of contract awards. A certificate of filing can be printed at the completion of the
process and inserted into your bid package. The biggest benefit for those who frequently do
business with the City is that after the first EDS, each EDS is much easier to fill out because non-
contract specific information is pre-filled from the last submitted EDS.

**Q:** Will my information be secure?

**A:** Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

**Q:** I am filing electronically. How do I sign my EDS?

**A:** Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

**Q:** My address has changed. How can I update my information?

**A:** You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration.” Select the appropriate site and click edit.

**Q:** I have more questions. How can I contact the Department of Procurement Services?

**A:** Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

**Q:** Can I save a partially complete EDS?

**A:** Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

**Q:** Do I have to re-type my information each time I submit an EDS?

**A:** No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

**Q:** What are the system requirements to use the Online EDS?

**A:** The following are minimum requirements to use the Online EDS:

1. A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
2. Your web browser is set to permit running of JavaScript.
3. Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
4. Your monitor resolution is set to a minimum of 1024 x 768.
5. While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos.
videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at http://get.adobe.com/flashplayer

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XIP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.
INSTRUCTIONS FOR COMPLETING

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS.

"Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

3. Controlling entities. Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Ver. 11-01-05
SECTION I -- GENERAL INFORMATION

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

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: ________________________________________________________________
   OR
3. [ ] a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: ________________________________________________________________

B. Business address of Disclosing Party: ________________________________________________________________

C. Telephone: ______________ Fax: ______________ Email: ______________

D. Name of contact person: ________________________________________________________________

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

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

   ________________________________________________________________

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

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

   Specification # __________________________ and Contract # __________________________

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

   [ ] Person  [ ] Limited liability company*
   [ ] Publicly registered business corporation  [ ] Limited liability partnership*
   [ ] Privately held business corporation  [ ] Joint venture*
   [ ] Sole proprietorship  [ ] Not-for-profit corporation
   [ ] General partnership* (Is the not-for-profit corporation also a 501(c)(3))?  [ ] Yes  [ ] No
   [ ] Limited partnership*  [ ] Other (please specify) ____________________________________________
*Note B.1.b below.*

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

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

[ ] Yes  [ ] No  [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Percentage Interest in the Disclosing Party</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Economic Disclosure Statement  Exhibit 2 - 11
SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

[ ] Yes [ ] No

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

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party’s regular payroll.

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

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

(Add sheets if necessary)

[ ] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.
SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

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

[ ] Yes  [ ] No  [ ] No person owns 10% or more of the Disclosing Party.

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

[ ] Yes  [ ] No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1 of this EDS:

   a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

   b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

   c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;

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

   e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

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

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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

_________________________________________________________

_________________________________________________________
C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. CERTIFICATION

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

[ ] is  [ ] is not

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

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

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Nature of Interest</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

_____1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

_____2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

<p>| | | |</p>
<table>
<thead>
<tr>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Economic Disclosure Statement
SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

[ ] Yes  [ ] No

If "Yes," answer the three questions below:

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

[ ] Yes  [ ] No

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

[ ] Yes  [ ] No

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

[ ] Yes  [ ] No

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

________________________________________________________________________

________________________________________________________________________

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

The Disclosing Party understands and agrees that:

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

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false
statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

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

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

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

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

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

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

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

_________________________________________ Date: __________________________
(Print or type name of Disclosing Party)

By:

_________________________________________
(sign here)

_________________________________________
(Print or type name of person signing)

_________________________________________
(Print or type title of person signing)

Signed and sworn to before me on (date)____________________, by____________________, at ___
_____

____________________County, _____________________(state).

___________________________Notary Public.

Commission expires: ________________________.

12/15/05 DPS Word Version of Law 11/01/05 Version
FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof currently has a “familial relationship” with any elected city official or department head. A “familial relationship” exists if, as of the date this EDS is signed, the Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof is related, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

“Applicable Party” means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers and members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. “Principal officers” means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

[ ] Yes    [ ] No

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

________________________________________________________

________________________________________________________

________________________________________________________

Economic Disclosure Statement
CERTIFICATION

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

(Print or type name of Disclosing Party) ___________________________

By: ___________________________

(Sign here)

(Print or type name of person signing) ___________________________

(Print or type title of person signing) ___________________________

Signed and sworn to before me on (date) ___________________________, by ___________________________, at __________________________ County, __________________________ (State).

Notary Public. Commission expires: ___________________________.
Exhibit 3

Insurance Requirements
Exhibit 3

Insurance Requirements

Chicago Department of Aviation
Gas Service Station Relocation and Rehabilitation

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insured, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago, Village of Bensenville, DMJM Aviation Partners JV, PB Americas, Inc., and BPC Airport Partners are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Consultant may maintain limits of not less than $2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage. Coverage must include pollution liability. The City of Chicago, Village of Bensenville, DMJM Aviation Partners JV, PB Americas, Inc., and BPC Airport Partners are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Consultant may maintain limits of not less than $2,000,000 with the same terms herein.

4) Contractors Pollution Liability

When Contractor or subcontractor perform any remedial work other than asbestos (e.g. underground storage tank removal, lead abatement, industrial (oil) cleanup), Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed
or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

5) **Asbestos Abatement Liability**

When any asbestos abatement work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than $1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

6) **Property**

Contractor is responsible for all loss or damage to personal property (including but not limited to material, equipment, and supplies), owned, rented, or used by Contractor.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, O'Hare Modernization Program, 10510 West Zemke Road, Chicago, IL 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.
If Contractor is a joint venture or a limited liability company, the insurance policies must name the joint
venture or limited liability company as a named insured.

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

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

Notwithstanding any provisions in the contract to the contrary, the City of Chicago Risk Management
Department maintains the right to modify, delete, alter or change these requirements.
INSURANCE CERTIFICATE OF COVERAGE

**Named Insured:**

**Description of Operation/Location**

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Insurer Name</th>
<th>Policy Number</th>
<th>Expiration Date</th>
<th>Limits of Liability All Limits in Thousands</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Liability</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Claims made [ ] Occurrence</td>
<td></td>
<td></td>
<td></td>
<td>CSL Per Occurrence $ ___________</td>
</tr>
<tr>
<td>Premise-Operations</td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $ ___________</td>
</tr>
<tr>
<td>Explosion/Collapse Underground</td>
<td></td>
<td></td>
<td></td>
<td>Products/Completed Operations Aggregate $ ___________</td>
</tr>
<tr>
<td>Products/Completed-Operations</td>
<td></td>
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<td></td>
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<tr>
<td>Blanket Contractual</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Broad Form Property Damage</td>
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</tr>
<tr>
<td>Independent Contractors</td>
<td></td>
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<tr>
<td>Personal Injury</td>
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<tr>
<td>Pollution</td>
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<tr>
<td><strong>Automobile Liability</strong></td>
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<td></td>
<td></td>
<td>CSL Per Occurrence $ ___________</td>
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<tr>
<td>[ ] Excess Liability</td>
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<td>Each Occurrence $ ___________</td>
</tr>
<tr>
<td>[ ] Umbrella Liability</td>
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</tr>
<tr>
<td><strong>Worker’s Compensation and Employer’s Liability</strong></td>
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<td></td>
<td></td>
<td>Statutory/Illinois Employers Liability $ ___________</td>
</tr>
<tr>
<td><strong>Builders Risk/Course of Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td>Amount of Contract $ ___________</td>
</tr>
<tr>
<td><strong>Professional Liability</strong></td>
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<td></td>
<td></td>
<td>$ ___________</td>
</tr>
<tr>
<td><strong>Owner Contractors Protective</strong></td>
<td></td>
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<td></td>
<td>$ ___________</td>
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<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ ___________</td>
</tr>
</tbody>
</table>

a) Each insurance policy required by this agreement, excepting policies for worker’s compensation and professional liability, will read: “The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.”

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

**Name and Address of Certificate Holder and Recipient of Notice**

**Certificate Holder/Additional Insured**

**City of Chicago**

**Procurement Department**

121 N. LaSalle St., #403

**Chicago, IL 60602**

**Signature of Authorized Rep.**

**Agency/Company:**

**Address:**

**Telephone:**

For City use only

**Name of City Department requesting certificate: (Using Dept.)**

**Address:**

**ZIP Code:**

**Attention:**
Exhibit 4

Memorandum of Agreement Regarding Relocation of the Gas Service Station
MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL AVIATION ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
AND
THE CITY OF CHICAGO

Regarding

The Proposed O’Hare Modernization Program (OMP)
In the Village of Bensenville and the City of Chicago
DuPage County, Illinois

WHEREAS, the Federal Aviation Administration (FAA), as the lead Federal agency, has been requested to approve the City of Chicago’s proposed Airport Layout Plan (ALP) and associated development actions for Chicago O’Hare International Airport (O’Hare); and

WHEREAS, the undertaking consists of the FAA’s approval of the City of Chicago’s proposed ALP and associated development actions at O’Hare; and

WHEREAS, the FAA has defined the undertaking’s Area of Potential Effect (APE) as that depicted on Exhibit 1; and

WHEREAS, the FAA is responsible for completing the requirements of Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470 (NHPA) for this undertaking; and

WHEREAS, the FAA has consulted with the Advisory Council on Historic Preservation (ACHP) and the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act; and

WHEREAS, the City of Chicago participated in the consultation on these properties, would be the entity implementing the proposed undertaking depicted on the ALP, and would assume responsibilities under this Memorandum of Agreement (MOA), the FAA has invited the City of Chicago to be a signatory to this MOA; and

WHEREAS, the FAA, in consultation with the SHPO, has established the Area of Potential Effect, as defined at 36 CFR § 800.16(d), to include the properties known as the Green Street School, Gas Service Station, St. Johannes Cemetery, and Rest Haven Cemetery which are considered to be eligible for the National Register of Historic Places; and
WHEREAS, the FAA, in consultation with the SHPO, has determined that implementation of the proposed undertaking depicted on the ALP would have effects upon the Green Street School, Gas Service Station, St. Johannes Cemetery, and Rest Haven Cemetery; and

WHEREAS, the FAA, in consultation with the SHPO, has determined that implementation of the proposed undertaking depicted on the ALP would have no adverse effect upon the Green Street School due to the fact that the only action to be taken at the former school is the decrease in height of one chimney; and

WHEREAS, the FAA intends to use the provisions of this MOA to address applicable requirements of Section 110(b) of NHPA, 16 U.S.C. 470h-2(b); and

WHEREAS, the Village of Bensenville as representative for the Gas Service Station, the St. John’s Church of Christ as representative for St. Johannes Cemetery, and the Rest Haven Cemetery Association as representative for Rest Haven Cemetery also participated in the consultation on these properties and are invited to concur with this MOA; and

NOW, THEREFORE, the FAA, the Advisory Council on Historic Preservation, and the Illinois State Historic Preservation Office agree that, upon acceptance of this MOA, and upon the FAA’s issuance of a Record of Decision approving the proposed O’Hare Modernization Program (OMP), and the City of Chicago’s decision to proceed with the proposed OMP, the FAA shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The FAA will ensure that the City of Chicago completes the following measures:

I. MITIGATION

A. Gas Service Station

FAA shall ensure that the following measures are carried out by City of Chicago:

1. In consultation with SHPO and FAA, the City of Chicago shall, upon the City’s acquisition of the Gas Service Station, prepare a plan to market the gas service station to a party who would move it from its existing site. This plan shall include the following elements:

   a. Exterior and interior photographs of the gas service station.

   b. Location map.

   c. Information on the gas service station’s architectural significance.
d. A statement that the gas service station will be donated by the City of Chicago to an appropriate party with a monetary contribution to the moving costs not to exceed demolition costs.

e. A statement that the recipient of the Gas Station will be required to move the gas service station from its existing site and rehabilitate the gas service station according to the recommended approaches of the Secretary of the Interior’s “Standards for Rehabilitating Historic Buildings” pursuant to a deed restriction upon relocation.

f. A distribution list of potential purchasers or transferees.

g. An advertising plan and schedule.

h. A schedule for receiving and reviewing offers.

2. The City of Chicago shall review all reasonable offers in consultation with SHPO and FAA prior to acceptance of any specific offer. However, SHPO agrees that City of Chicago shall not be required to accept any offer or proposal that: (1) requires payment by the City of Chicago in an aggregate amount that exceeds the cost of demolition; (2) fails to provide that the gas service station will be completely removed from its existing site within ninety (90) days after acceptance of the proposal, or (3) does not provide reasonable assurances that the Village of Bensenville will allow the gas service station to be removed and relocated within such ninety (90) day period.

3. The specifications for moving shall be reviewed and commented on by SHPO and shall conform to the recommended approaches contained in the American Association for State and Local History publication Moving Historic Buildings by John Obed Curtis.

4. The City of Chicago shall make the property available via a marketing period of at least 120 days. If, after the expiration of that period, there are no transfer proposals submitted that in the judgment of the FAA, the City of Chicago and SHPO satisfy the requirements of paragraph 2, above, the City of Chicago shall notify SHPO and FAA with documentation of its marketing efforts and may demolish the gas service station immediately thereafter, conditioned upon the SHPO’s acceptance of item 7 below.

5. Whether the property is transferred or demolished, the City of Chicago will ensure that the property is documented according to with Illinois Historic American Buildings Survey (IL HABS) Standards and Guidelines. The general scope of work for the required IL HABS documentation is as follows:

a. Level III documentation will be required.
b. Reproduction of available original drawings or sketch floor plans, on 24”x 36” IL HABS template mylars, forwarded by properly formatted IL HABS drawings Title Sheet.

c. Large format, 4” x 5” negative and 5” x 7” print, photography of exterior elevations, significant interior spaces and distinctive exterior and interior architectural features of the property. Approximately fifteen (15) Views.

d. Written architectural description of the gas service station using the IL Historic American Buildings Survey (HABS) / Historic American Engineering Record (HAER) designated outline format.

e. Written contextual histories associated with the property in the narrative form and inserted into the appropriate section of the IL HABS/HAER format.

6. The City of Chicago will award the IL HABS Documentation project to a consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS/HAER Standards.

7. SHPO will review the required IL HABS/HAER Documentation submittals, and accept or reject the 100% submittal in accordance with IL HABS/HAER Standards.

8. After SHPO acceptance, completed IL HABS/HAER Documentation will be deposited within the archives section of the Abraham Lincoln Presidential Library. SHPO requires that one standard and one microfiche copy of accepted documentation be provided for repository use.

9. No demolition or alteration of the property will be undertaken until all of the IL HABS/HAER documentation is accepted in writing by SHPO.

10. If during any phase of the subject undertaking unknown historic properties are discovered or unanticipated effects on historic properties found may occur, or human skeletal remains are discovered, the City of Chicago will halt ground disturbing activities in the immediate area of the discovery, initiate discovery notification procedures in a manner that is as similar as is reasonably possible to the procedures described in implementing the Illinois Skeletal Remains Protection Act (20 ILCS 3440) and consult with SHPO to establish and implement proper mitigative procedures concerning the discovered remains and/or properties before resuming ground disturbing activities in that work stoppage area.

11. Upon satisfactory compliance with the terms of this Memorandum of Agreement, SHPO shall, within thirty (30) days after the receipt of the last criterion for approval, issue written authorization to proceed with the demolition of the property. If, within thirty (30) days of the last submission of any criterion for approval required by this Memorandum of Agreement, SHPO has not issued
written authorization to demolish the Gas Service Station, and SHPO has not provided the City of Chicago with any written reason that falls within the specific scope, requirements and limits of this Memorandum of Agreement, SHPO agrees that the City of Chicago has fully complied with all state historic preservation laws pertaining to the demolition of the property.
II. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the FAA shall consult with such party to resolve the objection. If the FAA determines that such objection cannot be resolved, the FAA will:

A. Forward all documentation relevant to the dispute, including the FAA’s proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the FAA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FAA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The FAA will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the FAA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FAA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. It is the FAA's responsibility to ensure the City of Chicago carries out all actions required by the terms of this MOA that are not the subject of the dispute and remain unchanged.

III. PROFESSIONAL QUALIFICATIONS

FAA shall ensure that all historic preservation work carried out pursuant to this agreement is carried out by or under the supervision of a person or persons meeting, at a minimum, the Secretary of the Interior’s Professional Qualifications Standards in the field of architectural history, as published in 36 CFR Part 61. All archaeological work will be performed by an archaeologist working on consultation with a SHPO staff archaeologist.

IV. DURATION

This life of this MOA is 5 (five) years from the date of its execution, except for the provision dealing with Rest Haven Cemetery (I.C.3) which shall remain in place for as long as that cemetery is located at its present site. All other work must be completed within that time, unless the signatories agree in writing to extend for the time to carry out its terms, except for as provided in the provision of I.C.1 and 2.
V. POST-REVIEW DISCOVERIES

If potential unknown historic properties are discovered or unanticipated effects on historic properties occur, or human skeletal remains are discovered outside of St. Johannes Cemetery, City of Chicago will halt ground disturbing activities in the immediate area of the discovery, initiate discovery notification procedures in a manner that is as similar as may be reasonably possible to the procedures described in implementing the Illinois Skeletal Remains Protection Act (20 ILCS 3440) and consult with SHPO to establish and implement proper mitigative procedures concerning the discovered remains and/or properties prior to resuming ground disturbing activities in that work stoppage area.

VI. MONITORING AND REPORTING

Every 3 months after the signatories sign this MOA and until it expires or it is terminated, the FAA shall provide the signatories to this MOA and the ACHP a summary report. The report will summarize work undertaken pursuant to its terms. The report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the FAA's efforts to carry out the terms of this MOA.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date the FAA files a copy signed by all of the signatories with the ACHP.

VIII. TERMINATION

If the FAA, ACHP, SHPO, or the City determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by the signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the FAA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The FAA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the FAA, the ACHP, the Illinois SHPO, and the City of Chicago, and implementation of its terms, constitutes evidence that FAA and the City of Chicago have complied with Section 106 of the NHPA on the proposed OMP and its effects on the Green Street School, Gas Service Station, St. Johannes Cemetery, and Rest Haven Cemetery and that FAA and the City of Chicago have taken into account the effects of the project on these historic properties.
Execution of this Memorandum of Agreement by the FAA, the ACHP, the Illinois SHPO, and the City of Chicago, and its implementation of its terms by the City of Chicago, constitutes evidence that the FAA has afforded the ACHP an opportunity to comment on the OMP and its effects on historic properties and that the FAA has taken into account the effects of that undertaking on historic properties.
FEDERAL AVIATION ADMINISTRATION

BY:  

Date: SEP 23 2005

Jan Ailes, Manager, Airports Division, Great Lakes Region, Federal Aviation Administration
Memorandum of Agreement

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: John M. Fowler, Executive Director, Advisory Council on Historic Preservation

Date: 9/28/85
ILLINOIS STATE HISTORIC PRESERVATION OFFICER

BY: [Signature] Date: 9-26-85

William L. Wheeler, State Historic Preservation Officer
CITY OF CHICAGO

BY: Rosemarie Antolino, Executive Director, O'Hare Modernization Program, City of Chicago

Date: 9/26/06
VILLAGE OF BENSENVILLE – CONSULTING PARTY FOR THE GAS SERVICE STATION

BY: ___________________________ Date: ___________________________

For the Village of Bensenville