

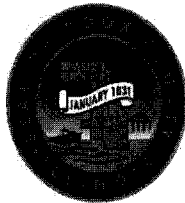
CONTRACT FOR SERVICE

CONTRACT NO: 1445-14201

FOR

EMERGENCY BIO-HAZARD CLEANUP SERVICES

BETWEEN



**COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT
AND**

**SET ENVIRONMENTAL, INC.
(Based on City of Chicago Contract No. 16399)**

CONTRACT FOR SERVICE

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- Exhibit 6 Economic Disclosure Statement

Attachment 1 City of Chicago Contract (Contract No. 16399)

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Set Environmental, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago ("the City") solicited a formal Bid process for Emergency Bio-Hazard Cleanup Services and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the City of Chicago ("the City") entered into a contract on January 1, 2008 for the provision of services by the Contractor for the City relative to Emergency Bio-Hazard Cleanup Services ("the City Contract"); a copy of which is attached hereto as "Attachment 1" for reference purposes only, but such attachment is not made part of or incorporated into this Agreement.

Whereas, the County wishes to leverage the procurement efforts of the City; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Set Environmental, Inc., herein after the "Contractor"; and

Whereas, the County, through the Cook County Department of Facilities Management, desires certain similar services of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County Emergency Bio-Hazard Cleanup Services, incorporated as Exhibit 1, Cook County Requirements and Price Proposal; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Cook County Requirements and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Attachment 1, Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective September 14, 2015 through September 13, 2016 and include one, one-year renewal after proper execution of the contract documents by the County; and

Whereas, the charges for this Contract shall not exceed \$60,000.00 and Contractor shall be paid in accordance with GC-04.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

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

- Exhibit 1 Cook County Requirements and Price Proposal
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 4 Electronic Payment Program
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6 Economic Disclosure Statement

Attachment 1

The following document is attached to this agreement for reference purposes only.

Attachment 1 City of Chicago Contract (Contract No. 16399)

CONTRACT NO: 1445-14201

GENERAL CONDITIONS

**GENERAL CONDITIONS
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GENERAL CONDITIONSGC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GENERAL CONDITIONSGC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

GENERAL CONDITIONSGC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;

GENERAL CONDITIONS

GC-11 DEFAULT (con't.)

- 8. Any cause whatsoever which impairs performance in an acceptable manner; or
- 9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS

Waiver of Subrogation

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

Insurance Requirements of the Contractor

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

GENERAL CONDITIONS

GC-15 INSURANCE REQUIREMENTS (con't.)

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

(c) **Automobile Liability Insurance**

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

- (1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (2) Uninsured/Motorists: Per Illinois Requirements

GENERAL CONDITIONSGC-15 INSURANCE REQUIREMENTS (con't.)(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

2. Additional requirements(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GENERAL CONDITIONS

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

- B. The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't)**A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**3. Joint Venture Affidavit**

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS**A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

GENERAL CONDITIONS

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
 Cook County
 118 North Clark Street, Room 1020
 Chicago, Illinois 60602
 (312) 603-5502

GENERAL CONDITIONSGC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

GENERAL CONDITIONSGC-24 GENERAL NOTICE (con't.)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

GENERAL CONDITIONSGC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

GENERAL CONDITIONSGC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) **General.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) **Federal Rights.** Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (con't.)

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

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GENERAL CONDITIONSGC-39 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Special Conditions
3. Specification.
4. General Conditions.
5. Instruction to Bidders.
6. Legal Advertisement.
7. Bid Proposal.

END OF SECTION

CONTRACT NO: 1445-14201

EXHIBIT 1

Cook County Requirements and Price Proposal



Wheeling, IL 60090
Tel: (847) 537-9221 • Fax: (847) 537-9265
www.setenv.com
450 Sumac Road

July 15th 2015

Mr. Daniel Gizzi
Specifications Engineer III
Cook County Procurement
118 N. Clark Street
Room 1018
Chicago, Illinois 60602

Re: SET Environmental 2013-2014 original pricing for Contract #16399 City of Chicago
Piggback, #1445-14201

Dear Mr. Gizzi:

As per your request, the attached SET Environmental 2013-2014 original contract pricing will remain in effect for this specific contract, with Cook County, from August 1st 2015, through July 31st 2016.

If you have further questions, please contact me.

Sincerely,

David M. Cozzi

David M. Cozzi, CHMM
Senior Accounts Manager
Cell: 708-606-6726
Direct: 847-850-1054
dcozzi@setenv.com
www.setenv.com
24 Hour Emergency Hazmat Spill Response number: 877-437-7455

Line #	CRG#	Description	Unit	Rate	Amount
1	9264532022	Labor	Project Manager st	Hour	\$ 61.50
2	9264532026	Labor	Supervisor st	Hour	\$ 55.74
3	9264532010	Labor	Equipment Operator st	Hour	\$ 55.74
4	9264532018	Labor	Technician st	Hour	\$ 50.16
5	9264532014	Labor	Chemist st	Hour	\$ 54.61
6	9264532024	Labor	Project Manager ot	Hour	\$ 82.00
7	9264532028	Labor	Supervisor ot	Hour	\$ 72.45
8	9264532012	Labor	Equipment Operator ot	Hour	\$ 72.45
9	9264532020	Labor	Technician ot	Hour	\$ 61.30
10	9264532016	Labor	Chemist ot	Hour	\$ 65.76
11	9264532070	Supplies	Level A PPE	Hour	\$ 47.74
12	9264532075	Supplies	Level B PPE	Hour	\$ 15.91
13	9264532080	Supplies	Level C PPE	Hour	\$ 13.27
14	9264532085	Supplies	Level D PPE	Hour	\$ 2.75
15	9264532280	Supplies	SCBA	Hour	\$ 15.91
16	9264532260	Supplies	Portable Eye Wash	Hour	\$ 2.91
17	9264532262	Supplies	Portable Shower	Hour	\$ 10.61
18	9264532145	Equip-Fueled	Crew Van (6 man)	Hour	\$ 6.97
19	9264532255	Equip-Fueled	Pickup Truck (1 ton)	Hour	\$ 16.40
20	9264532184	Equip-Fueled	Four Wheel Drive Vehicle (1 ton)	Hour	\$ 16.40
21	9264532300	Equip-Fueled	Utility Truck (1 ton payload)	Hour	\$ 16.40
22	9264532288	Equip-Fueled	Stake Bed (2 ton payload)	Hour	\$ 16.40
23	9264532134	Equip-Fueled	Box Van (2 ton payload)	Hour	\$ 19.51
24	9264532284	Equip-Fueled	Semi-Tractor/Trailer (40 ft.)	Hour	\$ 48.93
25	9264532132	Equip-Fueled	Box Trailer (40 ft.)	Hour	\$ 6.80
26	9264532172	Equip-Fueled	ER Van (20 ft.)	Hour	\$ 16.99
27	9264532170	Equip-Fueled	ER Trailer (20 ft.)	Hour	\$ 16.99
28	9264532292	Equip-Fueled	Tanker Trailer (7,000 gal. cap.)	Hour	\$ 48.93
29	9264532282	Equip-Fueled	Semi-Dump Trailer (20 cy)	Hour	\$ 48.93
30	9264532310	Equip-Fueled	Water Truck (3,000 gal. cap.)	Hour	\$ 50.16
31	9264532166	Equip-Fueled	Dump Truck (12 cy)	Hour	\$ 50.16
32	9264532307	Equip-Fueled	Vacuum Truck (3,000 gal. cap.)	Hour	\$ 61.30
33	9264532305	Equip-Fueled	Vac Tanker/Tractor (7,000 gal. cap.)	Hour	\$ 50.16
34	9264532202	Equip	HEPA Vacuum Unit	Hour	\$ 7.43
35	9264532204	Equip	HEPA Vacuum , Mercury	Hour	\$ 13.79
36	9264532200	Equip	HEPA Drum Vacuum	Hour	\$ 7.43
37	9264532188	Equip-Fueled	Front End Loader	Hour	\$ 63.65
38	9264532120	Equip-Fueled	Backhoe	Hour	\$ 47.74
39	9264532125	Equip-Fueled	Bobcat	Hour	\$ 37.13
40	9264532180	Equip-Fueled	Fork Lift	Hour	\$ 33.16
41	9264532210	Supplies	Holding Tank	Hour	\$ 2.12
42	9264532186	Supplies	Frac Tank	Hour	\$ 7.16
43	9264532240	Equip	Oil/Water Separator	Hour	\$ 6.37
44	9264532296	Equip-Fueled	Trash Pump	Hour	\$ 10.08
45	9264532110	Equip-Fueled	Air Compressor	Hour	\$ 14.58
46	9264532267	Equip-Fueled	Pressure Washer/Steam Cleaner	Hour	\$ 33.16
47	9264532250	Equip	Photoionization Detector (PID)	Hour	\$ 10.61
48	9264532242	Equip	Organic Vapor Analyzer	Hour	\$ 10.61
49	9264532112	Equip	Air Monitor Pump	Hour	\$ 10.61
50	9264532100	Equip	O2/LEL Meter	Hour	\$ 10.61
51	9264532270	Equip	Radiation Meter	Hour	\$ 10.61
52	9264532220	Equip	Metal Detector	Hour	\$ 7.43
53	9264532150	Equip	Cyanide Meter	Hour	\$ 5.97
54	9264532140	Equip	Carbon Monoxide Detector	Hour	\$ 5.97
55	9264532114	Equip	Air Particulate Monitor	Hour	\$ 5.97
56	9264532215	Equip	Hydraulic Drum Grappler	Hour	\$ 5.30
57	9264532160	Equip	Drum Cart	Hour	\$ 3.32
58	9264532230	Equip	Non Sparking Tool Set	Hour	\$ 14.58
59	9264532265	Equip	Pressurized gas Overpack containers	Hour	\$ 26.52
60	9264532290	Equip	Tank Patch Kit	Hour	\$ 5.30
61	9264532182	Equip	Fork Lift Drum Holder	Hour	\$ 2.12
62	9264532162	Equip	Drum Crusher	Hour	\$ 4.17
63	9264532190	Equip-Fueled	Generator (15 kw)	Hour	\$ 10.61
64	9264532130	Equip-Fueled	Boat, Boom (18-24 ft.)	Hour	\$ 26.52
65	92645.38	Other	For Items Not Listed In The Contract	Each	Cost +10%
65	92645.38	Other	Fuel Surcharge (Based on Fuel Index)	Equip-Fueled	Fuel Index
65	92645.38	Other	Insurance Fee	Total Invoice	5.15%
65	92645.38	Equip	Environmental Assistance Program Field Chemist (1 days/month minimum)	Day	\$ 800.00
65	92645.38	Equip	Environmental Assistance Program Field Chemist w/bulb crusher	Day	\$ 986.00
65	92645.38	Equip	Arrow Board	Day	\$ 90.18
65	92645.38	Equip	Lift, Boom 46'	Day	\$ 376.62
65	92645.38	Equip	Lift, Scissors 26'	Day	\$ 190.96
65	92645.38	Equip	Lumex	Day	\$ 532.57
65	92645.38	Equip	Negative Air Machine	Day	\$ 106.09
65	92645.38	Equip	Roll Off Box Rental	Day	\$ 15.91
65	92645.38	Equip	Saw, Circular or Chain	Day	\$ 79.57
65	92645.38	Equip	Dewatering box	Day	\$ 55.83
65	92645.38	Equip	Pump, Double Diaphragm	Hour	\$ 24.12
65	92645.38	Equip	Pump, Submersible	Hour	\$ 11.88

Line	Quantity	Description	Unit	Price	Total
65	92645.38	Equip-Fueled Boat, 26 - 36 Foot	Day	\$	944.20
65	92645.38	Equip-Fueled Light Tower	Day	\$	212.18
65	92645.38	Equip-Fueled Sod Cutter	Day	\$	116.70
65	92645.38	Equip-Fueled Super Sucker	Hour	\$	169.74
65	92645.38	Equip-Fueled Hydrovac Excavator	Hour	\$	260.00
65	92645.38	Equip-Fueled Mini-Excavator	Hour	\$	47.13
65	92645.38	Equip-Fueled Truck, 24' Box	Hour	\$	44.88
65	92645.38	Equip-Fueled Truck, Jetter	Hour	\$	90.00
65	92645.38	Other Tanker Wash Out Fee	Each	\$	185.00
65	92645.38	Supplies Absorbent Boom (10' Section, 8")	Bale	\$	137.92
65	92645.38	Supplies Absorbent Pads	Bale	\$	90.18
65	92645.38	Supplies Asbestos Glove Bag	Each	\$	196.27
65	92645.38	Supplies Asbestos Over Bag	Each	\$	37.13
65	92645.38	Supplies Asbestos Spray Glue	Each	\$	5.30
65	92645.38	Supplies Asbestos Surfactant	Each	\$	28.64
65	92645.38	Supplies Backfill (CA-6, River Rock, Soil)	Drum	\$	31.83
65	92645.38	Supplies Bailers, Disposable	Each	\$	15.00
65	92645.38	Supplies Barricades w/Flashers	Day	\$	10.61
65	92645.38	Supplies Blower	Day	\$	79.57
65	92645.38	Supplies Boat Launch Trailer	Day	\$	132.61
65	92645.38	Supplies Bobcat, Grader Bucket Attachment	Hour	\$	5.30
65	92645.38	Supplies Bobcat, Sweeper Attachment	Hour	\$	23.34
65	92645.38	Supplies Boom Land Anchors	Day	\$	2.12
65	92645.38	Supplies Boom, Skirted, 10"	Ft/Day	\$	3.72
65	92645.38	Supplies Boom, Skirted, 18"	Ft/Day	\$	4.24
65	92645.38	Supplies Boom, Skirted, 24"	Ft/Day	\$	5.84
65	92645.38	Supplies Boom, Skirted, 36"	Ft/Day	\$	7.43
65	92645.38	Supplies Buoy - Lighted	Day	\$	53.05
65	92645.38	Supplies Box-Cubic Yard	Each	\$	65.00
65	92645.38	Supplies Box-Light Bulb	Each	\$	12.00
65	92645.38	Supplies Box-Poison Inhalation	Each	\$	42.44
65	92645.38	Supplies Brushes, Disposable	Each	\$	6.37
65	92645.38	Supplies Cartridges, HEPA or Organic Vapors	Pair	\$	37.13
65	92645.38	Supplies Cartridges, Mercury	Pair	\$	58.35
65	92645.38	Supplies Caution Tape	Roll	\$	12.73
65	92645.38	Supplies Chlor-n-Oil PCB Test Kit	Each	\$	19.10
65	92645.38	Supplies Citric Acid	Bag	\$	132.61
65	92645.38	Supplies Confined Space Gear	Day	\$	159.14
65	92645.38	Supplies Drum Liners	Each	\$	2.00
65	92645.38	Supplies Drum-110 gallon steel overpack	Each	\$	222.79
65	92645.38	Supplies Drum-16 gallon poly	Each	\$	54.11
65	92645.38	Supplies Drum-20 gallon poly	Each	\$	26.52
65	92645.38	Supplies Drum-30 gallon poly	Each	\$	42.44
65	92645.38	Supplies Drum-5 gallon Poly	Each	\$	16.97
65	92645.38	Supplies Drum-5 gallon Steel	Each	\$	26.52
65	92645.38	Supplies Drum-55 gallon Poly	Each	\$	54.11
65	92645.38	Supplies Drum-55 gallon Steel	Each	\$	45.00
65	92645.38	Supplies Drum-85 gallon steel overpack	Each	\$	127.31
65	92645.38	Supplies Drum-95 gallon poly overpack	Each	\$	180.35
65	92645.38	Supplies Duct Tape	Roll	\$	4.24
65	92645.38	Supplies Excelsior Blanket	Roll	\$	172.93
65	92645.38	Supplies Gran Sorb/Oil Dry	Each	\$	12.73
65	92645.38	Supplies Hose, Vacuum, Plastic 6"	Each	\$	111.39
65	92645.38	Supplies Hose-50' Chemical/Discharge	Day	\$	19.10
65	92645.38	Supplies Hose-6" Rubber Vacuum	Day	\$	59.41
65	92645.38	Supplies Hose-Discharge (soft), 2" x 50'	Each	\$	19.10
65	92645.38	Supplies Hudson Sprayer	Day	\$	13.50
65	92645.38	Supplies Ladder	Day	\$	15.91
65	92645.38	Supplies Life Vest	Day	\$	7.43
65	92645.38	Supplies Mercury Cup Bag Filter	Each	\$	265.23
65	92645.38	Supplies Poly Sheeting, 6 mil	Roll	\$	79.57
65	92645.38	Supplies Portable Lights	Day	\$	37.13
65	92645.38	Supplies PPE-Acid Suit	Each	\$	84.87
65	92645.38	Supplies PPE-Acid/Over Boots	Pair	\$	42.44
65	92645.38	Supplies PPE-Chem Master Gloves	Pair	\$	10.61
65	92645.38	Supplies PPE-FR Coated Tyvek	Each	\$	42.44
65	92645.38	Supplies PPE-FR Tyvek	Each	\$	21.22
65	92645.38	Supplies PPE-Kevlar Gloves	Pair	\$	7.43
65	92645.38	Supplies PPE-Level C PPE w/saranex	Hour	\$	18.27
65	92645.38	Supplies PPE-Level C PPE w/tyvek	Hour	\$	13.27
65	92645.38	Supplies PPE-Level D Modified	Hour	\$	8.49
65	92645.38	Supplies PPE-N-Dex Gloves	Box	\$	16.97
65	92645.38	Supplies PPE-Neoprene Gloves	Pair	\$	16.97
65	92645.38	Supplies PPE-Poly Coated Tyvek	Each	\$	26.52
65	92645.38	Supplies PPE-Rubber Booties	Pair	\$	7.43
65	92645.38	Supplies PPE-Standard White Tyvek	Each	\$	12.73
65	92645.38	Supplies PPE-Saranex Suit	Each	\$	28.64
65	92645.38	Supplies Roll Off Box Liner	Each	\$	42.44
65	92645.38	Supplies Excelsior Blanket	Each	\$	15.91

65	92645.38	Supplies	Rope 5/8", 600 ft	Spool	\$	212.18
65	92645.38	Supplies	Safety Cones	Day	\$	2.12
65	92645.38	Supplies	Sample Jar	Each	\$	6.37
65	92645.38	Supplies	Soda Ash	Bag	\$	21.22
65	92645.38	Supplies	Sodium Bicarbonate	Bag	\$	21.22
65	92645.38	Supplies	Surfactant-Bleach	Gallon	\$	7.43
65	92645.38	Supplies	Surfactant-D-Limonene	Gallon	\$	26.52
65	92645.38	Supplies	Surfactant-Less than 10	Gallon	\$	47.74
65	92645.38	Supplies	Surfactant-Mercury Soap	Gallon	\$	53.05
65	92645.38	Supplies	Surfactant-Metal X	Gallon	\$	50.00
65	92645.38	Supplies	Surfactant-Mold Soap	Gallon	\$	26.52
65	92645.38	Supplies	Surfactant-SCS 100	Gallon	\$	42.44
65	92645.38	Supplies	Surfactant-SET 965 cleaning surfactant	Gallon	\$	19.10
65	92645.38	Supplies	Surfactant-Simple Green cleaning surfactant	Gallon	\$	15.91
65	92645.38	Supplies	Thieving Road, Glass	Each	\$	5.30
65	92645.38	Supplies	Vacuum Box Rental	Day	\$	50.92
65	92645.38	Supplies	Vacuum Box Liner	Each	\$	490.00
65	92645.38	Supplies	Vermiculite (4 cubic Ft.)	Bag	\$	21.22
65	92645.38	Supplies	Pump, Disposable Drum	Each	\$	25.00
65	92645.38	Disposal	Appliances, Nonhazardous	Pound	\$	0.39
65	92645.38	Disposal	Ballast-Non-PCB	Pound	\$	0.31
65	92645.38	Disposal	Ballast-PCB	Pound	\$	0.62
65	92645.38	Disposal	Batteries-Alkaline	Pound	\$	1.49
65	92645.38	Disposal	Batteries-Lead acids	Pound	\$	0.72
65	92645.38	Disposal	Batteries-Lithium	Pound	\$	3.58
65	92645.38	Disposal	Batteries-Lithium Sulfur	Pound	\$	8.80
65	92645.38	Disposal	Batteries-Magnesium	Pound	\$	1.93
65	92645.38	Disposal	Batteries-Mercury	Pound	\$	8.80
65	92645.38	Disposal	Batteries-Ni-Cd	Pound	\$	1.38
65	92645.38	Disposal	Batteries-NiMH	Pound	\$	1.38
65	92645.38	Disposal	Batteries-Silver	Pound	\$	2.48
65	92645.38	Disposal	Batteries-Zinc	Pound	\$	1.93
65	92645.38	Disposal	Bulb->4' Lamps	Each	\$	0.54
65	92645.38	Disposal	Bulb-4' Lamps	Each	\$	0.31
65	92645.38	Disposal	Bulb-Broken/crushed	Pound	\$	2.04
65	92645.38	Disposal	Bulb-Circular	Each	\$	0.41
65	92645.38	Disposal	Bulb-Compact	Each	\$	0.46
65	92645.38	Disposal	Bulb-HID	Each	\$	1.32
65	92645.38	Disposal	Bulb-Incandescent	Each	\$	0.22
65	92645.38	Disposal	Bulb-Shatter Sheild	Each	\$	1.38
65	92645.38	Disposal	Bulb-U-bend	Each	\$	0.46
65	92645.38	Disposal	Bulb-UV	Each	\$	3.03
65	92645.38	Disposal	Capacitors	Pound	\$	2.20
65	92645.38	Disposal	Computer/Electronics	Pound	\$	0.39
65	92645.38	Disposal	Mercury, Liquid	Pound	\$	8.80
65	92645.38	Analysis	Unknown Identification	Each	\$	530.45
65	92645.38	Analysis	Acidity	Each	\$	28.57
65	92645.38	Analysis	Air Toxics BETX	Each	\$	250.00
65	92645.38	Analysis	Air Toxics BETX	Each	\$	107.14
65	92645.38	Analysis	Air Toxics Mercury	Each	\$	42.86
65	92645.38	Analysis	Air Toxics Metal, individual	Each	\$	35.71
65	92645.38	Analysis	Air Toxics Metals, Priority Pollutant	Each	\$	214.29
65	92645.38	Analysis	Air Toxics Metals, RCRA	Each	\$	142.86
65	92645.38	Analysis	Air Toxics Metals, TAL	Each	\$	357.14
65	92645.38	Analysis	Air Toxics Particulates N.O.R.	Each	\$	14.29
65	92645.38	Analysis	Air Toxics PCB/Pesticides	Each	\$	428.57
65	92645.38	Analysis	Air Toxics PCBs	Each	\$	321.43
65	92645.38	Analysis	Air Toxics PCBs	Each	\$	107.14
65	92645.38	Analysis	Air Toxics PM-10	Each	\$	50.00
65	92645.38	Analysis	Air Toxics PNAs	Each	\$	321.43
65	92645.38	Analysis	Air Toxics PNAs	Each	\$	142.86
65	92645.38	Analysis	Air Toxics VOCs	Each	\$	357.14
65	92645.38	Analysis	Air Toxics VOCs	Each	\$	142.86
65	92645.38	Analysis	Air Toxics VOCs + TICs	Each	\$	464.29
65	92645.38	Analysis	Alkalinity, Total	Each	\$	28.57
65	92645.38	Analysis	Base-Neutral/Acids (SVOCs)	Each	\$	278.57
65	92645.38	Analysis	Biochemical Oxygen Demand (BOD) (5-Day)	Each	\$	50.00
65	92645.38	Analysis	Bromide	Each	\$	57.14
65	92645.38	Analysis	BTEX	Each	\$	57.14
65	92645.38	Analysis	BTEX + MTBE	Each	\$	71.43
65	92645.38	Analysis	BTU	Each	\$	135.71
65	92645.38	Analysis	Chemical Oxygen Demand (COD)	Each	\$	35.71
65	92645.38	Analysis	Chloride	Each	\$	28.57
65	92645.38	Analysis	Coliform, Total or Fecal	Each	\$	35.71
65	92645.38	Analysis	Conductivity	Each	\$	28.57
65	92645.38	Analysis	Corrosivity (pH)	Each	\$	14.29
65	92645.38	Analysis	Cyanide	Each	\$	35.71
65	92645.38	Analysis	Cyanide, Reactive	Each	\$	35.71
65	92645.38	Analysis	EnCore samplers (set of 3 x 5 gram samplers)	Each	\$	42.86

65	92645.38	Analysis	EOX (Soil) Extractable Organic Halogens	Each	\$	142.86
65	92645.38	Analysis	EPA Method 5035 Sampling Kit (for BTEX and VOC analysis)	Each	\$	17.14
65	92645.38	Analysis	Extraction Costs: ASTM D3987-85	Each	\$	78.57
65	92645.38	Analysis	Extraction Costs: SPLP	Each	\$	78.57
65	92645.38	Analysis	Extraction Costs: TCLP (Non and Semi-Volatile)	Each	\$	78.57
65	92645.38	Analysis	Extraction Costs: ZHE (Volatile)	Each	\$	142.86
65	92645.38	Analysis	F-Code Solvent Scan (F001-F005)	Each	\$	500.00
65	92645.38	Analysis	Flash Point (open cup)	Each	\$	35.71
65	92645.38	Analysis	Fluoride	Each	\$	35.71
65	92645.38	Analysis	Fractional Organic Carbon (FOC)	Each	\$	45.71
65	92645.38	Analysis	Glycols	Each	\$	178.57
65	92645.38	Analysis	Hardness	Each	\$	40.00
65	92645.38	Analysis	Herbicides (2,4-D, 2,4,5-TP (Silvex))	Each	\$	250.00
65	92645.38	Analysis	Herbicides (Full List)	Each	\$	357.14
65	92645.38	Analysis	Hexavalent Chromium	Each	\$	35.71
65	92645.38	Analysis	Lead, Dissolved	Each	\$	25.71
65	92645.38	Analysis	Lead, SPLP by ICP (TACO)	Each	\$	92.86
65	92645.38	Analysis	Lead, TCLP by ICP (TACO)	Each	\$	92.86
65	92645.38	Analysis	LUST Priority Pollutants: (VOCs, SVOCs, PNAs, PCB/Pest, Total RCRA Metals)	Each	\$	714.29
65	92645.38	Analysis	Mercury	Each	\$	35.71
65	92645.38	Analysis	Metals, Digestion/Extraction (applies to 3 or less metals)	Each	\$	11.43
65	92645.38	Analysis	Metals, Priority Pollutant (13 Metals)	Each	\$	157.14
65	92645.38	Analysis	Metals, RCRA (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	Each	\$	114.29
65	92645.38	Analysis	Metals, TAL (23 Metals & Cyanide)	Each	\$	285.71
65	92645.38	Analysis	Metals, Total (Digestion cost applies to 3 or less metals)	Each	\$	14.00
65	92645.38	Analysis	Nitrogen as Ammonia	Each	\$	35.71
65	92645.38	Analysis	Nitrogen as Nitrate	Each	\$	50.00
65	92645.38	Analysis	Nitrogen as Nitrate/Nitrite	Each	\$	35.71
65	92645.38	Analysis	Nitrogen as Nitrite	Each	\$	50.00
65	92645.38	Analysis	Nitrogen as Total Kjeldahl	Each	\$	68.57
65	92645.38	Analysis	Nitrogen as Total Organic Nitrogen	Each	\$	68.57
65	92645.38	Analysis	Odor	Each	\$	14.29
65	92645.38	Analysis	Oil & Grease (in water)	Each	\$	64.29
65	92645.38	Analysis	Oxidizing Agents Screen	Each	\$	14.29
65	92645.38	Analysis	Paint Filter (Free Liquids)	Each	\$	14.29
65	92645.38	Analysis	Pesticides	Each	\$	142.86
65	92645.38	Analysis	Pesticides/PCBs	Each	\$	178.57
65	92645.38	Analysis	pH	Each	\$	14.29
65	92645.38	Analysis	Phenols, Total	Each	\$	35.71
65	92645.38	Analysis	Physical Analysis Atterberg Limits (Liquid Plastic Limits)	Each	\$	107.14
65	92645.38	Analysis	Physical Analysis Compaction, Modified Proctor	Each	\$	142.86
65	92645.38	Analysis	Physical Analysis Compaction, One Point	Each	\$	71.43
65	92645.38	Analysis	Physical Analysis Compaction, Reduced	Each	\$	114.29
65	92645.38	Analysis	Physical Analysis Compaction, Standard Proctor	Each	\$	128.57
65	92645.38	Analysis	Physical Analysis Density, Dry Bulk	Each	\$	35.71
65	92645.38	Analysis	Physical Analysis Density, Maximum-Minimum	Each	\$	214.29
65	92645.38	Analysis	Physical Analysis Density, Soil Particle	Each	\$	35.71
65	92645.38	Analysis	Physical Analysis Fractional Organic Carbon	Each	\$	45.71
65	92645.38	Analysis	Physical Analysis Grain Size with Hydrometer	Each	\$	135.71
65	92645.38	Analysis	Physical Analysis Grain-Size with Wash #200	Each	\$	92.86
65	92645.38	Analysis	Physical Analysis Hydraulic Conductivity	Each	\$	285.71
65	92645.38	Analysis	Physical Analysis Moisture Content	Each	\$	11.43
65	92645.38	Analysis	Physical Analysis Percent Finer than #200	Each	\$	50.00
65	92645.38	Analysis	Physical Analysis Specific Gravity	Each	\$	35.71
65	92645.38	Analysis	Polychlorinated Biphenyls (PCBs)	Each	\$	85.71
65	92645.38	Analysis	Polynuclear Aromatic Hydrocarbons (PNAs)	Each	\$	128.57
65	92645.38	Analysis	RCRA Metals (8)	Each	\$	114.29
65	92645.38	Analysis	Reactivity with Acid, Base, Water	Each	\$	14.29
65	92645.38	Analysis	Semi-Volatile Organic Compounds (SVOCs)	Each	\$	278.57
65	92645.38	Analysis	Solids, Ash Content	Each	\$	21.43
65	92645.38	Analysis	Solids, Total	Each	\$	14.29
65	92645.38	Analysis	Solids, Total Dissolved	Each	\$	21.43
65	92645.38	Analysis	Solids, Total Suspended	Each	\$	21.43
65	92645.38	Analysis	Solids, Total Suspended Volatile	Each	\$	21.43
65	92645.38	Analysis	Solids, Total Volatile	Each	\$	21.43
65	92645.38	Analysis	Specific Conductance	Each	\$	14.29
65	92645.38	Analysis	Specific Gravity	Each	\$	35.71
65	92645.38	Analysis	Sulfate (Soil)	Each	\$	60.00
65	92645.38	Analysis	Sulfate (Water)	Each	\$	35.71
65	92645.38	Analysis	Sulfide	Each	\$	35.71
65	92645.38	Analysis	Sulfide, Reactive	Each	\$	35.71
65	92645.38	Analysis	Sulfite	Each	\$	35.71
65	92645.38	Analysis	SVOCs with PNAs by SIM	Each	\$	321.43
65	92645.38	Analysis	Target Compound List	Each	\$	928.57
65	92645.38	Analysis	TCLP Pesticides/Herbicides	Each	\$	353.57
65	92645.38	Analysis	Total Organic Carbon (TOC)	Each	\$	78.57
65	92645.38	Analysis	TOX (Water) Total Organic Halogens	Each	\$	142.86
65	92645.38	Analysis	TPH Gas, Diesel, Oil	Each	\$	85.71
65	92645.38	Analysis	Triaxial Shear Strength Test Consolidated, Undrained	Each	\$	214.29

65	92645.38	Analysis	Triaxial Shear Strength Test One Dimensional Consolidation	Each	\$	357.14
65	92645.38	Analysis	Triaxial Shear Strength Test Recompression fee (if applicable)	Each	\$	71.43
65	92645.38	Analysis	Triaxial Shear Strength Test Unconfined Compression	Each	\$	114.29
65	92645.38	Analysis	Triaxial Shear Strength Test Unconsolidated, Undrained	Each	\$	114.29
65	92645.38	Analysis	Triaxial Shear Strength Test Unit Weight	Each	\$	21.43
65	92645.38	Analysis	Triaxial Shear Strength Test Visual Classification	Each	\$	7.14
65	92645.38	Analysis	Volatile Organics Compounds (VOCs)	Each	\$	157.14
65	92645.38	Analysis	WM-CID - Petroleum Contaminated Soil (Code CG and TCLP Benzene)	Each	\$	308.57
65	92645.38	Analysis	WM-CID- Petroleum Product Contam Soil (Code CG, TCLP Benzene & Total PAHs)	Each	\$	424.29
65	92645.38	Analysis	WM-CID-Waste Oil or Unknown Past Contamination *	Each	\$	1,350.00
65	92645.38	Analysis	WM-Code CG (Flashpoint, Paint Filter, pH, TCLP Lead)	Each	\$	128.57
65	92645.38	Analysis	WM-Daramend (Does not include TCLP Pest/Herbs)	Each	\$	1,350.00
65	92645.38	Analysis	WM-LN Panel	Each	\$	250.71
65	92645.38	Analysis	WM-R-Code, F-List and PCBs (State of Illinois Greensheet) *	Each	\$	1,350.00
65	92645.38	Engineering	Asbestos Air Sampling Professional ER	Hour	\$	154.00
65	92645.38	Engineering	Asbestos Air Sampling Professional ot	Hour	\$	110.00
65	92645.38	Engineering	Asbestos Air Sampling Professional st	Hour	\$	93.00
65	92645.38	Engineering	Asbestos Project Designer ER	Hour	\$	297.00
65	92645.38	Engineering	Asbestos Project Designer ot	Hour	\$	211.00
65	92645.38	Engineering	Asbestos Project Designer st	Hour	\$	179.00
65	92645.38	Engineering	Asbestos Project Manager/Air Sampling Professional ER	Hour	\$	154.00
65	92645.38	Engineering	Asbestos Project Manager/Air Sampling Professional ot	Hour	\$	110.00
65	92645.38	Engineering	Asbestos Project Manager/Air Sampling Professional st	Hour	\$	93.00
65	92645.38	Engineering	Board Certified Occupational Medicine Physician ER	Hour	\$	1,017.00
65	92645.38	Engineering	Board Certified Occupational Medicine Physician ot	Hour	\$	723.00
65	92645.38	Engineering	Board Certified Occupational Medicine Physician st	Hour	\$	429.00
65	92645.38	Engineering	CADD Operator ER	Hour	\$	107.00
65	92645.38	Engineering	CADD Operator ot	Hour	\$	76.00
65	92645.38	Engineering	CADD Operator st	Hour	\$	64.00
65	92645.38	Engineering	Certified Hazardous Materials Manager ER	Hour	\$	213.00
65	92645.38	Engineering	Certified Hazardous Materials Manager ot	Hour	\$	151.00
65	92645.38	Engineering	Certified Hazardous Materials Manager st	Hour	\$	129.00
65	92645.38	Engineering	Certified Industrial Hygienist ER	Hour	\$	201.00
65	92645.38	Engineering	Certified Industrial Hygienist ot	Hour	\$	143.00
65	92645.38	Engineering	Certified Industrial Hygienist st	Hour	\$	121.00
65	92645.38	Engineering	Clerical Administrator ER	Hour	\$	94.00
65	92645.38	Engineering	Clerical Administrator ot	Hour	\$	67.00
65	92645.38	Engineering	Clerical Administrator st	Hour	\$	57.00
65	92645.38	Engineering	Environmental Engineer ER	Hour	\$	166.00
65	92645.38	Engineering	Environmental Engineer ot	Hour	\$	119.00
65	92645.38	Engineering	Environmental Engineer st	Hour	\$	100.00
65	92645.38	Engineering	Environmental Geologist ER	Hour	\$	154.00
65	92645.38	Engineering	Environmental Geologist ot	Hour	\$	110.00
65	92645.38	Engineering	Environmental Geologist st	Hour	\$	93.00
65	92645.38	Engineering	Environmental Specialist ER	Hour	\$	154.00
65	92645.38	Engineering	Environmental Specialist ot	Hour	\$	110.00
65	92645.38	Engineering	Environmental Specialist st	Hour	\$	93.00
65	92645.38	Engineering	Environmental Technician ER	Hour	\$	154.00
65	92645.38	Engineering	Environmental Technician ot	Hour	\$	110.00
65	92645.38	Engineering	Environmental Technician st	Hour	\$	93.00
65	92645.38	Engineering	Hydrologist ER	Hour	\$	179.00
65	92645.38	Engineering	Hydrologist ot	Hour	\$	127.00
65	92645.38	Engineering	Hydrologist st	Hour	\$	107.00
65	92645.38	Engineering	Industrial Hygienist ER	Hour	\$	154.00
65	92645.38	Engineering	Industrial Hygienist ot	Hour	\$	110.00
65	92645.38	Engineering	Industrial Hygienist st	Hour	\$	93.00
65	92645.38	Engineering	Licensed Asbestos Inspector ER	Hour	\$	154.00
65	92645.38	Engineering	Licensed Asbestos Inspector ot	Hour	\$	110.00
65	92645.38	Engineering	Licensed Asbestos Inspector st	Hour	\$	93.00
65	92645.38	Engineering	Licensed Lead Inspector ER	Hour	\$	154.00
65	92645.38	Engineering	Licensed Lead Inspector ot	Hour	\$	110.00
65	92645.38	Engineering	Licensed Lead Inspector st	Hour	\$	93.00
65	92645.38	Engineering	Licensed Professional Engineer ER	Hour	\$	337.00
65	92645.38	Engineering	Licensed Professional Engineer ot	Hour	\$	239.00
65	92645.38	Engineering	Licensed Professional Engineer st	Hour	\$	142.00
65	92645.38	Engineering	Licensed Professional Geologist st	Hour	\$	121.00
65	92645.38	Engineering	Licensed Professional Geologist ER	Hour	\$	201.00
65	92645.38	Engineering	Licensed Professional Geologist ot	Hour	\$	143.00
65	92645.38	Engineering	Licensed Risk Assessor ER	Hour	\$	154.00
65	92645.38	Engineering	Licensed Risk Assessor ot	Hour	\$	110.00
65	92645.38	Engineering	Licensed Risk Assessor st	Hour	\$	93.00
65	92645.38	Engineering	Project Manager ER	Hour	\$	309.00
65	92645.38	Engineering	Project Manager ot	Hour	\$	219.00
65	92645.38	Engineering	Project Manager st	Hour	\$	185.00
65	92645.38	Engineering	Senior Environmental Engineer ER	Hour	\$	201.00
65	92645.38	Engineering	Senior Environmental Engineer ot	Hour	\$	143.00
65	92645.38	Engineering	Senior Environmental Engineer st	Hour	\$	121.00
65	92645.38	Engineering	Senior Environmental Specialist ER	Hour	\$	213.00
65	92645.38	Engineering	Senior Environmental Specialist ot	Hour	\$	151.00

Line #	City	Description	Unit	Rate
65	92645.38	Engineering Senior Environmental Specialist st	Hour	\$ 129.00
65	92645.38	Engineering Technician ER	Hour	\$ 168.00
65	92645.38	Engineering Technician ot	Hour	\$ 120.00
65	92645.38	Engineering Technician st	Hour	\$ 71.00
65	92645.38	Engineering Trainer/Instructor ER	Hour	\$ 339.00
65	92645.38	Engineering Trainer/Instructor ot	Hour	\$ 241.00
65	92645.38	Engineering Trainer/Instructor st	Hour	\$ 143.00
65	92645.38	Thorium Thorium Analysis Alpha Spectroscopy 7 day TAT	Sample	\$ 122.00
65	92645.38	Thorium Thorium Analysis Gamma Spectroscopy 5 day TAT	Sample	\$ 171.00
65	92645.38	Thorium Thorium Analysis Sample Shipment Freight Charge	Sample	\$ 50.00
65	92645.38	Thorium Thorium Disposal Contaminated Soil - Energy Solutions-Clive, Utah	CY Bag	\$ 1,376.68
65	92645.38	Thorium Thorium Disposal Contaminated Soil - Energy Solutions-Clive, Utah	Ton	\$ 1,858.52
65	92645.38	Thorium Thorium Disposal Contaminated Soil - US Ecology-Grand View, Idaho	CY Bag	\$ 396.00
65	92645.38	Thorium Thorium Disposal Contaminated Soil - US Ecology-Grand View, Idaho	Ton	\$ 336.00
65	92645.38	Thorium Thorium Disposal Contaminated Soil - US Ecology-Robstown, Texas	CY Bag	\$ 264.00
65	92645.38	Thorium Thorium Disposal Contaminated Soil - US Ecology-Robstown, Texas	Ton	\$ 207.00
65	92645.38	Thorium Thorium Drop Charge-20 yd3 roll off box	Each	\$ 750.00
65	92645.38	Thorium Thorium Fixed Fee Per event with disposal	Event	\$ 3,750.00
65	92645.38	Thorium Thorium Fixed Fee Per event with no disposal	Event	\$ 1,750.00
65	92645.38	Thorium Thorium Health Physicist ER	Hour	\$ 127.50
65	92645.38	Thorium Thorium Health Physicist st	Hour	\$ 85.00
65	92645.38	Thorium Thorium Mobilization and Travel	Project	\$ 185.00
65	92645.38	Thorium Thorium Monitoring Equipment Ludlum Model 3 with G-M Probe	Week	\$ 60.00
65	92645.38	Thorium Thorium Personal Air Monitoring Pumps Gilian Model BDX II	Week	\$ 48.00
65	92645.38	Thorium Thorium Personal Air Monitoring Samples Analysis	Each	\$ 30.00
65	92645.38	Thorium Thorium Personal Dosimeters Landauer OSL	Month	\$ 40.00
65	92645.38	Thorium Thorium Report Preparation	Project	\$ 85.00
65	92645.38	Thorium Thorium Roll Off Liner Thorium	Each	\$ 55.00
65	92645.38	Thorium Thorium Routine Monitoring Equipment Ludlum Model 2221	Each	\$ 35.00
65	92645.38	Thorium Thorium Routine Monitoring Equipment Ludlum Model 3	Each	\$ 15.00
65	92645.38	Thorium Thorium Soil Sample Analysis NUTRANL Gamma Spectroscopy	Each	\$ 60.00
65	92645.38	Thorium Thorium Transportation-20 yd3 roll off box to Energy Solutions-Clive, UT	Load	\$ 5,800.00
65	92645.38	Thorium Thorium Transportation-20 yd3 roll off box to US Ecology Robstown, TX	Load	\$ 5,760.92
65	92645.38	Thorium Thorium Transportation-20 yd3 roll off box to US Ecology-Grand View, ID	Load	\$ 7,045.33
65	92645.38	Thorium Thorium Transportation-van trailer to Energy Solutions-Clive, UT	Load	\$ 6,433.75
65	92645.38	Thorium Thorium Transportation-van trailer to US Ecology-Grand View, ID	Load	\$ 3,724.18
65	92645.38	Thorium Thorium Transportation-van trailer to US Ecology-Robstown, TX	Load	\$ 3,045.24
65	92645.38	Thorium Thorium Utah Generator Site Access Permit (GSAP)	Permit	\$ 3,000.00
65	92645.38	Union Union Operator ot	Hour	\$ 123.00
65	92645.38	Union Union Operator st	Hour	\$ 107.63
65	92645.38	Other Insurance Fee	Each	5.15%
65	92645.38	Other Fuel Surcharge (based on fuel index)	Each	15.5%

SET Environmental, Inc.
City of Chicago 2013 and 2014 Rates

1	Liquid, <5" non-pumpable solids	\$75.00	\$70.00	\$65.00	\$40.00	\$125.00	\$375.00	\$500.00	N/A	\$1.00/gal	N/A
2	Sludge, >5" <18" non-pumpable solids, completely dumpable	\$185.00	\$145.00	\$125.00	\$60.00	\$235.00	\$925.00	\$1,175.00	N/A	\$3.00/gal	N/A
3	Solid, >18" non-pumpable solids, non-dumpable	\$275.00	\$225.00	\$175.00	\$75.00	\$350.00	\$1,300.00	\$1,625.00	N/A	\$5.00/gal	N/A
4	Low BTU liquid (No D002, D003, P-codes, benzene, formaldehyde, pesticides, etc)	\$300.00	\$250.00	\$200.00	\$100.00	\$350.00	\$1,300.00	\$1,625.00	N/A	\$3.00/gal	N/A
5	Solids (including debris)	\$1.15/lb	\$1.15/lb	\$1.15/lb	\$1.15/lb	\$1.15/lb	\$1.15/lb	\$1.15/lb	\$1.15/lb	N/A	N/A
6	Halogenated, non-fuel solvents w/ <5" solids, 3-sph<10	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	N/A	\$1.45/lb	N/A
7	Liquid incineration (D002, organic acids, etc)	\$1.55/lb	\$1.55/lb	\$1.55/lb	\$1.55/lb	\$1.55/lb	\$1.55/lb	\$1.55/lb	N/A	\$1.55/lb	N/A
8	Inorganic cyanide/sulfide salts (sodium cyanide, calcium cyanide, Potassium cyanide, sodium sulfide, etc.) 4.1 flammable solids, red phosphorus, alkali/reactive metals (D003-sodium, potassium, cesium, lithium, etc.), biological waste, radioactive waste, explosive waste, dioxin waste, temperature controlled and/or shock sensitive waste, not meeting previous line item requirements	\$12/lb	\$12/lb	\$12/lb	\$12/lb	N/A	N/A	N/A	N/A	N/A	N/A
9	Solids incineration (including debris)	\$1.30/lb	\$1.30/lb	\$1.30/lb	\$1.30/lb	\$1.30/lb	\$1.30/lb	\$1.30/lb	\$1.30/lb	N/A	\$1.30/lb
10	Aerosols (flammable, corrosive, poison)	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	N/A	N/A	\$1.45/lb	N/A	N/A
11	Pesticides, herbicides, liquid	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	N/A	\$1.45/lb	N/A
12	Pesticides, herbicides, solid	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	N/A	N/A	\$1.45/lb	N/A	\$1.45/lb
13	Inorganic acids, <40% 0-5% solids	\$180.00	\$135.00	\$75.00	\$45.00	\$255.00	\$900.00	\$1,150.00	N/A	\$3/gal	N/A
14	Hydrofluoric acid, <40% non-flaming	\$300.00	\$225.00	\$120.00	\$75.00	\$375.00	\$1,500.00	\$1,900.00	N/A	N/A	N/A
15	Inorganic acids, >40% nitric, sulfuric & hydrochloric acid	\$300.00	\$225.00	\$120.00	\$75.00	\$375.00	\$1,500.00	\$1,900.00	N/A	N/A	N/A
16	Inorganic bases, 0-5% solids	\$180.00	\$130.00	\$60.00	\$45.00	\$255.00	\$900.00	\$1,135.00	N/A	\$2/gal	N/A
17	Solid oxidizers (excluding nitrates, nitrites & perchlorates)	\$400.00	\$300.00	\$160.00	\$100.00	\$475.00	N/A	N/A	\$1,000.00	N/A	N/A
18	Liquid oxidizers (excluding nitrates, nitrites & perchlorates)	\$300.00	\$225.00	\$120.00	\$75.00	\$375.00	\$1,500.00	\$1,900.00	N/A	N/A	N/A
19	Solid oxidizers (nitrates, nitrites & perchlorates)	\$750.00	\$565.00	\$300.00	\$190.00	\$825.00	N/A	N/A	\$2,250.00	N/A	N/A
20	Liquid oxidizers (nitrates, nitrites & perchlorates)	\$750.00	\$565.00	\$300.00	\$190.00	\$825.00	\$3,750.00	\$4,725.00	N/A	N/A	N/A
21	Inorganic solutions, 0-5" solid, pH neutral	\$150.00	\$115.00	\$60.00	\$50.00	\$225.00	\$750.00	\$950.00	N/A	\$2/gal	N/A

SET Environmental, Inc.

City of Chicago 2013 and 2014 Rates

Contract No.: 16399
Specification No.: 49024

22	Non-RCRA/Non-Hazardous solids (Analysis req.)	\$85.00	\$60.00	\$45.00	\$35.00	\$135.00	N/A	N/A	\$150.00	N/A	\$29.97/ton	6
23	Non-RCRA/Non-Hazardous solids (No analysis req.)	\$85.00	\$80.00	\$45.00	\$35.00	\$135.00	N/A	N/A	\$160.00	N/A	\$35/ton	6
24	Non-RCRA/Non-Hazardous liquids (WWT)	\$90.00	\$70.00	\$60.00	\$40.00	\$145.00	\$450.00	\$575.00	N/A	\$0.25/gallon	N/A	8
25	Non-RCRA/Non-Hazardous liquids (Solidification)	\$90.00	\$70.00	\$60.00	\$40.00	\$145.00	\$450.00	\$575.00	N/A	\$0.76/gallon	N/A	8
26	Non-RCRA/Non-Hazardous liquids (Petroleum Reclamation)	\$90.00	\$70.00	\$60.00	\$40.00	\$145.00	\$450.00	\$575.00	N/A	\$0.39/gallon	N/A	9
27	RCRA Stabilization (metals)	\$180.00	\$140.00	\$80.00	\$50.00	\$230.00	N/A	N/A	\$400.00	N/A	\$155/ton	5
28	Debris Encapsulation	\$180.00	\$140.00	\$80.00	\$50.00	\$230.00	N/A	N/A	\$400.00	N/A	\$245/yd	5
29	Asbestos	\$100.00	\$75.00	\$60.00	\$40.00	\$150.00	N/A	N/A	\$300.00	N/A	\$55/yd	6
30	Municipal Solid Waste (Trash)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$105/ton	7
31	Drain/Trap/Sewer Sludge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$93/ton	N/A	
32	RCRA hazardous paints, resins, adhesives, solvents, paint in cans, etc	\$0.95/lb	\$0.95/lb	\$0.95/lb	\$0.95/lb	\$0.95/lb	N/A	N/A	\$0.95/lb	N/A	N/A	1
33	Non-RCRA paints, adhesives, etc	\$150.00	\$115.00	\$80.00	\$40.00	\$200.00	N/A	N/A	\$250.00	N/A	N/A	
34	Herbicides/Pesticides	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	\$1.45/lb	N/A	N/A	1
35	Acids/Bases (Inorganic)	\$200.00	\$150.00	\$80.00	\$40.00	\$250.00	N/A	N/A	\$1,000.00	N/A	N/A	
36	Metals (Stabilization)	\$200.00	\$150.00	\$80.00	\$40.00	\$250.00	N/A	N/A	\$600.00	N/A	N/A	
37	Oxidizers	\$795.00	\$605.00	\$340.00	\$225.00	\$870.00	N/A	N/A	\$1,250.00	N/A	N/A	
38	Mercury contaminated solids/liquids (>250ppm)	\$2,000.00	\$1,500.00	\$975.00	\$400.00	\$2,280.00	N/A	N/A	\$4,250.00	N/A	N/A	
39	Mercury contaminated solids/liquids (<250ppm)	\$180.00	\$140.00	\$80.00	\$55.00	\$230.00	N/A	N/A	\$400.00	N/A	\$250/yd	5
40	Mercury >200 parts	\$200.00	\$1,500.00	\$900.00	\$300.00	N/A	N/A	N/A	N/A	N/A	N/A	
41	Organic peroxides (types C, D, E & F only), 5-gallon max. material per 5-gallon container (\$150/5 gal container disposal minimum)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
42	DOT PACKS - Lab packs packed to DOT specifications & SET Environmental Lab Pack Protocol	20 gal max. 150 lb max.	10 gal max. 75 lb max.	5 gal max. 35 lb max.	2 gal max. 12 lb max.	N/A	N/A	N/A	N/A	N/A	N/A	
43	Acids, Bases, High BTU solvents, Alkaline & Lead Acid batteries, Stabilization, Landfill, Paint related material, Aerosols, Low BTU chlorinated solvents	\$200.00	\$150.00	\$80.00	\$50.00	N/A	N/A	N/A	N/A	N/A	N/A	
44	U-codes, P-codes, Carcinogens, 4.1s, 6.1s, Freons, Oxidizers, Cyanides, Sulfides, Pesticides, Stench hazards, Flammable metals	\$400.00	\$250.00	\$160.00	\$65.00	N/A	N/A	N/A	N/A	N/A	N/A	
44	Reactives & Special materials (Rate is based on NET weights)	\$15/lb, 400 lb min.	\$15/lb, 250 lb min.	\$15/lb, 160 lb min.	\$15/lb, 65 lb min.	N/A	N/A	N/A	N/A	N/A	N/A	

SET Environmental, Inc.
City of Chicago 2013 and 2014 Rates

45	PCB oil 50-499ppm (or TSCA regulated)	\$150.00	\$275.00	\$350.00	\$485.00	\$650.00	\$1,800.00	\$2,600.00	N/A	N/A	N/A
46	PCB oil >499ppm	\$150.00	\$375.00	\$500.00	\$665.00	\$820.00	\$2,200.00	\$2,900.00	N/A	N/A	N/A
47	PCB Debris/contaminated solids	\$180.00	\$200.00	\$250.00	\$350.00	\$475.00	N/A	N/A	\$210.00	N/A	\$210.00
48	PCB Electrical equipment 50-499ppm (transformers, capacitors etc)	\$0.50/lb	\$0.50/lb	\$0.50/lb	\$0.50/lb	\$0.50/lb	N/A	N/A	\$0.50/lb	N/A	N/A
49	PCB Electrical equipment >499ppm (transformers, capacitors etc)	\$0.85/lb	\$0.85/lb	\$0.85/lb	\$0.85/lb	\$0.85/lb	N/A	N/A	\$0.85/lb	N/A	N/A
50	Mercury containing articles/devices (enacted)	\$1,200.00	\$950.00	\$500.00	\$350.00	\$1,400.00	N/A	N/A	\$3,800.00	N/A	N/A

Code	Description	65 gal	30 gal	15 gal	5 gal	85 gal OP	<300G tote	>300G tote	CYD Box	Bulk Liquid	Bulk Solid
1	Drum minimum	275 lb	175 lb	115 lb	75 lb	400 lb	N/A	N/A	950 lb	N/A	N/A
2	Drum minimum	185 lb	145 lb	100 lb	75 lb	220 lb	N/A	N/A	650 lb	N/A	N/A
3	Drum minimum	280 lb	145 lb	100 lb	75 lb	375 lb	1300 lb	1850 lb	N/A	N/A	N/A
4	Drum minimum	360 lb	190 lb	125 lb	75 lb	N/A	N/A	N/A	N/A	N/A	N/A
5	Bulk Solid minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10yard or ton
6	Bulk Solid minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$150/load
7	Bulk Solid minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$210/load
8	Bulk Liquid minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$100/load
9	Bulk Liquid minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$325/load

Chicagoand TSDFs	Rate
55 gallon drum	\$10.30
30 gallon drum	\$10.30
15 gallon drum	\$10.30
5 gallon drum	\$10.30
Cubic yard box/Pallet/Tote	\$41.20
All other TSDFs	Rate
55 gallon drum	\$42.44
30 gallon drum	\$31.83
15 gallon drum	\$26.52
5 gallon drum & P/H box	\$15.91
85 gallon drum	\$53.05
Cubic yard box/Pallet/Tote	\$169.74

Final disposal pricing and acceptance shall be based on approval from designated disposal facility which is initiated by executed waste stream profile and/or sample with appropriate disposal analysis and DOT packaging requirements.

Parameters	24 hr TAT	48 hr TAT	5-7 Day TAT
Unknown Identification	\$1,500.00	\$750.00	\$500.00
BTEX	\$240.00	\$120.00	\$60.00
BTEX/PNA	\$720.00	\$360.00	\$180.00
BTU	\$640.00	\$320.00	\$160.00
Cryptosporidium	\$1,750.00	\$875.00	\$437.50
Demulsibility	\$250.00	\$125.00	\$62.50
Drinking Water Analysis	\$5,000.00	\$2,500.00	\$1,250.00
Fluoride	\$140.00	\$70.00	\$35.00
FOG	\$1,250.00	\$625.00	\$312.50
Full TCLP	\$4,680.00	\$2,340.00	\$1,170.00
Mold	\$200.00	\$100.00	\$50.00
PCBs	\$340.00	\$170.00	\$85.00
Radiation Monitoring			
Rust Test	\$325.00	\$162.50	\$81.25
SVOCS	\$1,060.00	\$530.00	\$265.00
TCLP Benzene	\$800.00	\$400.00	\$200.00
TCLP Metals	\$100.00	\$50.00	\$25.00
Total 8 RCRA Metals	\$500.00	\$250.00	\$125.00
Total Acid No	\$125.00	\$62.50	\$31.25
TPH	\$340.00	\$170.00	\$85.00
Viscosity @ 40 C	\$125.00	\$62.50	\$31.25
Viscosity @ 100 C	\$150.00	\$75.00	\$37.50
VOCs	\$520.00	\$260.00	\$130.00

Due to the instability of disposal pricing and substantial additional cost to our operational systems, we must include our Energy and Security fee of 5.15% which will apply to the total invoice \$ value.

**SET Environmental, Inc.
Fuel Surcharge Schedule**

Fuel Price range		Surcharge Rate
From	TO	
	\$ 1.48	0%
\$ 1.49	\$ 1.54	5.0%
\$ 1.55	\$ 1.60	5.5%
\$ 1.61	\$ 1.66	6.0%
\$ 1.67	\$ 1.72	6.5%
\$ 1.73	\$ 1.78	7.0%
\$ 1.79	\$ 1.84	7.5%
\$ 1.85	\$ 1.90	8.0%
\$ 1.91	\$ 1.96	8.5%
\$ 1.97	\$ 2.02	9.0%
\$ 2.03	\$ 2.08	9.5%
\$ 2.09	\$ 2.14	10.0%
\$ 2.15	\$ 2.20	10.5%
\$ 2.21	\$ 2.26	11.0%
\$ 2.27	\$ 2.32	11.5%
\$ 2.33	\$ 2.38	12.0%
\$ 2.39	\$ 2.44	12.5%
\$ 2.45	\$ 2.50	13.0%
\$ 2.51	\$ 2.56	13.5%
\$ 2.57	\$ 2.62	14.0%
\$ 2.63	\$ 2.68	14.5%
\$ 2.69	\$ 2.74	15.0%
\$ 2.75	\$ 2.80	15.5%
\$ 2.81	\$ 2.86	16.0%
\$ 2.87	\$ 2.92	16.5%
\$ 2.93	\$ 2.98	17.0%
\$ 2.99	\$ 3.04	17.5%
\$ 3.05	\$ 3.10	18.0%
\$ 3.11	\$ 3.16	18.5%
\$ 3.17	\$ 3.22	19.0%
\$ 3.23	\$ 3.28	19.5%
\$ 3.29	\$ 3.34	20.0%
\$ 3.35	\$ 3.40	20.5%
\$ 3.41	\$ 3.46	21.0%
\$ 3.47	\$ 3.52	21.5%
\$ 3.53	\$ 3.58	22.0%
\$ 3.59	\$ 3.64	22.5%
\$ 3.65	\$ 3.70	23.0%

Fuel Price range		Surcharge Rate
\$ 3.71	\$ 3.76	23.5%
\$ 3.77	\$ 3.82	24.0%
\$ 3.83	\$ 3.88	24.5%
\$ 3.89	\$ 3.94	25.0%
\$ 3.95	\$ 4.00	25.5%
\$ 4.01	\$ 4.06	26.0%
\$ 4.07	\$ 4.12	26.5%
\$ 4.13	\$ 4.18	27.0%
\$ 4.19	\$ 4.24	27.5%
\$ 4.25	\$ 4.30	28.0%
\$ 4.31	\$ 4.36	28.5%
\$ 4.37	\$ 4.42	29.0%
\$ 4.43	\$ 4.48	29.5%
\$ 4.49	\$ 4.54	30.0%
\$ 4.55	\$ 4.60	30.5%
\$ 4.61	\$ 4.66	31.0%
\$ 4.67	\$ 4.72	31.5%
\$ 4.73	\$ 4.78	32.0%
\$ 4.79	\$ 4.84	32.5%
\$ 4.85	\$ 4.90	33.0%
\$ 4.91	\$ 4.96	33.5%
\$ 4.97	\$ 5.02	34.0%
\$ 5.03	\$ 5.08	34.5%
\$ 5.09	\$ 5.14	35.0%
\$ 5.15	\$ 5.20	35.5%
\$ 5.21	\$ 5.26	36.0%
\$ 5.27	\$ 5.32	36.5%
\$ 5.33	\$ 5.38	37.0%
\$ 5.39	\$ 5.44	37.5%
\$ 5.45	\$ 5.50	38.0%
\$ 5.51	\$ 5.56	38.5%
\$ 5.57	\$ 5.62	39.0%
\$ 5.63	\$ 5.68	39.5%
\$ 5.69	\$ 5.74	40.0%
\$ 5.75	\$ 5.80	40.5%
\$ 5.81	\$ 5.86	41.0%
\$ 5.87	\$ 5.92	41.5%
\$ 5.93	\$ 5.98	42.0%
\$ 5.99	\$ 6.04	42.5%

Note: Rates will be extrapolated if fuel prices exceed \$6.05 per gallon.
National diesel fuel averages are published weekly at www.eia.gov.

CONTRACT NO: 1445-14201

EXHIBIT 2

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2015

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

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

PRODUCER HNI Truck Group 1621 Colonial Parkway Inverness IL 60067	CONTACT NAME:	
	PHONE (A/C, No, Ext): 847-330-5000	FAX (A/C, No): 847-705-1075
	E-MAIL ADDRESS: tgcerts@hni.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SET Environmental, Inc. 450 Sumac Road Wheeling IL 60090	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Insurance America, Inc.	24554
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: Indian Harbor Insurance Company	36940
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GEC0031513-05	05/07/15	05/07/16	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Deductible \$50,000					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> X,C,U Included					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		AEC0031511-05	05/07/15	05/07/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	MCS-90 Included	<input checked="" type="checkbox"/> Deductible \$10,000				\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	UEC0031512-05	05/07/15	05/07/16	EACH OCCURRENCE \$ 11,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 11,000,000
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	<input type="checkbox"/> N/A				OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL & CONTRACTORS POLLUTION LEGAL LIABILITY		PEC0031514-05	05/07/15	05/07/16	PER OCCURRENCE \$10,000,000
						AGGREGATE \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate supersedes any previously issued certificate.

CERTIFICATE HOLDER**CANCELLATION**

*****Proof of Coverage*****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2015

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

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

PRODUCER Cottingham & Butler 800 Main St. Dubuque IA 52001	CONTACT NAME: To Request a Certificate	
	PHONE (A/C, No, Ext): 563-587-5566	FAX (A/C, No): 563-587-5866
E-MAIL ADDRESS: certificates@cottinghambutler.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Co of Amer		25666
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED SETENV1
 SET Environmental, Inc.
 450 Sumac Road
 Wheeling IL 60090

COVERAGES **CERTIFICATE NUMBER:** 1544108739 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	HHUB9C58513015	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CONTRACT NO: 1445-14201

EXHIBIT 3

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

1445-14201 Contract #16399 Bid/RFP/RFQ No.: City of Chicago Piggyback	Date: 8/27/15
Total Bid or Proposal Amount: \$60,000	Contract Title: Environmental Services
Contractor: SET Environmental, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Carnow, Conibear & Assoc., Ltd.
Authorized Contact for Contractor: David M. Cozzi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Shirley Conibear
Email Address (Contractor): dcozzi@setenv.com	Email Address (Subcontractor): jboysen@caltld.com
Company Address (Contractor): 450 Sumac Rd.	Company Address (Subcontractor): 600 W. Van Buren St.
City, State and Zip (Contractor): Wheeling, IL 60090	City, State and Zip (Subcontractor): Chicago, IL 60607
Telephone and Fax (Contractor): (847)537-9221	Telephone and Fax (Subcontractor): (312)762-2933
Estimated Start and Completion Dates (Contractor): 08/01/15-07/31/16	Estimated Start and Completion Dates (Subcontractor): 08/01/15-07/31/16

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Air monitoring, CIH Consulting	DUR

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **David M. Cozzi**

Name **Senior Accounts Manager**

Title  8/27/15

Prime Contractor Signature Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1445-14201 Contract #16399 City of Chicago Piggyback	Date: 8/27/15
Total Bid or Proposal Amount: \$60,000	Contract Title: Environmental Services
Contractor: SET Environmental, Inc.	Subcontractor/Supplier/ Subconsultant to be Occupational Training & Supply, Inc. added or substitute:
Authorized Contact for Contractor: David M. Cozzi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kent Kassenbrock
Email Address (Contractor): dcozzi@setenv.com	Email Address (Subcontractor): kkassenbrock@otssafety.com
Company Address (Contractor): 450 Sumac Rd.	Company Address (Subcontractor): 7233 Adams Street
City, State and Zip (Contractor): Wheeling, IL 60090	City, State and Zip (Subcontractor): Willowbrook, IL 60527
Telephone and Fax (Contractor): (847)537-9221	Telephone and Fax (Subcontractor): (630)655-3900
Estimated Start and Completion Dates (Contractor): 08/01/15-07/31/16	Estimated Start and Completion Dates (Subcontractor): 08/01/15-07/31/16

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supplies	DUR

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **David M. Cozzi**

Name **Senior Accounts Manager**

Title **David M. Cozzi** Date **8/27/15**

Prime Contractor Signature **[Signature]** Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input checked="" type="radio"/> Check Complete
--

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

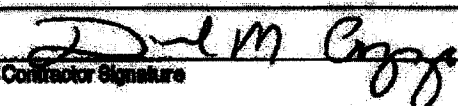
Bid/RFP/RFQ No.: 1445-14201 Contract #16399 City of Chicago Piggyback	Date: 8/27/15
Total Bid or Proposal Amount: \$60,000	Contract Title: Environmental Services
Contractor: SET Environmental, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Barricade Lites, Inc.
Authorized Contact for Contractor: David M. Cozzi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Charles Vazquez
Email Address (Contractor): dcozzi@setenv.com	Email Address (Subcontractor): jhv@barricadelites.com
Company Address (Contractor): 450 Sumac Rd.	Company Address (Subcontractor): 1490 W. Jeffrey Dr.
City, State and Zip (Contractor): Wheeling, IL 60090	City, State and Zip (Subcontractor): Addison, IL 60101
Telephone and Fax (Contractor): (847)537-9221	Telephone and Fax (Subcontractor): (630)627-6163
Estimated Start and Completion Dates (Contractor): 08/01/15-07/31/16	Estimated Start and Completion Dates (Subcontractor): 08/01/15-07/31/16

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Traffic Control Devices and Lane Closures	DUR

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **David M. Cozzi**

Name	Senior Accounts Manager	
Title		8/27/15
Prime Contractor Signature		Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1445-14201 Contract #16399 City of Chicago Piggyback	Date: 8/27/15
Total Bid or Proposal Amount: \$60,000	Contract Title: Environmental Services
Contractor: SET Environmental, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Everlights, Inc.
Authorized Contact for Contractor: David M. Cozzi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kelly Gallagher
Email Address (Contractor): dcozzi@setenv.com	Email Address (Subcontractor): kgallagher@everlights.com
Company Address (Contractor): 450 Sumac Rd.	Company Address (Subcontractor): 8027 Lawndale
City, State and Zip (Contractor): Wheeling, IL 60090	City, State and Zip (Subcontractor): Skokie, IL 60067
Telephone and Fax (Contractor): (847)537-9221	Telephone and Fax (Subcontractor): (773)734-9873
Estimated Start and Completion Dates (Contractor): 08/01/15-07/31/16	Estimated Start and Completion Dates (Subcontractor): 08/01/15-07/31/16

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Universal Waste Disposal, Recycling and Supplies	DUR

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor David M. Cozzi

Name Senior Accounts Manager

Title *David M. Cozzi* Date 8/27/15

Prime Contractor Signature *David M. Cozzi* Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1445-14201 Contract #16399 City of Chicago Piggyback	Date: 8/27/15
Total Bid or Proposal Amount: \$60,000	Contract Title: Environmental Services
Contractor: SET Environmental, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Hi-Teck Environmental, dba STAT
Authorized Contact for Contractor: David M. Cozzi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Surendra Kumar
Email Address (Contractor): dcozzi@setenv.com	Email Address (Subcontractor): skumar@statanalysis.com
Company Address (Contractor): 450 Sumac Rd.	Company Address (Subcontractor): 2242 W. Harrison St., Ste 200
City, State and Zip (Contractor): Wheeling, IL 60090	City, State and Zip (Subcontractor): Chicago, IL 60612
Telephone and Fax (Contractor): (847)537-9221	Telephone and Fax (Subcontractor): (312)733-0551
Estimated Start and Completion Dates (Contractor): 08/01/15-07/31/16	Estimated Start and Completion Dates (Subcontractor): 08/01/15-07/31/16

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Laboratory Analysis, Sampling Supplies	DUR

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor David M. Cozzi

Name Senior Accounts Manager

Title

Prime Contractor Signature

8/27/15

Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

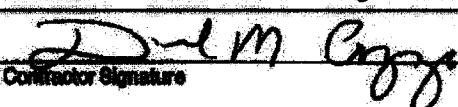
Bid/RFP/RFQ No.: 1445-14201 Contract #16399 City of Chicago Piggyback	Date: 8/27/15
Total Bid or Proposal Amount: \$60,000	Contract Title: Environmental Services
Contractor: SET Environmental, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Stericycle, Inc.
Authorized Contact for Contractor: David M. Cozzi	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Rich Sizelove
Email Address (Contractor): dcozzi@setenv.com	Email Address (Subcontractor): rsizelove@stericycle.com
Company Address (Contractor): 450 Sumac Rd.	Company Address (Subcontractor): 4010 Commercial Ave.
City, State and Zip (Contractor): Wheeling, IL 60090	City, State and Zip (Subcontractor): Northbrook, IL 60062
Telephone and Fax (Contractor): (847)537-9221	Telephone and Fax (Subcontractor): (312)762-2933
Estimated Start and Completion Dates (Contractor): 08/01/15-07/31/16	Estimated Start and Completion Dates (Subcontractor): 08/01/15-07/31/16

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Medical Waste Transportation and Disposal	DUR

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **David M. Cozzi**

Name	Senior Accounts Manager
Title	
Prime Contractor Signature	Date 8/27/15

CONTRACT NO: 1445-14201

EXHIBIT 4

Electronic Payment Program

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

4. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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CONTRACT NO: 1445-14201

EXHIBIT 5

MBE/WBE Utilization Plan

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)



Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Everlights

Address: 8027 Lawndale, Skokie, IL 60067

E-mail: kgallagher@everlights.com

Contact Person: Kelly Gallagher Phone: 773-734-9873

Dollar Amount Participation: \$ Dependant Upon Requirements

Percent Amount of Participation: 5 %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: Carnow, Conibear & Assoc., Ltd.

Address: 600 W. Van Buren St, Suite 500, Chicago, IL 60607

E-mail: jboysen@ccaltd.com

Contact Person: Shirley Conibear Phone: 312-762-2933

Dollar Amount Participation: \$ Dependant Upon Requirements

Percent Amount of Participation: 10 %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Hi-Tek Environmental, dba STAT

Address: 2242 W. Harrison St., Ste. 200, Chicago, IL 60612

E-mail: skumar@statanalysis.com

Contact Person: Surendra Kumar Phone: 312-733-0551

Dollar Amount Participation: \$ Dependant Upon Requirements

Percent Amount of Participation: 10 %

*Letter of Intent attached? Yes No _____
 *Letter of Certification attached? Yes No _____

MBE/WBE Firm: Diamond Waste & Recycling Corporation

Address: P.O. Box 4581, Chicago, IL 60680

E-mail: charles@diamondwaste.net

Contact Person: Charles Hudson Phone: 773-723-3600

Dollar Amount Participation: \$ Dependant Upon Requirements

Percent Amount of Participation: 5 %

*Letter of Intent attached? Yes No _____
 *Letter of Certification attached? Yes No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Occupational Training & Supply, Inc.

Address: 7233 Adams Street, Willowbrook, IL 60527

E-mail: kkassenbrock@otssafety.com

Contact Person: Kent Kassenbrock Phone: 630-655-3900

Dollar Amount Participation: \$ Dependant Upon Requirements

Percent Amount of Participation: 5 %

*Letter of Intent attached? Yes No i
*Letter of Certification attached? Yes No i

MBE/WBE Firm: Barricade Lites, Inc.

Address: 1490 W. Jeffrey Dr., Addison, IL 60101

E-mail: jhv@barricadelites.com

Contact Person: Charles Vazquez Phone: 630-627-6163

Dollar Amount Participation: \$ Dependant Upon Requirements

Percent Amount of Participation: 5 %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: EverLights, Inc.
Address: 8027 Lawndale
City/State: Skokie, IL Zip 60076
Phone: 773-734-9873 Fax: 773-734-9874
Email: kgallagher@everlights.com

Certifying Agency: City of Chicago
Certification Expiration Date: 12/31/2014
FEIN #: 36-4032921
Contact Person: Kelly Gallagher
Contract #: 1445-14201

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Recycling services: lamps, batteries, mercury devices, ballast, computers.

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
5% of contract value, terms are net 30

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Kelly Gallagher
Signature (M/WBE)
Kelly Gallagher
Print Name
EverLights, Inc.
Firm Name
12/17/14
Date

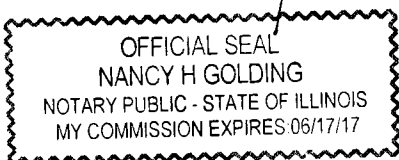
Meredith Cywinski
Signature (Prime Bidder/Proposer)
Meredith Cywinski
Print Name
SET Environmental, Inc.
Firm Name
12/19/14
Date

Subscribed and sworn before me

this 17 day of December, 2014

Notary Public *Nancy Golding*

SEAL



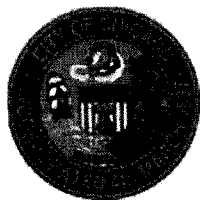
Subscribed and sworn before me

this 19 day of December, 2014

Notary Public *Kristina Heyduck*

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

October 30, 2014

Kelly Aaron
Everlights, Inc.
9901 South Torrence Avenue
Chicago, IL 60617-5369

Email: kgallagher@everlights.com

Dear Kelly Aaron:

This letter is to inform you that the City of Chicago has extended your status as **Women Business Enterprise (WBE) until December 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

A handwritten signature in cursive script that reads "George Coleman Jr.".

George Coleman Jr.
Deputy Procurement Officer

GC/II

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Carnow, Conibear & Assoc., Ltd.
Address: 600 W. Van Buren Street, Ste 500
City/State: Chicago, IL Zip 60607
Phone: 312.762.2928 Fax: 312.782.5145
Email: dkedrowski@ccaltd.com

Certifying Agency: City of Chicago
Certification Expiration Date: 11-01-2018
FEIN #: 36-2835478
Contact Person: David J. Kedrowski
Contract #: 1445-14201

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: N/A

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Environmental Consulting Services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

David J. Kedrowski
Signature (M/WBE)
David J. Kedrowski
Print Name
Carnow, Conibear & Assoc., Ltd.
Firm Name
12/12/14
Date

Meredith Cywinski
Signature (Prime Bidder/Proposer)
Meredith Cywinski
Print Name
SET Environmental, Inc.
Firm Name
12/19/14
Date

Subscribed and sworn before me

this 12 day of December, 20 14.
Notary Public *Olivia Santana*

SEAL



Subscribed and sworn before me

this 19 day of December, 20 14.
Notary Public *Kristina Heyduck*

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 01 2013

Shirley A. Conibear
Carnow, Conibear & Associates., Ltd.
600 W. Van Buren, Suite 550
Chicago, IL 60607

Dear Ms. Conibear:

We are pleased to inform you that **Carnow, Conibear & Associates., Ltd.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **11/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **11/01/2014, 11/01/2015, 11/01/2016, and 11/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/01/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

On

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:


NAICS Code(s):

541620 – Environmental Consulting Services

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/gc

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Diamond Waste & Recycling

Certifying Agency: City of Chicago

Address: P.O. Box 4581

Certification Expiration Date: _____

City/State: Chicago, IL Zip 60680

FEIN #: 30-0011606

Phone: 773-723-3600 Fax: 773-723-3662

Contact Person: Charles Hudson

Email: charles@diamondwaste.net

Contract #: 1445-14201

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Various sized roll-off containers

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
See attached.

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]

Signature (M/WBE)

Charles L. Hudson

Print Name

Diamond Waste & Recycling Corp.

Firm Name

December 17, 2014

Date

[Signature]

Signature (Prime Bidder/Proposer)

Meredith Cywinski

Print Name

SET Environmental, Inc.

Firm Name

12/19/14

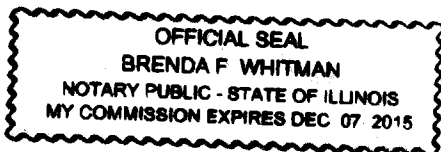
Date

Subscribed and sworn before me

this 17th day of December, 20 14.

Notary Public [Signature]

SEAL



Subscribed and sworn before me

this 11 day of December, 20 14.

Notary Public [Signature]

SEAL





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUL 25 2014

Charles Hudson
Diamond Waste & Recycling Corporation
8149 South Wallace
Chicago, IL 60620-1907

Dear Mr. Hudson:

We are pleased to inform you that **Diamond Waste & Recycling Corporation** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **08/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **08/01/2015, 08/01/2016, 08/01/2017, and 08/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **08/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **06/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

A handwritten signature in the bottom right corner of the page.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

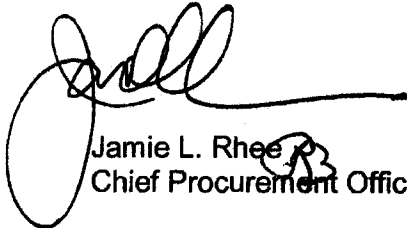
562111 - Solid Waste Collection

562119 - Other Waste Collection

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/sl

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Occupational Training & Supply Inc.
Address: 7233 Adams Street
City/State: Willowbrook Zip 60527
Phone: 630-655-3900 Fax: 630-655-3901
Email: kdesalvo@otssafety.com

Certifying Agency: City of Chicago
Certification Expiration Date: Extension until 12-31-14
FEIN #: 36-3790029
Contact Person: Kathy DeSalvo
Contract #: ~~12-45-011~~ 1445-14201

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Supplies and Equipment

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

TBD

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

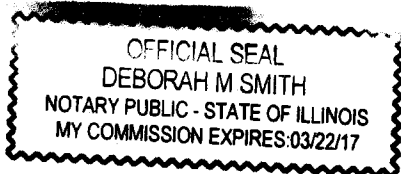
Kathy DeSalvo
Signature (M/WBE)
KATHY DESALVO
Print Name
OTS INC.
Firm Name
12/15/2014
Date

Meredith Cywinski
Signature (Prime Bidder/Proposer)
Meredith Cywinski
Print Name
SET Environmental, Inc.
Firm Name
12/19/14
Date

Subscribed and sworn before me

this 15th day of December, 2014.
Notary Public Deborah M. Smith

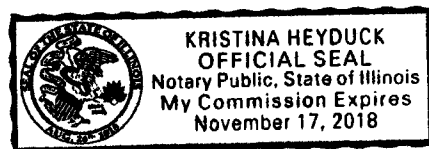
SEAL



Subscribed and sworn before me

this 19 day of December, 2014.
Notary Public Kristina Heyduck

SEAL





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

tnicholson@otssafety.com

October 29, 2014

Kathleen Nicholson
Occupational Training & Supply, Inc.
7233 Adams Street
Willowbrook, IL 60527-5570

Dear Kathleen Nicholson:

This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE) until November 30, 2014**. We are providing this thirty (30) day extension to provide you with additional time to submit the recertification documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and/or complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman, Jr.", with a long horizontal flourish extending to the right.

George Coleman, Jr.
Deputy Procurement Officer

GC/sl

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Barricade Lites, Inc.
Address: 1490 W Jeffrey Dr
City/State: Addison / IL Zip 60101
Phone: 630-627-6163 Fax: 630-627-9890
Email: jhv@barricadelites.com

Certifying Agency: City of Chicago, Dept of Procurement Services
Certification Expiration Date: 06/01/2019
FEIN #: 36-3067315
Contact Person: Joe Vazquez
Contract #: 1445-14201

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Flagging (i.e. Traffic Control) Services

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

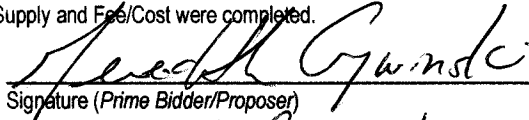
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.


Signature (M/WBE)

Joseph Vazquez
Print Name

Barricade Lites, Inc.
Firm Name

12-12-14
Date


Signature (Prime Bidder/Proposer)

Meredith Cywinski
Print Name

SET Environmental, Inc.
Firm Name

12/19/14
Date

Subscribed and sworn before me

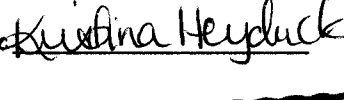
this 12th day of December, 2014

Notary Public 

SEAL

Subscribed and sworn before me

this 19 day of December, 2014

Notary Public 

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 27 2014

Joseph Vazquez
Barricade Lites, Inc.
1490 West Jeffrey Drive
Addison, IL 60101

Dear Mr. Vazquez:

We are pleased to inform you that Barricade Lites, Inc. has been certified as a **Minority-Owned Business Enterprise ("MBE")**, by the City of Chicago ("City"). This MBE certification is valid until **06/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit is due by 06/01/2015, 06/01/2016, 06/01/2017, and 06/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **06/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Handwritten initials, possibly "JAV", in the bottom right corner of the page.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

561990 - Flagging (i.e. Traffic Control) Services

339950 - Sign Manufacturing

339999 - All Other Miscellaneous Manufacturing

423990 - Signs (except electrical) Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

JLR/tb

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Hi-Tek Environmental DBA STAT Analysis Corporation
Address: 2242 West Harrison Street, Ste. 200
City/State: Chicago, IL Zip 60612
Phone: 312-733-0551 Fax: 312-733-2386
Email: cchawla@statanalysis.com

Certifying Agency: City of Chicago
Certification Expiration Date: 12/1/2019
FEIN #: 36-4128978
Contact Person: Craig Chawla
Contract #: 1445-14201

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Environmental Testing Laboratories and Services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

Jason R. Kornfeind / Business Development Manager
Print Name

Hi-Tek Environmental DBA STAT Analysis Corporation
Firm Name

December 15, 2014
Date

[Signature]
Signature (Prime Bidder/Proposer)

Meredith Cywinski
Print Name

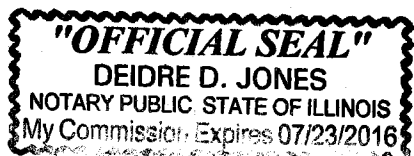
SET Environmental, Inc.
Firm Name

12/19/14
Date

Subscribed and sworn before me

this 15th day of December, 2014
Notary Public: [Signature]

SEAL

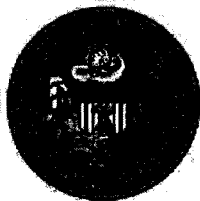


Subscribed and sworn before me

this 19 day of December, 2014
Notary Public: [Signature]

SEAL





DEPARTMENT OF PROCUREMENT SERVICES

NOV 17 2014

CITY OF CHICAGO

Surendra N. Kumar
Hi-Tek Environmental, Inc. dba STAT
2242 W. Harrison Street, Suite 200
Chicago, IL 60612

Dear Surendra N. Kumar:

We are pleased to inform you that **Hi-Tek Environmental, Inc. dba STAT** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2015, 12/01/2016, 12/01/2017, and 12/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

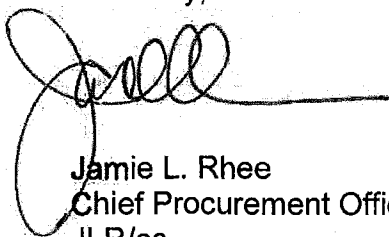
541380 – Environmental Testing Laboratories or Services

541380 – Laboratory Testing (except medical, veterinary) Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/es

CONTRACT NO: 1445-14201

EXHIBIT 6

Economic Disclosure Statement

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, 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; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) • The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): 03-13-200-026-0000; 03-09-102-022-0000
03-09-102-023-0000; 03-09-102-024-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name SET Environmental, Inc. D/B/A: _____ EIN NO.: _____

Street Address: 450 Sumac Road

City: Wheeling State: IL Zip Code: 60090

Phone No.: 847-537-9221

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Calvin Tameling	450 Sumac Road, Wheeling, IL	66.5%
Bernard Tameling	450 Sumac Road, Wheeling, IL	33.5%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

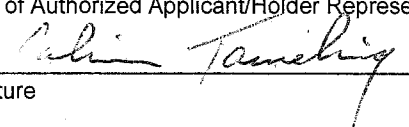
Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

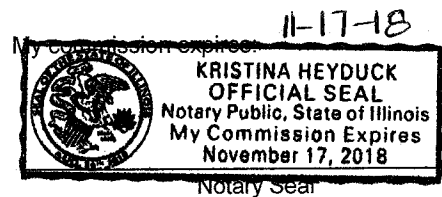
- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Calvin Tameling
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature
 ctameling@setenv.com
 E-mail address

CEO
 Title
 12-19-2014
 Date
 847-537-9221
 Phone Number

Subscribed to and sworn before me this 19 day of Dec, 2014.

x 
 Notary Public Signature



SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Calvin Taveling Title: CEO
Business Entity Name: SET Environmental Inc. Phone: 847-537-9221
Business Entity Address: 450 Sumac Rd, Wheeling, IL 60090

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

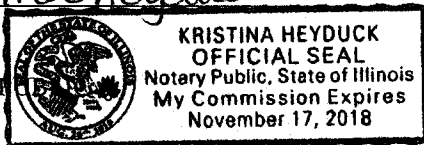
To the best of my knowledge and belief, the information provided above is true and complete.

Calvin Taveling _____
Owner/Employee's Signature Date

Subscribe and sworn before me this 19 Day of December, 2014

a Notary Public in and for Cook County

Kristina Heyduck
(Signature)



NOTARY
SEAL

My Commission expires 11-17-18

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: SET Environmental Inc.

BUSINESS ADDRESS: 450 Sumac Road
Wheeling, IL 60090

BUSINESS TELEPHONE: 847-537-9221 FAX NUMBER: 847-537-9265

CONTACT PERSON: Meredith Cywinski

FEIN: 36-3018246 *IL CORPORATE FILE NUMBER: 5169-375-2

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Dave DeVries VICE PRESIDENT: Chad Tamelng

SECRETARY: Bern Tamelng TREASURER: Michael O'Dwyer

**SIGNATURE OF PRESIDENT: *[Signature]*

ATTEST: *Bernard Tamelng* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
19 day of December, 2014.

x *Kristina Heyduck*
Notary Public Signature

My commission expires:
11-17-18



Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

CONTRACT NO: 1445-14201

Attachment 1

City of Chicago Contract (Contract No. 16399)

Modification Summary Report

Contract (PO) Number: 16399

Modification Revision Number: 15

Specification Number: 49024

Name of Contractor: SET ENVIRONMENTAL INC

City Department: DEPARTMENT OF ENVIRONMENT

Title of Contract: ENVIRONMENTAL REPOSENSE SERVICES/HAZARDOUS MATERIALS

<u>Mod Req Number</u>	<u>Mod Reason</u>	<u>Description</u>
94092	TIME EXTENSION	EXTENSION OF CONTRACT FOR SET ENVIRONMENTAL, INC PO #16399

Term of Contract: Start Date: 1/1/2008

End Date: 6/30/2015

Procurement Services Contact Person: HUGO ZAPATA

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1021227

Submission Date:

Jan 14, 2015

Specification No 49024
Contract (P.O.) No 16399
("Agreement")
Amendment/ Requisition No 94092
Vendor No.: 1021227 A

AMENDMENT NUMBER TWO

This amendment ("**Amendment Number Two**") is made and entered into effective as of the 12 day of, January 2015 by and between the CITY OF CHICAGO (City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its **DEPARTMENT OF PUBLIC HEALTH ("Department")**, at Chicago, Illinois, and **SET Environmental, Inc. ("Contractor")**

This Amendment is to an existing agreement between the Parties for "Environmental Response Services Category #1 (Hazardous Waste/Materials Handling)" dated the 1st day January, 2008, (hereinafter referred to as the "**Agreement**") and is made pursuant to Section 10 3, Amendments, of the Agreement. The purpose of this Amendment is to extend the contract for 181 days and modify certain terms and conditions of the Agreement to reflect changes in laws and/or City policies since the date the Agreement was executed

TERMS AND CONDITIONS

THE PARTIES agree as follows

- 1 Article 4, Duration of Agreement, Section 4 1, Term of Performance ,the Agreement is hereby extended for one-hundred and eighty-one (181) days through June 30, 2015

- 2 Article 5, Compensation, Section 5 3, "Funding" is deleted in its entirety and replaced with the following

"5.3 Funding

Payments under this Agreement may not exceed \$14,086,576 69 The source of funds for payment under this Amendment up to \$3,012,244 69 is 014-0100-041-3317-0140 and various Payments under this Agreement must not exceed those amounts without a written amendment in accordance with Section 10 3 Funding for this Agreement is subject to availability of funds and their appropriation by the City Council of the City of Chicago"

- 3 Article 7, Compliance with All Laws, Section 7 5, Business Relationships with Elected Officials, is deleted and replaced in its entirety with the following

"7.5 Business Relationships with Elected Officials

Pursuant to MCC Sect 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of MCC Sect 2-156-030 by any elected official with respect to this contract will be grounds for termination of this Agreement. The term financial interest is defined as set forth in MCC Chapter 2-156 "

4. Article 7, Compliance with All Laws, Section 7 6, Chicago "Living Wage" Ordinance, subsection (c) is deleted and replaced in its entirety with the following

"(c) As of July 1, 2014, the Base Wage is \$11.93 per hour and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U S Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates "

- 5 Article 10 General Conditions, Section 10 9, Independent Contractor is deleted and replaced in its entirety with the following

"10.9 Independent Contractor

(c) 2014 City Hiring Plan Prohibitions

- (i) The City is subject to the June 24, 2014 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois) Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors
- (ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor
- (iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office

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

Acknowledgment

- 6 Contractor has executed an online Economic Disclosure Statement and Affidavit (EDS) Certificate of Filing and provided an Insurance Certificate, and submitted Schedule C-1's and a Schedule D-1 reflecting MBE/WBE compliance plan, copies of which are attached to this Amendment as Exhibit 1, Exhibit 2 and Exhibit 3 respectively and incorporated here by reference

The terms of the Agreement remain in full force and effect except as modified in this Amendment

Signature Page Follows

AMENDMENT SIGNATURE PAGE

Contract No.: 16399

Specification No.: 49024

Amendment/Requisition No.: 94092

Vendor Name: SET Environmental, Inc.

Total Amount (Value): \$13,976,576.92

Fund Chargeable: _____

SET Environmental, Inc.

(Contractor)

By: [Signature]

Its: Client Relationship Mgr.

Attest: [Signature]

State of IL

County of Cook

This instrument was acknowledged before me on this 22 day of December 2014 by [Signature] as President (or other authorized officer) and [Signature] as Secretary of SET Environmental, Inc. (Corporation Name).

(Seal) [Signature]
Notary Public Signature



Commission Expires 11-17-18

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

The Chief Procurement Officer has determined, on behalf of the City of Chicago, with regard to this Contract Amendment, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

**EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE OF INSURANCE**

**CONTRACT INSURANCE REQUIREMENTS
Department of Environment
Emergency Environmental Response Services
Category (1) - Hazardous Waste/Material Handling - 2007**

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long Shore and Harbor Workers and Jones Act when applicable.

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, explosion, collapse, underground, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work

Subcontractors performing work for Contractor may maintain limits of not less than \$1,000,000 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 combined single limit per occurrence for bodily injury and property damage. Coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of infectious waste, chemical waste, hazardous waste, and radioactive waste. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor may maintain limits of not less than \$1,000,000 with

the same terms herein

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide or cause to be provided, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

5) Professional Liability

When any asbestos, biohazard waste, hazardous materials, toxicologists, and air pollution consultants, engineers, scientists or other environmental consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

6) Valuable Papers

When any media, data, records, reports, manifests and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, 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 \$2,000,000 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.

8) Property

Contractor must be responsible for all loss or damage to City property at replacement cost as a result of this Contract.

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

9) Marine Protection & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide or cause to be provided, Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injuries to crewmembers if not provided through other insurance, damage to wharves, piers, other structures and collision. The City of Chicago is to be named as an additional insured.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The 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 Contract 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 Contractor to obtain and maintain the specified coverages. The Contractor must 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. Non-fulfillment 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 sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverage 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 coverage 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 limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2014

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

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

PRODUCER Cottingham & Butler 800 Main St Dubuque IA 52001	CONTACT NAME To Request a Certificate	
	PHONE (A/C. No., Ext.) 563-587-5566	FAX (A/C. No.) 563-587-5866
E-MAIL ADDRESS certificates@cottinghambutler.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Travelers Prop & Cas Co of Am		25674
INSURER B		
INSURER C		
INSURER D		
INSURER E		
INSURER F		

INSURED SETENV1
 SET Environmental, Inc
 450 Sumac Road
 Wheeling IL 60090

COVERAGES CERTIFICATE NUMBER 521697152 REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HJUB9C58513014	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 A waiver of subrogation has been applied in favor of the certificate holder with respect to the Workers Compensation policy

CERTIFICATE HOLDER City of Chicago Procurement Department 121 N Lasalle St #806 Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
---	---

Insurance Certificate of Coverage

Named Insured: SET Environmental, Inc

Address: 450 Sumac Road

Wheeling (Number and Street) IL 60090
 (City) (State) (ZIP)

Specification #. 124799

RFP: _____

Project #: _____

Contract #: _____

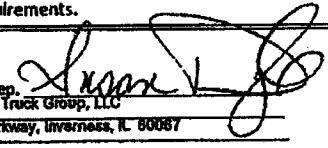
Description of Operation/Location

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion/Collapse Underground <input checked="" type="checkbox"/> Products/Completed-Operations <input checked="" type="checkbox"/> Blanket Contractual <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Pollution	Greenwich Insurance Company	GEC0031513-04	5/7/2015	CSL Per Occurrence \$ <u>1,000,000</u> General Aggregate \$ <u>2,000,000</u> Products/Completed Operations Aggregate \$ <u>2,000,000</u>
Automobile Liability	XL Insurance America, Inc.	AEC0031511-04	5/7/2015	CSL Per Occurrence \$ <u>1,000,000</u>
<input checked="" type="checkbox"/> Excess Liability Follow Form <input type="checkbox"/> Umbrella Liability	XL Specialty Insurance Company	UEC0031512-04	5/7/2015	Each Occurrence \$ <u>11,000,000</u>
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction & Contractors/Pollution Legal Liability				Amount of Contract \$ _____
Professional Liability	Indian Harbor Ins. Co.	PEC0031514-04	5/7/2015	\$ <u>10,000,000</u>
Owner Contractors Protective Pollution & Remediation Legal Liab.				\$ _____
Other	Indian Harbor Ins. Co.	PEC0031515-04	5/7/2015	\$ <u>1,250,000</u>

- a) Each insurance policy required by this agreement, excepting policies for worker=s compensation and professional liability, will read: AThe City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.©
- 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., #805
 Chicago, IL 60602

Signature of Authorized Rep. 
 Agency/Company: HNI Truck Group, LLC
 Address: 1621 Colonial Parkway, Inverness, IL 60087
 Telephone: 847-330-5000

For City use only
 Name of City Department requesting certificate (Using Dept) _____
 Address: _____ ZIP Code: _____ Attention: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2014

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

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

PRODUCER HNI Truck Group 162T Colonial Parkway Inverness IL 60067	CONTACT NAME:	
	PHONE (AC, No, Ext): 847-330-5000	FAX (AC, No): 847-705-1075
	EMAIL: lgcerts@hni.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Insurance America, Inc.	24554
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: Indian Harbor Insurance Company	36940
	INSURER E:	
	INSURER F:	

INSURED SET Environmental, Inc.
450 Sumac Road
Wheeling IL 60090

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		GEC0031513-04	05/07/14	05/07/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Deductible \$50,000						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> X,C,U Included						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPOP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY	Y		AEC0031511-04	05/07/14	05/07/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	<input checked="" type="checkbox"/> MCR-90 Included						\$
	<input checked="" type="checkbox"/> Deductible \$10,000						\$
C	UMBRELLA LIAB			UEC0031512-04	05/07/14	05/07/15	EACH OCCURRENCE \$ 11,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 11,000,000
	<input type="checkbox"/> OCCUR						Prod/Comp Ops Agg \$ 11,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	PEC0031514-04	05/07/14	05/07/15	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	PER OCCURRENCE \$10,000,000						
	AGGREGATE \$10,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate supersedes any previously issued certificate

City of Chicago is Additional Insured on a Primary and Non-Contributory basis as indicated above where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Chicago Department of Procurement Services 121 North LaSalle Street Suite 806 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 63107

Date of This Filing: 12/09/2014 10:23 AM

Certificate Printed on: 12/22/2014

Original Filing Date: 12/09/2014 10:23 AM

Disclosing Party: SET ENVIRONMENTAL,
INC

Title: Senior Environmental Analyst

Filed by: Mr. Dave Cozzi

Matter: Environmental Response
Services/Hazardous Materials

Applicant: SET ENVIRONMENTAL, INC

Specification #: 49024

Contract #: 16399

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

AMENDMENT SIGNATURE PAGE

Contract No.: 16399

Specification No.: 49024

Amendment/Requisition No.: 94092

Vendor Name: SET Environmental, Inc.

Total Amount (Value): \$13,976,576.92

Fund Chargeable: _____

SET Environmental, Inc.

(Contractor)

By: [Signature]

Its: Client Relationship Mgr.

Attest: [Signature]

State of IL

County of Cook

This instrument was acknowledged before me on this 22 day of December 2014 by [Signature] as President (or other authorized officer) and [Signature] as Secretary of SET Environmental, Inc. (Corporation Name).

(Seal) [Signature]
Notary Public Signature



Commission Expires 11-17-18

CITY OF CHICAGO

[Signature]
Mayor Date [Signature]

[Signature]
Comptroller Date [Signature]

[Signature]
Chief Procurement Officer Date JAN 1 2 2015

The Chief Procurement Officer has determined, on behalf of the City of Chicago, with regard to this Contract Amendment, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.



City of Chicago Vendor, Contract and Payment Information

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- [Payments](#)
- [Reported Sub-contractor Payments](#)

Contract Details

Contract (PO) Number: [16399](#)
Specification Number: 49024
Award Date: 02/01/2008
Original Award Amount: Up To \$2,500,000.00
Current Award Amount: **Up To \$17,284,976.69** [View Payment Details](#)
Vendor Name: [SET ENVIRONMENTAL INC](#)
[Show all contracts for this vendor](#) | [Show all disclosures for this vendor](#)
Description: ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS
Buyer Name:
Target Market: No

[Department of Procurement Services](#)

[Department of Finance](#)

[FAQ](#)

[Contact Info](#)

Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
16399	16399 - D1	02/01/2008	01/01/2008	12/31/2012	Up To \$2,500,000.00
	16399 - D2				
	16399 - D3				
	16399 - D4				

Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
1639910	ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS		09/05/2012	01/01/2008	12/31/2014	\$4,540,049.00
1639915	ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS		12/30/2014	01/01/2008	06/30/2015	\$3,012,244.46
1639916	ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS		06/29/2015	01/01/2008	01/15/2016	\$3,198,400.00
163992	ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS		12/22/2009	01/01/2008	12/31/2012	\$1,500,000.00
163993	ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS		01/13/2010	01/01/2008	12/31/2012	\$1,500,000.00

163994	ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS	01/15/2010	01/01/2008	12/31/2012	\$312,500.00
163995	ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS	02/03/2010	01/01/2008	12/31/2012	\$500,000.00
163999	ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS	01/17/2012	01/01/2008	12/31/2012	\$221,783.23

Specification No: 49024
Contract (P.O.) No: 16399
("Agreement")
Amendment/ Requisition No: 99483
Vendor No: 1021227 A

AMENDMENT NUMBER THREE

This amendment ("**Amendment Number Three**") is made and entered into effective as of the 1st day of, July 2015 by and between the CITY OF CHICAGO (City), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its DEPARTMENT OF PUBLIC HEALTH ("**Department**"), at Chicago, Illinois, and SET Environmental, Inc. ("**Contractor**").

This Amendment is to an existing agreement between the Parties for "Environmental Response Services Category #1 (Hazardous Waste/Materials Handling)" dated the 1st day January, 2008, (hereinafter referred to as the "**Agreement**") and is made pursuant to Section 10.3, Amendments, of the Agreement. The purpose of this Amendment is to extend the contract for one hundred ninety-six (196) days and modify certain terms and conditions of the Agreement to reflect changes in laws and/or City policies since the date the Agreement was executed.

TERMS AND CONDITIONS

THE PARTIES agree as follows:

1. Article 4, Duration of Agreement, Section 4.1, Term of Performance, the Agreement is hereby extended for one-hundred and ninety-six (196) days through January 15, 2016 or until a new contract is awarded whichever occurs first.
2. Article 5, Compensation, Section 5.3, "Funding" is deleted in its entirety and replaced with the following:

"5.3 Funding

Payments under this Agreement may not exceed \$17,284,976.69. The source of funds for payment under this Amendment up to \$3,198,400.00 is 01-015-0100-041-3317-0140 and various. Payments under this Agreement must not exceed those amounts without a written amendment in accordance with Section 10.3. Funding for this Agreement is subject to availability of funds and their appropriation by the City Council of the City of Chicago".

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

Signature Page Follows

AMENDMENT SIGNATURE PAGE

Contract No: 16399

Specification No: 49024

Amendment/Requisition No: 99483

Vendor Name: SET Environmental, Inc.

Total Amount (Value): \$17,284,976.69

Fund Chargeable: 01-015-0100-041-3317-0140

SET ENVIRONMENTAL, INC.

(Contractor)

By: [Signature]

Its: President

Attest: [Signature]

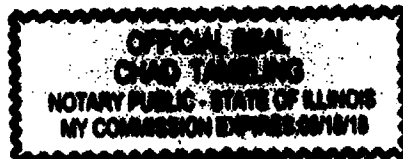
State of IL

County of COOK

This instrument was acknowledged before me on this 1 day of July, 2015 by [Signature] as President (or other authorized officer) and [Signature] as Secretary of SET Environmental, Inc. (Corporation Name).

(Seal) [Signature]
Notary Public Signature

Commission Expires: 9/18/18



CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

The Chief Procurement Officer has determined, on behalf of the City of Chicago, with regard to this Contract Amendment, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

EXHIBIT 1

INSURANCE CERTIFICATE

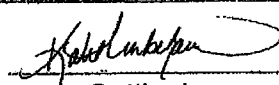
INSURANCE CERTIFICATE OF COVERAGE

Name Insured:	SET Environmental, Inc.	Specification #:	49024
Address (Street):	450 Sumac Road	RFP:	
(City/State/Zip)	Wheeling, IL 60090	Project #:	
		Contract #:	
Description of Operation/Location:			

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability				
Claims made [] Occurrence				
Premise-Operations				
Explosion/Collapse Underground				CSL Per Occurrence \$
Products/Completed-Operations				
Blanket Contractual				
Broad Form Property Damage				General Aggregate \$
Independent Contractors				
Personal Injury				Products/Completed Operations Aggregate \$
Pollution				
Automobile Liability				CSL Per Occurrence \$
Excess Liability				Each Occurrence \$
Umbrella Liability				\$
Worker's Compensation and Employer's Liability	Travelers Indemnity Company of America	HHUB9C58513015	3/1/16	Statutory/Illinois Employers Liability \$1,000,000
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$
Owner Contractors Protective				\$
Other				\$

- 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	Signature of Authorized Rep 
City of Chicago	Agency/Company: Cottingham and Butler
Procurement Department	Address: 800 Main St, Dubuque, IA 52001
121 N. LaSalle St., #403	Telephone: 563-587-5000
Chicago, IL 60602	

For City use only

Name of City Department requesting certificate: (Using Dept.)			
Address:	ZIP Code:	Attention:	



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 29 2015

Meredith Cywinski, Client Representative
SET Environmental, Inc.
450 Sumac Road
Wheeling, Illinois 60090

Subject: Amendment Three for Environmental Response Services Category No.1 (Hazardous Waste/Material Handling)
Specification No. 49024
Contract No. 16399
Extension of the Contract

Dear Ms. Cywinski:


The City of Chicago elects to extend the above referenced contract to January 15, 2016 or until a new contract is awarded, whichever occurs first, under the same terms and conditions as the original contract. An amendment for a time extension is attached.

The Chief Procurement Officer has determined, on behalf of the City of Chicago, with regard to this Contract Amendment, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

We request the return of the executed Amendment as soon as possible.

If you have any questions concerning this matter, contact Hugo Zapata-Martínez, Sr. Procurement Specialist, at (312) 744-1087, or by email to hugo.zapata@cityofchicago.org.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer
JLR/hzm

Cc: File (Specification No. 49024)

Contract Summary Sheet

Contract (PO) Number: 16399

Specification Number: 49024

Name of Contractor: SET ENVIRONMENTAL INC

City Department: DEPARTMENT OF ENVIRONMENT

Title of Contract: ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS

Term of Contract: Start Date: 1/1/2008

End Date: 12/31/2012

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$2,500,000.00

Brief Description of Work: ENVIRONMENTAL REPOSE SERVICES/HAZARDOUS MATERIALS

Procurement Services Contract Area: WORK SERVICES / FACILITIES MAINT.

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1021227
Submission Date: FEB 6 2008

Contract (PO) No.: 16399
Specification No.: 49024
Vendor No.: 1021227 A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF ENVIRONMENT
AND VARIOUS CITY DEPARTMENTS**

AND

SET ENVIRONMENTAL, INC.



ENVIRONMENTAL RESPONSE SERVICES
CATEGORY # 1 (HAZARDOUS WASTE/MATERIAL HANDLING)

**RICHARD M. DALEY
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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EXHIBIT 2	SCHEDULE OF COMPENSATION
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EXHIBIT 4	ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
EXHIBIT 5	INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 6	LIST OF KEY PERSONNEL

AGREEMENT

This Agreement is entered into as of the **January 1, 2008** ("Effective Date") by and between **SET Environmental, Inc.** ("Contractor"), a privately held business corporation authorized to do business in Illinois, and the **City of Chicago** ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Environment and various other City Departments ("Department" or "DOE"), at Chicago, Illinois.

BACKGROUND INFORMATION

The City requires Environmental Response Services for occurrences on land, water or airborne that may include, but not be limited to: spill containment, clean up and/or disposal of non-hazardous, special waste/material and hazardous waste/materials, abandoned waste/materials contained in drums, storage tanks, and other containers or non-containerized, which may not be immediately identifiable including materials such as biological/pathogenic, potentially infectious medical waste and radioactive waste. In addition, the City requires assistance with the City's Household Materials Collection Center; identifying alternative disposal and recycling options for non-HHW items and implementation of an Environmental Assistance Program (EAP). The City advertised and issued a Request for Proposal ("RFP") to select contractors qualified to perform the Services.

The City evaluated the Contractor's response to the RFP and found the Contractor to be capable of performing Services. The Contractor represents and warrants that it is highly qualified and competent to perform the Services and has the necessary expertise and knowledge to complete any Services assigned to it in accordance with this Agreement.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated into and made a part of this Agreement by reference.

ARTICLE 2. DEFINITIONS

2.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 3.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 10.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his behalf.

"City" means the City of Chicago.

"Commissioner" means the Commissioner of the Department of Environment, and various City Department Commissioners and their representatives authorized in writing to act on the Commissioner's behalf.

"Contractor" means SET Environmental, Inc.

"Department" means the City of Chicago Department of Environment and various City Departments.

"D.O.E." means the City of Chicago Department of Environment.

"Key Personnel" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.4 (b) of this Agreement.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and sub-Contractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

2.2 Interpretation

(a) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

2.3 Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	List of Key Personnel

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.1 Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3.3. The Services that Contractor must provide are described in Exhibit 1, Scope of Services.

3.2 Request for Services

A. Non-Emergency Environmental Response

For non-emergency incidents, the Department will issue a Request for Service ("RFS") specifically referencing this Agreement, identifying the project, location and setting forth the Services to be performed pursuant to the proposed RFS and a desired completion date. Contractor must respond by proposing: a time schedule; budget pursuant to the rates listed in the Compensation Schedule in Exhibit 2; Deliverables; list of key personnel and equipment, as applicable; and MBE/WBE involvement all of which must conform to the terms of the RFS and the terms and conditions of this Agreement. Contractor must not respond to any RFS that is beyond the Scope of Services stipulated in Exhibit 1 and not authorized by the Commissioner. Costs associated with the preparation of RFS proposals are not compensable under this Agreement and the City is not liable for any additional costs.

Following Contractor's submission of a proposal in response to the RFS, the Commissioner will review the RFS proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Contractor regarding the scope of the project, compensation and the project completion date. If the City and the Contractor negotiate the scope of the project, compensation and/or the project completion date, the Contractor must submit a revised RFS (based upon such negotiations) to the City for approval.

The Department will use the following Request for Services process:

1. The Department notifies the Contractor of a non-emergency request. Request will identify the project location and the services to be performed.
2. The Contractor will provide the Department with a proposal that includes a time schedule and estimated budget pursuant to the rates listed in the contract (Compensation Schedule).
3. The Department agrees to the cost proposal prepared by Contractor and issues a Notice-To-Proceed with a not to exceed amount.
4. Contractor performs Services based on the approval of the Department.
5. Contractor provides the Department with invoice (and supporting documents /reports) for processing.

All RFSs are subject to the approval of the Commissioner. Absent approval of an RFS by the Commissioner, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to the Contractor for any Services provided by the Contractor pursuant to an RFS, or otherwise.

If the Services to be performed under an RFS are to be funded from a fund other than the fund identified by the fund number set forth in this Agreement, such change in funding must be approved by the City Comptroller prior to the issuance of any RFS funded through such fund, and the applicable fund number must be included in the RFS provided to the Contractor.

Notice to Proceed

The Contractor will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Commissioner or his authorized designee.

B. Emergency Environmental Response

For emergency incidents, an authorized representative of the Department as designated by the Commissioner will call out the Contractor and Contractor will respond in accordance with the response time outlined in Exhibit 1. Upon receipt of verbal authorization to proceed from an authorized representative of the Department, the Contractor must mobilize its work force and commence Services. A written proposal with a detailed breakdown of Deliverables and itemized costs associated with the response by service location must accompany invoice(s) submitted to the City for completed Services. All costs are subject to verification and approval of the Commissioner.

3.3 Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 9.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

3.4 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information; Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 9.1 (b)(ii) regarding failure to comply with licensure requirements.

3.5 Personnel

(a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

(b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those persons identified in Exhibit 6. The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement.

(c) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.6 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

3.7 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

3.8 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and
- (v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.

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

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

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

3.9 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 3.10 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 3.8.

3.10 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the

Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.11 Records and Audits

(a) Records

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 10.

(b) Audits

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.12 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made

available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

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

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

3.13 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

(c) Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of

the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

(e) Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

(f) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

ARTICLE 4. DURATION OF AGREEMENT

4.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 5.4 or Article 9, until the later of (i) 5 years from Effective Date on p.1 of this Agreement, as that date may be extended under Section 4.3, or (ii) completion of the final task assigned before the date, if and as extended, in (i).

4.2 Timeliness of Performance

(a) Contractor must provide the Services and Deliverables within the time limits pursuant to the provisions of Section 3.1 and Exhibit 1. **Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City.**

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.3 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 years, under the same terms and conditions as this original Agreement, by written amendment in accordance with Section 10.3.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 3.4.

5.2 Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

5.3 Funding

The source of funds for payments under this Agreement is Fund number **006-0C10-0722005-1099-220000-11032021** and various. Payments under this Agreement must not exceed \$ **2,500,000.00** without a written amendment in accordance with Section 10.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

5.5 Subcontractor Payments

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by

the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Contractor for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Agreement, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

ARTICLE 6. DISPUTES

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and

accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

7.2 Nondiscrimination

(a) Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the

Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

Contractor must incorporate all of this Section 7.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

7.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and

localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.5 Business Relationships with Elected Officials

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

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

7.6 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time

security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2007, the Base Wage is \$10.33 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

7.7 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

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

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

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

7.8 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to

make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

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

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

For purposes of this provision:

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

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

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

- (E) two of the following four conditions exist for the partners:
1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

7.9 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

7.10 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

7.11 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.2 and 9.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

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

8.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed

by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

8.4 Business Documents

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

8.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 8.5 as "Consulting Parties"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.12 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict

with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

8.6 Non-Liability of Public Officials

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

8.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

9.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's failure to perform any of its obligations under this Agreement including the following:

- (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
- (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
- (iii) Failure to timely perform the Services;
- (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- (vi) Discontinuance of the Services for reasons within Contractor's reasonable control;
- (vii) Failure to comply with Section 7.1 in the performance of the Agreement;
- (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and
- (ix) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

(f) Contractor's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.1(a).

9.2 Remedies

(a) **Notices.** The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.2 and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) **Exercise of Remedies.** After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 9.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) **City's Reservation of Rights.** If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

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

9.3 Early Termination

(a) In addition to termination under Sections 9.1 and 9.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

9.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 9.3.

9.5 Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

(i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;

(ii) if the City exercises any of its remedies under Section 9.2 of this Agreement;

(iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above,

affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

10.2 Counterparts

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

10.3 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 10.3.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

10.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or

certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

10.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

10.6 Assigns

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

10.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

10.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the

number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

10.9 Independent Contractor

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

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

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

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

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

10.10 Electronic Ordering and Invoices

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief

Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

10.11 Participation by Other Local Government Agencies

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

ARTICLE 11. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Department of Environment
Suite, 2500
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

and

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: SET Environmental, Inc.
450 Sumac Road
Wheeling, Illinois 60090
Attention: Chad Taming

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12. AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

SET ENVIRONMENTAL, INC.

By: [Signature]
(Signature of Authorized Officer)

Its: President

Attest: [Signature]

State of Illinois
County of Cook

This instrument was acknowledged before me on November 7 2007 (date) by Dave DeVries Mike Kasal (name/s of person/s) as President (type of authority, e.g., officer, trustee, etc.) of SET Environmental Inc. (name of party on behalf of whom instrument was executed).

Signature of Notary Public: [Signature]

Seal:



Commission Expires: 9/9/2010

CITY OF CHICAGO

[Signature]
Department of Environment
Commissioner

By: Richard M Daley ^{MM/6}
Mayor

[Signature]
Comptroller

[Signature] ^{1/3/08}
Chief Procurement Officer

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

SET ENVIRONMENTAL, INC.

By: [Signature]
(Signature of Authorized Officer)

Its: President

Attest: [Signature]

State of Illinois

County of Cook

This instrument was acknowledged before me on November 7 2007 (date) by Dave DeVries Mike Kasal (name/s of person/s) as President (type of authority, e.g., officer, trustee, etc.) of SET Environmental Inc (name of party on behalf of whom instrument was executed).

Signature of Notary Public: [Signature]

Seal:



Commission Expires: 9/9/2010

CITY OF CHICAGO

[Signature]
Department of Environment
Commissioner

By: _____
Mayor

Comptroller

Chief Procurement Officer

EXHIBIT 1

SCOPE OF SERVICES

SCOPE OF SERVICES

Description of Services

The Contractor must perform all necessary services in connection with emergency environmental response service requests by the Department, as represented in the following classifications:

1. Classifications (Definitions)

- a. **“Biological and Pathogenic Material”** means any biological and pathogenic material, such as anthrax and botulism, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may be fatal or cause imminent danger to human health, or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when released to the environment, and/or improperly handled, treated, stored, transported or disposed of or otherwise managed; and requiring specialized handling, packaging, site cleanup/remediation, transport, testing, and disposal and also subject to regulated licensing and permits for transport and disposal.
- b. **“Chemical Waste”** means a non-putrescible solid whose characteristics are such that any contaminated leachate is expected to be formed through chemical or physical processes, rather than biological processes, and no gas is expected to be formed as a result.
- c. **“Environmental Assistance Program”** means a routine program for the removal of hazardous materials. The program is based on non-emergency status and is charged at a flat daily rate.
- d. **“Gas Cylinder”** means a pressurized container, intact or damaged, used for the storage of gases.
- e. **“Hazardous and Toxic Substance and Waste”** means any substance, waste, or combination of substances and wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may be fatal or cause imminent danger to human health, or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when released to the environment, and/or treated, stored, transported or disposed of or otherwise managed. It also includes those substances identified by the characteristics or listing as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 9-580 as amended or pursuant to regulations promulgated by the Illinois Pollution Control Board.
- f. **“Household Hazardous Waste (HHW)”** means those items as defined by the Illinois Environmental Protection Agency (IEPA), such as aerosol containers, corrosives,

oxidizers, solvents, oil-based paints, inorganic poison solids, organic poisons and pesticides, waste oils, Pentachlorophenol, Silvex, and 2,4,5-Trichlorophenol, household batteries, fluorescent tubes, and other unknown wastes or hazardous substances deemed acceptable by IEPA.

- g. **“Industrial Process Waste”** means any liquid, solid, semi-solid, or gaseous waste generated as a direct or indirect result of the manufacture of a product or the performance of a service. Any such waste, which would pose a present or potential threat to human health or to the environment or with inherent properties, which make the disposal of such waste in a landfill difficult to manage by normal means, is industrial process waste. “Industrial Process Waste” includes but is not limited to spent pickling liquors, cutting oils, chemical catalysts, distillation bottoms, etching acids, equipment cleanings, paint sludges, incinerator ashes, core sands, metallic dust sweepings, asbestos dust, and off-specification, contaminated or recalled or retail products. Specifically exclude are uncontaminated packaging materials, uncontaminated machinery component, general household wastes, landscape waste and construction or demolition debris.
- h. **“Liquid Waste”** means waste, which maintains the physical state of continuous volume relatively independent of pressure and which takes the shape of its container at ambient temperature; or is determined to contain “free liquids” as define by Method 9095 (Paint Filter Liquids Test) as described in “Test Methods of Evaluating Solid Wastes, Physical/Chemical Methods (EPA Pub. No. SW-846).
- i. **“Municipal Waste”** means garbage, general household and commercial waste, industrial lunchroom or office waste, tires and construction or demolition debris.
- j. **“Pollution Control Waste”** means any liquid, solid, semi-solid or gaseous waste generated as a direct or indirect result of the removal on contaminants from the air, water or land, and which pose a present or potential threat to human health or the environment or with inherent properties which make the disposal of such waste in a landfill difficult to manage by normal means. “Pollution Control Waste” includes but is not limited to water and wastewater treatment plant sludges, baghouse dusts, landfill wastes, scrubber sludges and chemical spill cleanings.

“Potentially Infectious Medical Waste” or “PIMW” means the following types of waste generated in connection with the diagnosis, treatment (i.e., provision of medical services), or immunization of human beings or animals; research pertaining to the provision of medical services; or the production or testing of biologicals:

- i) Cultures and stocks
- ii.) Human pathological wastes
- iii) Human blood and blood products
- iv) Used sharps
- v) Animal waste
- vi) Isolation waste

vii) Unused sharps

- k. **“Radioactive Waste”** means any waste that contains radioactive material in concentrations that exceed those listed in 10 CFR 20, Appendix B.
 - l. **“Sludge”** means any solid, semi-solid, or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility or any other such waste having similar characteristics and effects.
 - m. **“Solid Waste”** means any abandoned or discarded materials that are not identified as a liquid, special or hazardous waste.
 - n. **“Special Waste”** means any industrial process waste pollution control waste or hazardous waste, and other wastes as defined by the Illinois Environmental Protection Act, as amended, and in regulations promulgated by the Illinois Pollution Control Board. “Special Wastes” may include Potentially Infectious Medical Waste.
 - o. **“Used Oil”** means any oil which has been refined from crude oil or refined from used oil, has been used, and as a result of such use has been contaminated by physical or chemical impurities, except that “Used Oil” must not include that type of oil generated on farmland property devoted to agricultural use and used on that property for heating or burning.
 - p. Other (Undefined). In addition to the above defined wastes and substances, the Contractor must be capable of handling construction and demolition materials, old/used tires, wood waste, animal carcasses, gas cylinders and any other unknown materials or wastes that pose a potential threat to public health and safety or the environment as deemed by the Commissioner of DOE and/or other Department.
2. Notifications to City

The Contractor must notify the Department of Environment (DOE) and/or other Department within 24 hours of receipt, of any environmental problems, complaints, fines, citations, decertification, license revocation, violations or issues, by any governmental body or regulatory agency against the Contractor, its employees, or its subcontractors relating to the laboratory testing facility, including the legal disposal of sample remnants, safety standards and chain of custody documents.

3. **Category 1: Hazardous Waste/ Material Handling**

Contractor will be responsible for emergency spill containment, clean up and/or disposal of non-hazardous, special waste/material and hazardous waste/materials, abandoned waste/materials contained in drums, storage tanks, and other containers or non-containerized, which may not be immediately identifiable. An emergency environmental

response request may be for occurrences on land, water or airborne. Contractor must respond to an emergency environmental response request and must be ready, willing and able to perform those emergency environmental response services, as requested by the DOE or other Department, 24 hours a day, 365 days a year, with professional trained personnel, and possess sufficient equipment, vehicles and supplies (regulatory and otherwise) to perform the various emergency environmental response services for each project, event or occurrence. The Contractor must also be ready, willing and able to perform non-emergency environmental response services. These services will typically require a 1 to 2-day response time by the Contractor. The Contractor will also be responsible for assisting DOE or other Department with various paperwork and reporting requirements including quarterly and annual IEPA hazardous waste reports.

Contractor will be responsible for assisting with the operation of the City's Household Materials Collection Center at 1150 N. North Branch St. This facility will accept HHW items as defined by IEPA, as well as other items such as used oil, batteries, latex paint, and compressed gas cylinders. The Contractor will be responsible for staffing the facility to collect, manage, package, store, and prepare for shipping the HHW items collected. The Contractor will also be responsible for assisting with identifying alternative disposal and recycling options for the non-HHW items. The facility will be open for collections from the public for 10 hours per week (5 hours per day for two weekdays - 7am-12pm & 2pm-7pm) and one Saturday per month (8am - 3pm). The Contractor will be responsible for providing personnel protective equipment and training for its employees and shall comply with all applicable environmental and safety regulations while operating this facility. The Contractor will also be responsible for assisting DOE with various paperwork and reporting requirements to IEPA including preparation of safety and emergency contingency plans and quarterly reports. IEPA will provide supplies necessary for the pick-up, transportation, and disposal of the HHW items. The Contractor will be responsible for providing supplies for the pick-up, transportation, and disposal of non-HHW items.

The Contractor will be responsible for implementing an Environmental Assistance Program (EAP) or similar program for non-emergency and routine hazardous material work in the city and at the HHW and the material recycling and reuse facilities (MRRF). Through the EAP, the Contractor will also be responsible for implementing a cost-effective program for managing and disposing/recycling compressed gas cylinders such as propane, oxygen, NRC, and MAPP gas. The EAP or similar program will provide one personnel to DOE at a flat daily rate, as well as transportation, and basic response equipment, three days per week. The Contractor's EAP personnel will also be available for emergency responses during the days they are working in the city. The City and Contractor will periodically review the EAP program for items such as labor and disposal efficiencies, adjustment of number of personnel per day required, days per week required, and supply costs.

Contractor will be responsible for emergency and non-emergency responses involving other materials such as biological/pathogenic, potentially infectious medical waste

(PIMW), and radioactive waste. Contractor must respond to an emergency environmental response request and must be ready, willing and able to perform those emergency environmental response services, as requested by the DOE or other Department, 24 hours a day, 365 days a year, with professional trained personnel, and possess sufficient equipment, vehicles and supplies. The Contractor must also be ready, willing and able to perform non-emergency environmental response services. These services will typically require a 1 to 2-day response time by the Contractor. The Contractor will also be responsible for assisting DOE and/or other Department or other Department with various state and federal paperwork and reporting requirements.

4. Expected Response Times for Unknown or Identified Materials and Wastes

Material Waste *	Emergency Response Time Requirements
Non-liquid, non-hazardous wastes/materials (non-special wastes), municipal waste, used oil, and gas cylinders	2 hours during business hours ** 3 hours during non-business hours ***
Special Wastes: includes, chemical waste, hazardous waste, industrial process waste, liquid wastes, pollution control waste, potentially infectious medical waste, radioactive waste, sludge and special waste.	2 hours during business hours ** 3 hours during non-business hours ***

* Classification of the categories of waste materials may be subject to change for response times if a spill or leak is present which poses a significant threat, as determined by the Commissioner.

** Business hours are defined as Monday through Friday from 8:00 a.m. to 5:00 p.m.

*** Non-Business hours are defined as Monday through Friday from 5:00 p.m. through 8:00 a.m., weekends and City defined holidays.

No cost markup for a subcontractor will be allowed if that subcontractor has been procured by the Contractor solely for the fact that the Contractor cannot adhere to the response time requirements.

For non-emergency situations, a response time of 1 to 2 days will be required. A non-emergency response status will be determined by an authorized representative of the DOE or other Department and communicated to the Contractor.

5. Personnel. The Contractor must have on staff highly qualified professional supervisors, lead technicians, recovery technicians, cleanup technicians, industrial hygienists, chemists, microbiologists and engineers. All Services to be performed by the Contractor, which

require the exercise of professional skills or judgment, must be accomplished by professionals accredited and/or licensed (according to applicable regulatory requirements and certifications) to practice in the applicable professional discipline in the State of Illinois or other required authority. The Contractor must be professionally and technically responsible for the accuracy of all services, work and on-scene activities including safety protocol, performed and furnished to the City.

6. Laboratory. The Contractor must either through ownership or a subcontracting agreement provide a qualified testing laboratory, professional in nature, which possesses all required laboratory certifications and accreditations (i.e. U.S.EPA, Department of Public Health, etc.). The laboratory must be professional in nature using extensive quality control and assurance standards, and modern equipment calibrated and maintained to the highest standards offering performance, data and analysis reliability. The laboratory must have the capability to perform professional analytical capabilities using approved test methods including, but not limited to, the following: Environmental Protection Agency (EPA), American Society of Testing Materials (ASTM), Resource Conservation and Recovery Act (RCRA), Occupational Safety and Health Administration (OSHA) and Food and Drug Administration (FDA). The laboratory must have a professional, documented policy plan for the management of samples and legal chain of custody procedures.
7. Vehicles. The Contractor must have emergency response vehicles/watercrafts, which are licensed and equipped according to all applicable laws, rules and regulations. The vehicles/watercrafts must be stocked with equipment and supplies essential for the containment, identification and clean up of emergency environmental response service occurrences.
8. Equipment/Supplies. The Contractor must have applicable equipment and supplies, including but not limited to, personal safety equipment/supplies, respiratory equipment, environmental protections suits and other protective equipment, safety shower/eyewash assembly, road and safety equipment, first aid equipment, absorbent materials, analytical equipment for assessment of potentially hazardous materials, air monitoring equipment, analytical sampling and testing equipment and supplies, equipment and materials required to contain releases, neutralize stills and other immediate services.
9. Reporting/Notification (Regulatory Agencies). The Contractor must coordinate all items related to report format and contract work with the DOE and/or other Department for compliance and conformity with industry norms and established in conjunction with the requirements of the DOE and/or other Department.

All reports, documents, data, manifests and methods of notification (such as Annual Hazardous Waste Reports required by the Illinois Environmental Protection Agency) are to be prepared and compiled by the Contractor according to all standards of the DOE or other Department and the applicable regulatory authorities. All reports, documents, data, manifests and methods of notification must comply with applicable laws, statutes, ordinances, codes, orders, rules and regulations. Partial or incomplete reports, documents, data, manifests and

methods of notification will not be considered as satisfying the specific submittal requirement of the work or services to be performed. The City reserves the right to accept or reject any and all Services, which do not meet the generally accepted professional standards prevailing in the industry.

All documents, data, studies and reports as instruments of Services that are to be provided will become the property of the City. During the performance of the Services provided by the Contractor, the Contractor must be responsible for any loss or damage to the samples and/or documents lost or damaged while they are in the Contractor's possessor or record storage/retainage and any such document lost or damaged must be restored at the expense of the Contractor.

EXHIBIT 2

COMPENSATION SCHEDULE

**ENVIRONMENTAL RESPONSE SERVICES
PROPOSED SCHEDULE OF COSTS
For
HAZARDOUS MATERIALS**

EXPENSE ITEM	MAXIMUM HOURLY LABOR RATES 2007	MAXIMUM HOURLY LABOR RATES 2008	MAXIMUM HOURLY LABOR RATES 2009	MAXIMUM HOURLY LABOR RATES 2010	MAXIMUM HOURLY LABOR RATE 2011
Project Manager	\$53.00	\$53.00	\$54.59	\$54.59	\$ 56.23
Supervisor	\$50.00	\$50.00	\$51.50	\$51.50	\$53.05
Equipment Operator	\$50.00	\$50.00	\$51.50	\$51.50	\$53.05
Field Technician	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Field Chemist	\$49.00	\$49.00	\$50.47	\$50.47	\$51.98
PM OT	\$67.00	\$67.00	\$69.01	\$69.01	\$71.08
Sup. OT	\$65.00	\$65.00	\$66.95	\$66.95	\$68.96
Eq. Op. OT	\$65.00	\$65.00	\$66.95	\$66.95	\$68.96
FLD Tech OT	\$55.00	\$55.00	\$56.65	\$56.65	\$58.35
Fld. Chemist OT	\$59.00	\$59.00	\$60.77	\$60.77	\$62.59

**ENVIRONMENTAL RESPONSE SERVICES
PROPOSED SCHEDULE OF COSTS
For
HAZARDOUS MATERIALS**

EXPENSE ITEM	MAXIMUM HOURLY RATES 2007	MAXIMUM HOURLY RATES 2008	MAXIMUM HOURLY RATES 2009	MAXIMUM HOURLY RATES 2010	MAXIMUM HOURLY RATES 2011
Level A Protection	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Level B Protection	\$15.00	\$15.00	\$15.45	\$15.45	\$15.91
Level C Protection	\$12.50	\$12.50	\$12.88	\$12.88	\$13.27
Level D Protection	\$2.00	\$2.00	\$2.50	\$2.50	\$2.75
Self Contained Breathing Apparatus	\$15.00	\$15.00	\$15.45	\$15.45	\$15.91
Portable Eye Wash	\$2.75	\$2.75	\$2.83	\$2.83	\$2.91
Portable Shower	\$10.00	\$10.00	\$10.30	\$10.30	\$10.61
Crew Van (6-man)	\$6.25	\$6.25	\$6.44	\$6.44	\$6.63
Pick - Up Truck (1 ton)	\$10.25	\$10.25	\$10.56	\$10.56	\$10.88
Four Wheel Drive Vehicle (1 ton)	\$10.25	\$10.25	\$10.56	\$10.56	\$10.88
Utility Truck (1 ton payload)	\$12.88	\$12.88	\$13.27	\$13.27	\$13.67
Stake Bed Truck (2 ton payload)	\$12.88	\$12.88	\$13.27	\$13.27	\$13.67
Box Van (2 ton payload)	\$17.50	\$17.50	\$18.03	\$18.03	\$18.57
Semi-Tractor & Flat Bed Trailer (40 ft.)	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Box Trailer (40 ft.)	\$6.25	\$6.25	\$6.44	\$6.44	\$6.63
Emergency Response Van (20 ft)	\$15.63	\$15.63	\$16.10	\$16.10	\$16.58

**ENVIRONMENTAL RESPONSE SERVICES
PROPOSED SCHEDULE OF COSTS
For
HAZARDOUS MATERIALS**

EXPENSE ITEM	MAXIMUM HOURLY RATES 2007	MAXIMUM HOURLY RATES 2008	MAXIMUM HOURLY RATES 2009	MAXIMUM HOURLY RATES 2010	MAXIMUM HOURLY RATES 2011
Emergency Response Trailer (20 ft.)	\$15.63	\$15.63	\$16.10	\$16.10	\$16.58
Tanker Trailer (7,000 gal)	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Semi - Dump Trailer (20 cy)	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Water Truck (3,000 gal)	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Dump Truck (12 cy)	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Vacuum Truck (3,000 gal)	\$55.00	\$55.00	\$56.65	\$56.65	\$58.35
Vacuum Semi - Tanker/Tractor (7,000 gal)	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Portable HEPA Vacuum Units	\$7.00	\$7.00	\$7.21	\$7.21	\$7.43
Mercury HEPA Vacuum	\$13.00	\$13.00	\$13.39	\$13.39	\$13.79
HEPA Drum Vacuum	\$7.00	\$7.00	\$7.21	\$7.21	\$7.43
Front End Loader	\$60.00	\$60.00	\$61.80	\$61.80	\$63.65
Backhoe	\$45.00	\$45.00	\$46.35	\$46.35	\$47.74
Bobcat	\$35.00	\$35.00	\$36.05	\$36.05	\$37.13
Fork Lift	\$31.25	\$31.25	\$32.19	\$32.19	\$33.16
Holding Tank	\$2.00	\$2.00	\$2.06	\$2.06	\$2.12
Frac Tank	\$6.75	\$6.75	\$6.95	\$6.95	\$7.16
Oil/Water Separator	\$6.00	\$6.00	\$6.18	\$6.18	\$6.37
Trash Pump	\$9.50	\$9.50	\$9.79	\$9.79	\$10.08
Air Compressor	\$13.75	\$13.75	\$14.16	\$14.16	\$14.58
Pressure Washer/Steam Cleaner	\$31.25	\$31.25	\$32.19	\$32.19	\$33.16

**ENVIRONMENTAL RESPONSE SERVICES
PROPOSED SCHEDULE OF COSTS
For
HAZARDOUS MATERIALS**

EXPENSE ITEM	MAXIMUM HOURLY RATES 2007	MAXIMUM HOURLY RATES 2008	MAXIMUM HOURLY RATES 2009	MAXIMUM HOURLY RATES 2010	MAXIMUM HOURLY RATES 2011
Photo ionization Detector	\$10.00	\$10.00	\$10.30	\$10.30	\$10.61
Organic Vapor Analyzer	\$10.00	\$10.00	\$10.30	\$10.30	\$10.61
Air Monitoring Pump	\$10.00	\$10.00	\$10.30	\$10.30	\$10.61
O2 / LEL Meter	\$10.00	\$10.00	\$10.30	\$10.30	\$10.61
Radiation Meter	\$10.00	\$10.00	\$10.30	\$10.30	\$10.61
Metal Detector	\$7.00	\$7.00	\$7.21	\$7.21	\$7.43
Cyanide Meter	\$5.63	\$5.63	\$5.80	\$5.80	\$5.97
Carbon Monoxide Detector	\$5.63	\$5.63	\$5.80	\$5.80	\$5.97
Air Particulate Monitor	\$5.63	\$5.63	\$5.80	\$5.80	\$5.97
Hydraulic Drum Grappler	\$5.00	\$5.00	\$5.15	\$5.15	\$5.30
Drum Cart	\$3.13	\$3.13	\$3.22	\$3.22	\$3.32
Non - Sparking Tool Set	\$13.75	\$13.75	\$14.16	\$14.16	\$14.58
Pressurized Gas Over pack Containers	\$25.00	\$25.00	\$25.75	\$25.75	\$26.52
Tank Patch Kit	\$5.00	\$5.00	\$5.15	\$5.15	\$5.30
Forklift Drum Holder	\$2.00	\$2.00	\$2.06	\$2.06	\$2.12
Drum Crusher	\$3.93	\$3.93	\$4.05	\$4.05	\$4.17
Generator (15 KW)	\$10.00	\$10.00	\$10.30	\$10.30	\$10.61
Boom Boat (18' or 24')	\$25.00	\$25.00	\$25.75	\$25.75	\$26.52

**ENVIRONMENTAL RESPONSE SERVICES
PROPOSED SCHEDULE OF COSTS
For
HAZARDOUS MATERIALS**

EXPENSE ITEM	MAXIMUM HOURLY RATES 2007	MAXIMUM HOURLY RATES 2008	MAXIMUM HOURLY RATES 2009	MAXIMUM HOURLY RATES 2010	MAXIMUM HOURLY RATES 2011

*Provide listing of additional hazardous material equipment available

**Provide listing of hazardous material disposal costs

SET Environmental, Inc./Chicago DOE Specification #49024**RE: Carnow Conibear Engineering Rates****Hourly Rate Schedule**

<u>Position Classification</u>	<u>Standard</u>	<u>Overtime</u>	<u>Emergency Response</u>
Project Manager	\$185 00	\$219 00	\$309 00
Senior Environmental Engineer	\$121 00	\$143 00	\$201 00
Environmental Engineer	\$100 00	\$119 00	\$166 00
Licensed Professional Engineer	\$142 00	\$239 00	\$337 00
Licensed Professional Geologist	\$121 00	\$143 00	\$201 00
Environmental Geologist	\$93 00	\$110 00	\$154 00
Hydrologist	\$107 00	\$127 00	\$179 00
Senior Environmental Specialist	\$129 00	\$151 00	\$213 00
Environmental Specialist	\$93 00	\$110 00	\$154 00
Environmental Technician	\$93 00	\$110 00	\$154 00
Certified Hazardous Materials Manager	\$129 00	\$151 00	\$213 00
Asbestos Project Manager/Air Sampling Professional	\$93 00	\$110 00	\$154 00
Asbestos Air Sampling Professional	\$93 00	\$110 00	\$154 00
Licensed Asbestos Inspector	\$93 00	\$110 00	\$154 00
Licensed Lead Inspector	\$93 00	\$110 00	\$154 00
Licensed Risk Assessor	\$93 00	\$110 00	\$154 00
Asbestos Project Designer	\$179 00	\$211 00	\$297 00
Industrial Hygienist	\$93 00	\$110 00	\$154 00
Senior Industrial Hygienist	\$121 00	\$143 00	\$201 00
Certified Industrial Hygienist	\$179 00	\$204 00	\$297 00
Technician	\$71 00	\$120 00	\$168 00
Clerical Administrator	\$57 00	\$67 00	\$94 00
CADD Operator	\$64 00	\$76 00	\$107 00
Board Certified Occupational Medicine Physician	\$429 00	\$723 00	\$1,017 00
Trainer/Instructor	\$143 00	\$241 00	\$339 00

Emergency Response rates are effective for the first 24 hours of the project. There is a four hour minimum for any response.



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Pricing below is based on a standard turnaround time of 5-7 day working days, which does not include weekends or holidays. 10 working day turnaround time is discounted 10% from the 5-7 day price. A 25% surcharge applies to 4 Day TAT, 50% for 3 Day TAT, 75% for 2 day and 100% for 1 day TAT. For weekend/holiday and emergency response work a 200-400% surcharge applies to 5-7 day pricing.

Not all analyses can be performed immediately. If rush TAT is required, it is necessary to call in advance to see if we are capable of meeting your deadlines.

Analysis	Method	5-7 Day	10-Day
Acidity	305 1	\$28.57	\$25.71
Alkalinity, Total	310	\$28.57	\$25.71
Base-Neutral/Acids (SVOCs)	8270C	\$278.57	\$250.71
Bromide	320	\$57.14	\$51.43
BTEX	8260B	\$57.14	\$51.43
BTEX + MTBE	8260B	\$71.43	\$64.29
Biochemical Oxygen Demand (BOD) (5-Day)	405 1	\$50.00	\$45.00
BTU	5050	\$135.71	\$122.14
Chemical Oxygen Demand (COD)	410 4	\$35.71	\$32.14
Chloride	325	\$28.57	\$25.71
Chromium, Hexavalent	7197	\$35.71	\$32.14
Coliform, Total or Fecal	Colilert	\$35.71	\$32.14
Conductivity	120 1	\$28.57	\$25.71
Corrosivity (pH)	9045C	\$14.29	\$12.86
Cyanide	9012A	\$35.71	\$32.14
Cyanide, Reactive	7 3 3 2	\$35.71	\$32.14
Extraction Costs			
SPLP	1312	\$78.57	\$70.71
TCLP (Non and Semi-Volatile)	1311	\$78.57	\$70.71
ZHE (Volatile)	1311	\$142.86	\$128.57
ASTM D3987-85	ASTM D3987-85	\$78.57	\$70.71
EOX (Soil) Extractable Organic Halogens	9020	\$142.86	\$128.57
F-Code Solvent Scan (F001-F005)	8260B-8270C	\$500.00	\$450.00
Flash Point (open cup)	1010M	\$35.71	\$32.14
Fluoride	340 2	\$35.71	\$32.14
Fractional Organic Carbon (FOC)	ASTM D2974	\$45.71	\$41.14
Glycols	8015	\$178.57	\$160.71



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Analysis	Method	5-7 Day	10 Day
Hardness	130 2	\$40.00	\$36.00
Herbicides (2,4-D, 2,4,5-TP (Silvex))	8321A	\$250.00	\$225.00
Herbicides (Full List)	8321A	\$357.14	\$321.43
Hexavalent Chromium	7196/7197	\$35.71	\$32.14
Lead, Dissolved	200 8	\$25.71	\$23.14
Lead, SPLP by ICP (TACO)	1312/6020	\$92.86	\$83.57
Lead, TCLP by ICP (TACO)	1311/6020	\$92.86	\$83.57
LUST Priority Pollutants (VOCs, SVOCs, PNAs, PCB/Pest, Total RCRA Metals)	Appropriate Methods	\$714.29	\$642.86
Mercury	7470A/7471A	\$35.71	\$32.14
Metals, Total (Digestion cost applies to 3 or less metals)	6020	\$14.00/metal	\$12.85/metal
Metals, Digestion/Extraction (applies to 3 or less metals)	3010A/3050B	\$11.43	\$10.29
Metals, RCRA (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	6020/7470A/7471A	\$114.29	\$102.86
Metals, Priority Pollutant (13 Metals)	6020/7470A/7471A	\$157.14	\$141.43
Metals, TAL (23 Metals & Cyanide)	6020/7470A/7471A	\$285.71	\$257.14
Nitrogen as Ammonia	350 1	\$35.71	\$30.86
Nitrogen as Nitrate	353 2	\$50.00	\$45.00
Nitrogen as Nitrite	353 2	\$50.00	\$45.00
Nitrogen as Nitrate/Nitrite	353 2	\$35.71	\$32.14
Nitrogen as Total Organic Nitrogen	350 1/351 2	\$68.57	\$61.71
Nitrogen as Total Kjeldahl	351.2	\$68.57	\$61.71
Oil & Grease (in water)	1664	\$64.29	\$57.86
Odor	ASTM D4979	\$14.29	\$12.86
Oxidizing Agents Screen	ASTM D4981	\$14.29	\$12.86
Paint Filter (Free Liquids)	9095A	\$14.29	\$12.86
Polychlorinated Biphenyls (PCBs)	8082	\$85.71	\$77.14
Pesticides	8081A	\$142.86	\$128.57
Pesticides/PCBs	8081A/8082	\$178.57	\$160.71
pH	9045C/150 1	\$14.29	\$12.86
Phenols, Total	9065	\$35.71	\$32.14
Polynuclear Aromatic Hydrocarbons (PNAs)	8270C SIM	\$128.57	\$115.71
RCRA Metals (8)	6020 7470A 7471A	\$114.29	\$102.86
Reactivity with Acid, Base, Water	ASTM D5050-C	\$14.29	\$12.86
Semi-Volatile Organic Compounds (SVOCs)	8270C	\$278.57	\$250.71



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Analysis	Method	5-7 Day	10 Day
SVOCs with PNAs by SIM	8270C / 8270C SIM	\$321.43	\$289.29
Solids. Ash Content	160.4	\$21.43	\$19.29
Solids. Total	160.3	\$14.29	\$12.86
Solids. Total Dissolved	160.1	\$21.43	\$19.29
Solids. Total Suspended	160.2	\$21.43	\$19.29
Solids. Total Suspended Volatile	160.3	\$21.43	\$19.29
Solids. Total Volatile	160.4	\$21.43	\$19.29
Specific Conductance	9050A	\$14.29	\$12.86
Specific Gravity	ASTM D854	\$35.71	\$32.14
Sulfate (Water)	375.2 or SM4500SO4.E	\$35.71	\$32.14
Sulfate (Soil)	SM4500SO4.E	\$60.00	\$54.00
Sulfide	9030 or SM4500S2 C.D	\$35.71	\$32.14
Sulfide. Reactive	7.3.4.2	\$35.71	\$32.14
Sulfite	377	\$35.71	\$32.14
Target Compound List	Various	\$928.57	\$835.71
Total Organic Carbon (TOC)	9060	\$78.57	\$70.71
TOX (Water) Total Organic Halogens	9020	\$142.86	\$128.57
TPH Gas, Diesel, Oil	8015 Modified	\$85.71	\$77.14
Volatile Organics Compounds (VOCs)	8260B	\$157.14	\$141.43
EPA Method 5035 Sampling Kit (for BTEX and VOC analysis)			\$17.14
EnCore samplers (set of 3 x 5 gram samplers)			\$42.86

Waste Management Disposal Codes

Code CG (Flashpoint, Paint Filter, pH, TCLP Lead)	142.86	\$128.57
R-Code, F-List and PCBs (State of Illinois Greensheet) *	1500.00	\$1,350.00
LN Panel	278.57	\$250.71
CID - Petroleum Contaminated Soil (Code CG and TCLP Benzene)	342.86	\$308.57
Note: Total Lead is required if the contaminant is leaded gasoline. The result for total lead must be $\leq 0.1\text{ ppm}$		
Note: TCLP Benzene is not required for LUST sites (deduct \$140 from cost above)		
CID- Petroleum Product Contaminated Soil (Code CG, TCLP Benzene and Total PAHs)	471.43	\$424.29
Note: TCLP Benzene is not required for LUST sites (deduct \$140 from cost above)		
CID-Waste Oil or Unknown Past Contamination *	1500.00	\$1,350.00
Daramend *	1500.00	\$1,350.00
* Price does not include TCLP Pesticides, Herbicides, if required add	392.86	\$353.57



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Analysis	Method		5-7 Day	10 Day
Air Toxics				
VOCs	TO-14A/TO-15A	S	357 14	S321 43
VOCs + TICs	TO-14A/TO-15A	S	464 29	S417 86
VOCs	N1501/OSHA 07	S	142 86	S128 57
BETX	TO-14A/TO-15A	S	250 00	S225 00
BETX	N1501/OSHA 07	S	107 14	S96 43
PNAs	TO-13A	S	321.43	S289 29
PNAs	N5515	S	142 86	S128.57
PCBs	TO-10A	S	321 43	S289.29
PCBs	N5503	S	107 14	S96 43
PCB/Pesticides	TO-10A	S	428 57	S385 71
Mercury	N6009	S	42 86	S38 57
Metals, RCRA	IO-3 1/3 5	S	142 86	S128 57
Metals, Priority Pollutant	IO-3.1/3 5	S	214 29	S192 86
Metals, TAL	IO-3.1/3 5	S	357 14	S321 43
Metal, individual	IO-3 1/3 5	S	35 71	S32.14
PM-10	RFPS-0699-131	S	50 00	S45 00
Particulates N O R	N0500/N0600	S	14 29	S12 86



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Analysis	Method	10-Day
Physical Analysis		
Atterberg Limits (Liquid Plastic Limits)	ASTM D431	\$107.14
Compaction, One Point	ASTM D698, D1557	\$71.43
Compaction, Reduced	EM-1110-2-1906	\$114.29
Compaction, Modified Proctor	ASTM D1557	\$142.86
Compaction, Standard Proctor	ASTM D698	\$128.57
Density, Dry Bulk	ASTM D2937	\$35.71
Density, Maximum-Minimum	ASTM D4253, D4254	\$214.29
Density, Soil Particle	ASTM D854	\$35.71
Fractional Organic Carbon	ASTM D2974-87	\$45.71
Grain Size with Hydrometer	ASTM D422	\$135.71
Grain-Size with Wash #200	ASTM D422	\$92.86
Hydraulic Conductivity	ASTM D5084, D2434	\$285.71
Moisture Content	ASTM D2216	\$11.43
Percent Finer than #200	ASTM D1140	\$50.00
Specific Gravity	ASTM D854	\$35.71
Triaxial Shear Strength Tests		
Unconsolidated, Undrained	ASTM D2850	\$114.29
Consolidated, Undrained	ASTM D4767	\$214.29
Unconfined Compression	ASTM D2166	\$114.29
One Dimensional Consolidation	ASTM D2435	\$357.14
Unit Weight	ASTM D2937	\$21.43
Visual Classification	ASTM D2488	\$7.14
Recompaction fee (if applicable)		\$71.43

Though we attempt to maintain the listed rates, prices are subject to change without notice.
 This quote is valid for 90 days from date of issue.

SET Environmental Inc. / City of Chicago Environmental Response Services Specification 49024 November 2007

CODE	DESCRIPTION	55 gal. Drum	30 gal. Drum	14 gal. Drum	5 gal. Drum	85 gal. OP	<300G Total	>300G Total	CY Box
	<i>FUELS w/ BTUs >5,000/lb., 100% Dispersible, 3sol<10, Less than 10% Halogens, No Debris</i>								
L1	Liquid, <5" non-pumpable solids	\$75.00	\$70.00	\$65.00	\$40.00	\$125.00	\$375.00	\$500.00	N/A
D1	Sludge, >5" <18" non-pumpable solids, completely dumpable	\$185.00	\$145.00	\$125.00	\$60.00	\$235.00	\$925.00	\$1,175.00	N/A
D2	Solid, >18" non-pumpable solids, non-dumpable	\$275.00	\$225.00	\$175.00	\$75.00	\$350.00	\$1,300.00	\$1,625.00	N/A
L1-F1	Low BTU Liquids for fuels blending (No D002, D003, P-Codes, Benzene, Formaldehyde, Pesticides, etc.)	\$300.00	\$250.00	\$200.00	\$100.00	\$350.00	\$1,300.00	\$1,625.00	N/A
SF (1)	Solids (including debris)	\$115/lb	\$115/lb	\$115/lb	\$115/lb	\$115/lb	N/A	N/A	\$115/lb
	<i>THERMAL TREATMENT</i>								
HS1(3)	Halogenated, non-fuel solvents, with <5" solids, 3<PH<10	\$145/lb	\$145/lb	\$145/lb	\$145/lb	\$145/lb	\$145/lb	\$145/lb	N/A
HL1 (3)	Liquids incineration (D002, Organic Acids, etc.)	\$155/lb	\$155/lb	\$155/lb	\$155/lb	\$155/lb	\$155/lb	\$155/lb	N/A
HS3b	Inorganic Cyanide/Sulfide Salts (Sodium Cyanide, Calcium Cyanide, Potassium Cyanide, Sodium Sulfide, etc.), 4 1 Flammable Solids, Red Phosphorus, Alkali/Reactive Metals (D003-Sodium, Potassium, Cesium Lithium, etc.) / Biological Waste / Radioactive Waste / Explosive Waste / Dioxin Waste / Temperature Controlled and/or Shock Sensitive Waste	Case by case	Case by case	Case by case	Case by case	Case by case	N/A	N/A	N/A
IS1 (1)	Solids incineration (including debris)	\$130/lb	\$130/lb	\$130/lb	\$130/lb	\$130/lb	N/A	N/A	\$130/lb
AL1(2)	Acetols incineration (Flammable, Corrosive, Poison)	\$145/lb	\$145/lb	\$145/lb	\$145/lb	\$145/lb	N/A	N/A	\$145/lb
PS1 (3)	Pesticides, Herbicides, Liquids	\$145/lb	\$145/lb	\$145/lb	\$145/lb	\$145/lb	\$145/lb	\$145/lb	N/A
PS5 (1)	Pesticides Herbicides, Solid	\$145/lb	\$145/lb	\$145/lb	\$145/lb	\$145/lb	N/A	N/A	\$145/lb
	<i>CHEMICAL TREATMENT/ STABILIZATION & LANDFILL</i>								
	<i>w/ Metal Codes D004-D011, <260 ppm Mercury</i>								
Ala	Inorganic Acids, 40%, 0-5" solids	\$180.00	\$135.00	\$75.00	\$45.00	\$255.00	\$900.00	\$1,150.00	N/A
Alb	Hydrochloric Acid, 40%, Non-Flaming	\$300.00	\$225.00	\$120.00	\$75.00	\$375.00	\$1,500.00	\$1,900.00	N/A
A2	Inorganic Acids, 40%, Nitric Sulfuric and Hydrochloric Acid	\$300.00	\$225.00	\$120.00	\$75.00	\$375.00	\$1,500.00	\$1,900.00	N/A
B1	Inorganic Bases, 0-5" solids	\$180.00	\$130.00	\$60.00	\$45.00	\$255.00	\$900.00	\$1,135.00	N/A
SOX	Solid Oxidizers (excluding Nitrates, Nitrates, Perchlorates)	\$400.00	\$300.00	\$160.00	\$100.00	\$475.00	N/A	N/A	\$1,000.00
LOX	Liquid Oxidizers (excluding Nitrates, Nitrates, Perchlorates)	\$300.00	\$225.00	\$120.00	\$75.00	\$375.00	\$1,500.00	\$1,900.00	N/A
SN1	Solid Oxidizers (Nitrates, Nitrates, Perchlorates)	\$750.00	\$565.00	\$300.00	\$190.00	\$825.00	N/A	N/A	\$2,250.00
LN1	Liquid Oxidizers (Nitrates, Nitrates, Perchlorates)	\$750.00	\$565.00	\$300.00	\$190.00	\$825.00	\$3,750.00	\$4,725.00	N/A
N1	Inorganic solutions, 0-5" solids, pH neutral	\$150.00	\$115.00	\$60.00	\$50.00	\$225.00	\$750.00	\$950.00	N/A
	<i>LANDFILL</i>								
L11	Non-RCRA/Non-Hazardous solids (pds, ppe, jags, etc.)	\$85.00	\$60.00	\$45.00	\$35.00	\$135.00	N/A	N/A	\$150.00
L12	Non-RCRA/Non-Hazardous Liquids (ink, grease, tar, etc.)	\$90.00	\$70.00	\$50.00	\$40.00	\$145.00	\$450.00	\$575.00	N/A
L13	RCRA stabilization (metals)	\$180.00	\$140.00	\$80.00	\$50.00	\$230.00	N/A	N/A	\$400.00
L14	Debris encapsulation	\$180.00	\$140.00	\$80.00	\$50.00	\$230.00	N/A	N/A	\$400.00
L15	Asbestos (friable, non-friable)	\$100.00	\$75.00	\$50.00	\$40.00	\$150.00	N/A	N/A	\$300.00
L16	Non-PCB Ballasts, transformers, 15CA exempt, <9 lbs each	\$110.00	\$85.00	\$50.00	\$40.00	\$160.00	N/A	N/A	\$325.00

SET Environmental Inc. / City of Chicago Environmental Response Services Specification 49024 November 2007

CODE	DESCRIPTION	COMMODITY PACKS				85 gal. OP	<300G Total	>300G Total	CY Box
		55 gal. Drum	30 gal. Drum	14 gal. Drum	5 gal. Drum				
III (1)	Commodity Pack (Hazardous paints, resins, adhesives, solvents, paint in cans, etc.) (Solid Fuel Blending)	\$0 95/lb	\$0 95/lb.	\$0 95/lb	\$0 95/lb.	\$0 95/lb	N/A	N/A	\$0 95/lb
NI11	Commodity Pack w/MSDS (Non-RCRA paints, adhesives, etc.)	\$150 00	\$115 00	\$60 00	\$40 00	\$200 00	N/A	N/A	\$250 00
PE11 (1)	Commodity Pack Pesticides/Herbicides	\$1 45/lb	\$1 45/lb	\$1 45/lb	\$1 45/lb	\$1 45/lb	\$1 45/lb	\$1 45/lb	\$1 45/lb
AB1	Commodity Pack Acids / Bases (Inorganic)	\$200 00	\$150 00	\$80 00	\$40 00	\$250 00	\$1 000 00	\$1 260 00	N/A
ME-1	Commodity Pack Metals (stabilization)	\$200 00	\$150 00	\$80 00	\$40 00	\$250 00	\$1 000 00	\$1 260 00	\$600 00
SOC	Commodity Pack Oxidizers	\$795 00	\$605 00	\$340 00	\$225 00	\$870 00	\$0 00	\$0 00	N/A
SPECIAL HANDLING									
M1	Mercury manufactured articles (thermometers, barometers, debris, soil, etc.) (<i>It meets debris definition use H-4</i>)	\$1,500 00	\$1,100 00	\$500 00	\$250 00	\$1,550 00	N/A	N/A	Case-by-Case
M2	Mercury contaminated Debris (260 ppm mercury)	\$180 00	\$140 00	\$80 00	\$55 00	\$230 00	N/A	N/A	\$400 00
M3	Mercury COD Vials	\$2,000 00	\$1,500 00	\$800 00	\$500 00	N/A	N/A	N/A	N/A
AKB	Alkaline Batteries	\$100 00	\$75 00	\$50 00	\$40 00	\$150 00	N/A	N/A	\$300 00
LDB	Lead Acid Batteries	\$100 00	\$75 00	\$50 00	\$40 00	\$150 00	N/A	N/A	\$300 00
L1B	Lithium Batteries (Packaged to DOI Regulations)	Case-by-Case	Case-by-Case	Case-by-Case	Case-by-Case	Case-by-Case	N/A	N/A	Case-by-Case
M1B	Mercury Batteries	\$1,500 00	\$1,100 00	\$500 00	\$250 00	\$1,550 00	N/A	N/A	N/A
NCB (1)	Nickel Cadmium Batteries (non-mercurated)	\$1 30/lb	\$1 30/lb	\$1 30/lb	\$1 30/lb	\$1 30/lb	N/A	N/A	\$1 30/lb
	Organic Peroxides (Types C, D, F, & F Only), 3-gallon max material per 5-gallon container (\$ 150 00 min /5-gallon container)	N/A	N/A	N/A	\$3 50/lb	N/A	N/A	N/A	N/A
	L1B PACKS - Case By Case Until Further Notice								
	DOI PACKS - Lab Packs packed to DOI specifications & SF-1 Environmental Lab Pack Protocol	20 gal max 150 lb max	10 gal max 75 lb max	5 gal max 35 lb max	2 gal max 12 lb max	N/A	N/A	N/A	N/A
CA11	Acids Bases, High BT10 Solvents, Alkaline & Lead Acid Batteries Stabilization, Landfill, Paint Related Material, Aerosols, Low BT10 Chlorinated Solvents	\$200 00	\$150 00	\$80 00	\$50 00	N/A	N/A	N/A	N/A
CA12	U-Codes, P-Codes, Carcinogens 41's, 61's, Freons, Oxidizers, Cyanides, Sulfides, Pesticides, Stench hazards, Flammable metals	\$400 00	\$250 00	\$160 00	\$65 00	N/A	N/A	N/A	N/A
CA13	Receives & Special Materials (Rate is Based on NEI H1/Gr115)	\$15 00/Lb 400 Lb min	\$15 00/Lb 250 Lb min	\$15 00/Lb 100 Lb min	\$15 00/Lb 65 Lb min	N/A	N/A	N/A	N/A

Waste Stream Minimums

CODE	DESCRIPTION	55 gal. Drum	30 gal. Drum	14 gal. Drum	5 gal. Drum	85 gal. Drum	<300 gal. Total	>300 gal. Total	CYB
(1)	Drum minimums	275 lbs	175 lbs	115 lbs	75 lbs	400 lbs	N/A	N/A	950 lbs
(2)	Drum minimums	185 lbs	145 lbs	100 lbs	75 lbs	220 lbs	N/A	N/A	650 lbs
(3)	Drum minimums	260 lbs	145 lbs	100 lbs	75 lbs	375 lbs	1 300 lbs	1 850 lbs	N/A

SET Environmental Inc. / City of Chicago Environmental Response Services Specification 49024 November 2007

<i>Shipment Charges to TSDF</i>	
55-gallon drum	\$40.00/drum
30-gallon drum	\$30.00/drum
14-gallon drum	\$25.00/drum
5-gallon drum	\$15.00/drum
85-gallon drum	\$50.00/drum
Cubic yard box	\$160.00/drum

<i>Unknown Identification Analysis</i>	
Standard Turn (5-7 days)	\$500.00/sam
Rush Turn (2-5 days)	\$750.00/sam
Emergency Turn (24 hours)	\$1,500.00/sam

<i>Non-Hazardous Bulk Waste</i>	
Non-hazardous water (disposal analysis required)	\$0.24/gallon \$100.00 min
Non-hazardous liquids for treatment (disposal analysis required)	\$0.38/gallon \$100.00 min
Non-hazardous sludge	\$0.74/gallon \$100.00 min
Non-hazardous solids (i.e. dirt, disposal analysis required)	\$29.00/ton \$150.00 min

<i>PCB Waste</i>			
PCB oil in drums	50 ppm	50-199 ppm	>=500 ppm
	\$95.00/55 gal	\$485.00/55 gallon drum	\$665.00/55 gallon drum
PCB debris	N/A	\$350.00/55 gallon drum	\$475.00/55 gallon drum
PCB transformer	\$0.25/lb	\$0.50/lb	\$0.85/lb

1. Please Note: Over the past several months, our industry has experienced a significant amount of consolidation which has eliminated a great deal of capacity in the disposal sector. This consolidation has had a particularly significant impact in the area of incineration causing prices to rise sharply. We are experiencing price increases in other disposal areas as well. In addition, Security and Energy surcharges have increased to more than 12% from some other environmental providers.

Due to the instability of disposal pricing and substantial additional costs to our operational systems, we must increase our Energy and Security fee to 7%. This increase will go into effect December 1, 2007. In addition, we will need to increase our prices for a number of individual waste stream profiles.

Over the course of this contract, we will make every effort possible to provide you with advanced notice of any increase that may affect you. Please note, however, that certain waste stream profiles may need to be re-priced at the time of scheduling without providing our normal thirty day advanced notice.

2. Final disposal pricing and acceptance shall be based on approval from designated disposal facility which is initiated by executed waste stream profile and/or sample with appropriate disposal analysis and DDF packaging requirements.

3. Disposal facility overpack surcharge of \$50.00 for drums overpacked in an outer container.



450 Sumac Road
Wheeling IL 60090
Tel (847) 537-9221 • Fax (847) 537-9265
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**Materials Price List for Environmental Response Services Specification Number
49024**

Materials

Light Bulb Box	\$25 00/box
Absorbent Pads, Universal	\$85 00/bale
20-gallon Box	\$25 00/each
One Cubic Yard Box	\$150 00/each
30-gallon Poly Drum(s)	\$40 00/each
55-gallon Steel Open Head Drum(s)	\$45.00/each
5-gallon Poly Pail(s)	\$16 00/each
5-gallon Steel Pail(s)	\$25 00/each
Gran-Sorb Absorbent	\$15 00/each
Drum Liner(s)	\$2.14/each
Oil-Dry Absorbent	\$15 00/each
pH Paper, Oxidizer strips	\$5 35/each
Poly Sheeting 6 ml/4 ml	\$85 60/each
Hand Tools	\$25 00/day
Sample Jars	\$5 35/each
Caution Tape	\$21 40/each
Duct Tape	\$6.69/each
Thieving Rod	\$5 35/each
Vermiculite	\$26.75/each
PIH Box	\$38 50/each



GAS CYLINDER DISPOSAL PRICING

Effective June 1, 2007

Price Category	Lecture 3" x 12"	Small 4" x 24"	Medium 12" x 36"	Large 16" x 56"
A	\$ 55 00	\$ 65 00	\$ 80.00	\$ 90 00
B	\$ 135 00	\$ 240 00	\$ 625 00	Case by Case
C	\$ 175 00	\$ 300.00	\$ 500 00	\$ 750 00
D	\$ 350.00	\$ 500 00	\$ 975.00	\$ 1,650.00
E	\$ 575 00	\$ 790 00	\$ 1,600 00	Case by Case
F	\$ 675 00	\$ 850.00	\$ 1,900 00	Case by Case
G	Case by Case	Case by Case	Case by Case	Case by Case
S	Special Category	Special Category	Special Category	Special Category

1. Disposal prices are for gas cylinders with original label, operable valve and in acceptable DOT shipping condition.
2. There is a minimum charge of \$300.00 per Gas Cylinder Profile
3. Transportation is not included
4. In addition to the pricing quoted for recycling and disposal, a Hazardous Waste Fee from the State of Texas, ranging from \$2.00 to \$6.00 per ton will be invoiced for each cylinder received that contains an EPA regulated hazardous waste
5. A 5% energy & security fee will be added to the total amount invoiced

Unknown Identification Fee: \$550 for each unknown gas that is sampled and analyzed.

Confirmation Fee: \$300 for each suspected gas that requires confirmation, due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply, along with additional disposal costs, if applicable

Inoperable Valve Fee: No charge for Category A. For Categories B through E, a tapping fee of \$400 will apply for any size cylinder (lecture through large) found to have an inoperable valve. For Categories F & G, inoperable valve fees will be Case by Case

Surcharges may be assessed up to 30 days after receipt of cylinders at SET's Houston facility

SET Environmental, Inc.
Gas Cylinder Special Category Items

June 1, 2007

**Propane, Diesel Start, Acetylene
& Selected Refrigerants**

Size	Dimensions	Unit Price
Lecture Bottle or DOT-39	2 x 12 3 x 10	\$50.00
Small	4" x 24"	\$ 75 00
20 LB "Grill Size"	13" x 17"	\$100.00
Medium	10" x 36"	\$125.00
Large	16" x 54"	\$250.00
Half Ton	30" x 57"	\$500.00

Inert Gas Cartridges

Diameter = 1" or less x length = 6" or less

Quantity	Unit Price
1 to 100	\$5.00
101 to 250	\$4 00
251 or more	\$3.00

Cartridges: \$50 00 minimum charge per shipment.

Please contact your sales representative for other sizes or quantities.

SET Environmental, Inc.

Gas Cylinder Acceptance List and Price Category

Effective February 1, 2007

ACETALDEHYDE	B
ACETONE	B
ACETONITRILE	B
ACETYL CHLORIDE	D
ACETYL FLUORIDE	D
ACETYLENE	S
ACROLEIN INHIBITED	G
ACRYLOFUME (ACRYLONITRILE)	D
AIR	A
ALANE DIMETHYLETHYAMINE SOLUTION	F
ALLENE (PROPADIENE)	B
ALLYL MAGNESIUM BROMIDE	F
ALLYL MAGNESIUM CHLORIDE	F
ALLYL TRICHLORO SILANE	F
ALLYLAMINE	D
ALLYLENE	B
ALPHA OLEFIN C4	B
ALUMINUM CHLORIDE	D
ALUMINUM TRICHLORIDE	C
AMINOPROPANE (ISOPROPYLAMINE)	C
AMMONIA	C
ANILINE	D
ANTIMONY PENTACHLORIDE	D
ANTIMONY PENTACHLORIDE CATALYST	G
ANTIMONY PENTAFLUORIDE	D
ANTIMONY TRIBROMIDE	D
ANTIMONY TRICHLORIDE	D
ANTIMONY TRIFLUORIDE	D
ANTIMONY TRIIODIDE	D
ARGON	A
ARSENIC PENTAFLUORIDE	E
ARSENIC TRIBROMIDE	F
ARSENIC TRICHLORIDE	E
ARSENIC TRIFLUORIDE	E
ARSENIC TRIIODIDE	E
ARSENIOS FLUORIDE (ARSENIC TRIFLUORIDE)	E
ARSINE *	E
BAYGON,PT-250	D
BENZENE	B
BENZYL MAGNESIUM CHLORIDE	F
BENZYL MERCAPTAN	E
BIS(CYCLOPENTADIENYL) CHROMIUM	F
BIS(CYCLOPENTADIENYL) IRON	F
BIS(CYCLOPENTADIENYL) MAGNESIUM	F
BIS(TRIFLUOROMETHYL) DISUFIDE	E
BIS(TRIFLUOROMETHYL)PEROXIDE	G
BISPHOSPHINOETHANE	F

SET Environmental, Inc.

Gas Cylinder Acceptance List and Price Category

Effective February 1, 2007

BLOOD GAS	A
BORANE THF COMPLEX	G
BORAZINE	F
BORON TRIBROMIDE	C
BORON TRICHLORIDE	C
BORON TRIETHYL (TRIETHYL BORANE)	F
BORON TRIFLUORIDE	C
BORON TRIFLUORIDE ETHYL ETHERATE	D
BORON TRIIODIDE	G
BROMINE *	E
BROMINE CHLORIDE	G
BROMINE PENTAFLUORIDE *	F
BROMINE TRIFLUORIDE	F
BROMO-2,2,2-TRIFLUOROETHANE, 1-	B
BROMOACETONE	D
BROMOCHLORODIFLUOROMETHANE (HALON1211 & R12B1)	B
BROMOCHLOROMETHANE	D
BROMODIFLUOROETHYLENE	B
BROMODIFLUOROMETHANE	B
BROMOETHANE (ETHYL BROMIDE)	B
BROMOFORM	B
BROMOMETHANE (METHYL BROMIDE)	D
BROMOPENTAFLUOROETHANE	B
BROMOPROPANE	B
BROMOTRIFLUOROETHYLENE (R-113B1)	B
BROMOTRIFLUOROMETHANE (HALON 1301)	B
BUTADIENE	B
BUTANE	B
BUTANE THIOL	E
BUTENAL, 2-	G
BUTENE	B
BUTYL ETHYL MAGNESIUM	F
BUTYL LITHIUM	F
BUTYL MAGNESIUM CHLORIDE	F
BUTYL MERCAPTAN	F
BUTYL PHOSPHINE	F
BUTYL, 1 ARSINE	F
BUTYLENE	B
BUTYNE (ETHYL ACETYLENE)	B
CARBON DIOXIDE	A
CARBON DISULFIDE	E
CARBON MONOXIDE	B
CARBON TETRABROMIDE	E
CARBON TETRACHLORIDE	B
CARBON TETRAFLUORIDE (R-14)	B

SET Environmental, Inc.

Gas Cylinder Acceptance List and Price Category

Effective February 1, 2007

CARBONYL CHLORIDE (PHOSGENE) * ¹	E
CARBONYL CHLORIDE FLUORIDE	E
CARBONYL FLUORIDE	D
CARBONYL SULFIDE	E
CHLORINE	C
CHLORINE MONOFLUORIDE	F
CHLORINE PENTAFLUORIDE*	F
CHLORINE TRIFLUORIDE	F
CHLOROACETOPHENONE	G
CHLOROBENZENE	B
CHLOROBENZILATE	B
CHLORODIFLUOROACETONITRILE	B
CHLORODIFLUOROACETYLCHLORIDE	D
CHLORODIFLUOROBROMOMETHANE (HALON1211 & R12B1)	B
CHLORODIFLUOROETHANE (R-142B)	B
CHLORODIFLUOROETHYLENE (R-1122)	B
CHLORODIFLUOROMETHANE (R-22)	S
CHLORODIFLUOROPROPENE	B
CHLOROETHANE	B
CHLOROFLUROETHYLENE (R-1131A)	B
CHLOROFLUOROMETHANE	B
CHLOROFORM	B
CHLOROHEPTAFLUOROBUTANE	D
CHLOROHEPTAFLUOROBUTENE	D
CHLOROHEPTAFLUOROPROPANE	G
CHLOROIODOMETHANE	B
CHLOROMETHANE (METHYL CHLORIDE) (R40)	B
CHLOROPENTAFLUROACETONE	D
CHLOROPENTAFLUROETHANE (R-115)	B
CHLOROPENTAFLUROPROPENE	B
CHLOROPICRIN	E
CHLOROPICRIN/METHYL BROMIDE	D
CHLOROPROPANE	D
CHLOROPROPENE	D
CHLOROSULFONIC ACID	E
CHLOROSULFONYL FLUORIDE	G
CHLOROTETRAFLUROETHANE (R-124)	B
CHLOROTRIFLUOROETHANE (R-133A)	B
CHLOROTRIFLUOROETHYLDIFLUOROMETHYLETHER	B
CHLOROTRIFLUOROETHYLENE	G
CHLOROTRIFLUOROMETHANE (R-13)	B
CHLOROTRIFLUOROMETHYLDIFLUOROETHYL ETHER	B
CHLOROTRIMETHYL SILANE	E
CHROMIUM 2-ETHYL-HEANOATE	B
CHROMIUM OXYCHLORIDE (CHROMYL CHLORIDE)	C

¹ Phosgene requires a leak test prior to shipment per 173 192(c)(3) or requires to be overpacked in a cylinder salvage vessel

SET Environmental, Inc.

Gas Cylinder Acceptance List and Price Category

Effective February 1, 2007

CHROMYL CHLORIDE	C
CIS-2-BUTENE	B
CIS-BUTENE	B
CROTONYLENE (2-BUTYNE)	B
CYANOGEN	G
CYANOGEN BROMIDE	F
CYANOGEN CHLORIDE	E
CYANURIC FLUORIDE	G
CYCLOBUTANE	B
CYCLOHEXANE	B
CYCLOHEXYLMAGNESIUM CHLORIDE	F
CYCLOHEXYLPHOSPHINE	G
CYCLOPENTANE	B
CYCLOPENTENE	B
CYCLOPENTYLMAGNESIUM CHLORIDE	F
CYCLOPENTYLPHOSPHINE	G
CYCLOPROPANE	B
DDT/SOLUTION	D
DECAFLUORO BUTANE	B
DESFLURANE	B
DEUTERIUM	B
DEUTERIUM BROMIDE ²	D
DEUTERIUM CHLORIDE	C
DEUTERIUM FLUORIDE	C
DEUTERIUM HYDRIDE	G
DEUTERIUM IODIDE	C
DEUTERIUM SELENIDE	F
DEUTERIUM SULFIDE	E
DI(TRIFLUOROMETHYL) DISULFIDE	E
DIBORANE (<10%)	G
DIBROMODICHLOROMETHANE	B
DIBROMODIFLUOROMETHANE (R-12B2)	B
DIBROMOFLUOROMETHANE	B
DIBROMOMETHANE	B
DIBROMOTETRAFLUOROETHANE (R-2402)	B
DIBUTYL ETHER	B
DIBUTYL MAGNESIUM IN HEPTANE	F
DIBUTYL SULFIDE	E
DIBUTYL ZINC	F
DICHLORO-1,4, BUTENE-2	D
DICHLOROBENZENE IN SOLVENT	B
DICHLORODIFLUOROACETONITRILE	B
DICHLORODIFLUOROETHANE (R-132)	B
DICHLORODIFLUOROETHYLENE (R-1112)	B
DICHLORODIFLUOROMETHANE & DIFLUOROETHANE (R-500)	S

² Deuterium Bromide requires a photo prior to approval

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DICHLORODIFLUOROMETHANE (R-12)	B
DICHLORODIMETHYL SILANE	E
DICHLORODIPHENYL TRICHLOROETHANE	D
DICHLOROETHANE	D
DICHLOROFLUOROETHANE	B
DICHLOROFLUOROMETHANE (R-21)	B
DICHLOROHEXAFLUOROPROPANE	B
DICHLOROMETHANE	B
DICHLOROMETHYL SILANE	E
DICHLOROPHENYLPHOSPHINE	G
DICHLOROSILANE	E
DICHLOROTETRAFLUROETHANE (R-114)	S
DICHLOROTRIFLUOROETHANE (R-123)	S
DICHLOROVINYL DIMETHYL PHOSPHATE	D
DICHLORVOS (DDVP) IN SOLVENTS (LETHALAIRE G68)	D
DICUMENE CHROMIUM	F
DICYCLOPENTADIENE	D
DIETHYL ALUMINUM CHLORIDE	F
DIETHYL ALUMINUM ETHOXIDE	F
DIETHYL ALUMINUM IODIDE	F
DIETHYL ARSINE	G
DIETHYL BERYLLIUM	F
DIETHYL CADMIUM	F
DIETHYL DITELLURIDE	F
DIETHYL ETHER	B
DIETHYL GALLIUM CHLORIDE	F
DIETHYL PHOSPHINE	F
DIETHYL TELLURIDE	F
DIETHYL ZINC	F
DIETHYLAMINE	C
DIETHYLFLURO ALUMINUM	G
DIFLUORO(FLUOROSULFONYL)ACETYL FLUORIDE	D
DIFLUORO(FLUOROSULFONYL)DIFLUOROECETYL FLUORIDE	D
DIFLUORODIMETHYL SILANE	E
DIFLUOROETHANE (R-152A)	G
DIFLUOROETHYLENE (R-1132A)	G
DIFLUOROMETHANE	B
DIFLUOROMETHYL BROMIDE	D
DIFLUOROMETHYL IODIDE	D
DIFLUOROPROPANE	B
DIHEXYL MAGNESIUM	F
DIISOBUTYL ALUMINUM	F
DIISOBUTYL ALUMINUM CHLORIDE	F
DIISOBUTYL ALUMINUM ETHOXIDE	F
DIISOBUTYL ALUMINUM HYDRIDE	F
DIISOBUTYL ALUMINUM OXIDE	F
DI-ISOPROPYL TELLURIDE	F

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DIMETHOXYDIMETHYLSILANE	F
DIMETHYL ACETAMIDE	B
DIMETHYL ACETYLENE	B
DIMETHYL ALANE (DIMETHYL ALUMINUM HYDRIDE)	F
DIMETHYL ALUMINUM CHLORIDE	F
DIMETHYL ALUMINUM HYDRIDE (DIMETHYLALANE)	F
DIMETHYL ARSINE	G
DIMETHYL CADMIUM	F
DIMETHYL DIFLUOROSILANE	E
DIMETHYL DISULFIDE	E
DIMETHYL DITELLURIDE	F
DIMETHYL ETHER (METHYL ETHER)	B
DIMETHYL ETHOXY SILANE	E
DIMETHYL METHANE (PROPANE)	S
DIMETHYL METHYL PHOSPHONATE (DMMP)	D
DIMETHYL PENTANE, 2,2-	B
DIMETHYL PHOSPHINE	G
DIMETHYL PROPANE	B
DIMETHYL PROPANE (NEOPENTANE)	B
DIMETHYL SELENIDE	F
DIMETHYL SILANE	G
DIMETHYL SULFATE	G
DIMETHYL SULFIDE	E
DIMETHYL SULFIDE BORANE MIXTURE	F
DIMETHYL ZINC	F
DIMETHYL ZINC TRIMETHYLAMINE ADDUCT	F
DIMETHYLAMINE	C
DIMETHYLETHOXY SILANE	E
DIMETHYLPROPANE	B
DI-N-BUTYL SULFIDE	E
DI-N-BUTYLMAGNESIUM TRIETHYLALUMINUM COMPLEX	G
DINITROGEN TETROXIDE (NITROGEN DIOXIDE) *	D
DINORBONYLPHOSPHINE	G
DINOYL BUTYL SULFIDE	E
DI-N-PROPYL SULFIDE	E
DIPENTENE DIMERCAPTAN	E
DIPHENYLMETHANE DIISOCYANATE	B
DISILANE	C
DI-TERT BUTYL POLYSULFIDE	E
DI-TERT BUTYL SULFIDE	E
DI-TERT BUTYL TELLURIDE	F
DMMP (DIMETHYL METHYL PHOSPHONATE)	D
DODECAFLUORODIMETHYL CYCLOBUTANE	B
DODECYL DISULFIDE	E
DODECYL MERCAPTAN	E
DURSBAN-4E INSECTICIDE	D
DYMEL 142B (CHLORODIFLUOROETHANE)	G

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DYMEL 152A (DIFLUOROETHANE)	G
DYMEL 22 (CHLORODIFLUOROMETHANE)	S
ENDOSULFAN IN SOLVENT	D
ENFLURANE (CHLOROTRIFLUOROETHANE R133A)	B
ENGINE STARTING FLUID	B
EPICHLOROHYDRIN	C
ETHANE	B
ETHANETHIOL	E
ETHANOL	B
ETHYL ACETYLENE (1-BUTYNE)	B
ETHYL ALCOHOL	B
ETHYL ALUMINUM DICHLORIDE	F
ETHYL ALUMINUM SESQUIBROMIDE	F
ETHYL ALUMINUM SESQUICHLORIDE	F
ETHYL AMINE	C
ETHYL BROMIDE	B
ETHYL CHLORIDE (CHLOROETHANE)	B
ETHYL ETHER	B
ETHYL FLUORIDE (R161)	G
ETHYL IODIDE	E
ETHYL MAGNESIUM BROMIDE	F
ETHYL MERCAPTAN	E
ETHYL METHYL ETHER	B
ETHYL SILICATE	B
ETHYL SULFIDE	E
ETHYL THIOACETATE	E
ETHYL THIOETHANOL	E
ETHYL-2-BUTANE, 2	B
ETHYLENE	B
ETHYLENE DIBROMIDE	D
ETHYLENE DIBROMIDE/METHYL BROMIDE	D
ETHYLENE DICHLORIDE	D
ETHYLENE IMINE	F
ETHYLENE OXIDE	D
ETHYLENE PROPIONATE	B
ETHYLIDENE FLUORIDE (R152A)	B
ETHYNE (ACETYLENE)	S
FIRE EXTINGUISHER (DRY CHEMICAL)	A
FLUOREZE M (1,2,3,5-TETRAFLUOROBENZENE)	B
FLUORINE *	F
FLURO-2, METHYL PROPANE-2	B
FLUROETHANE R-161	B
FLUROETHYLENE (VINYL FLUORIDE)	D
FLUROFORM (R23) (TRIFLUOROMETHANE)	B
FLURUMETHANE (METHYL FLUORIDE)	B
FLUROPHENYLMAGNESIUM BROMIDE	F
FLUROPROPENE	B

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FLUOROPROPIONITRILE	B
FLUOROSULFONYL CHLORIDE	D
FORALKYL (PERFLUOROALKYL IODINE)	D
FORANE 502 (R-502)	S
FORMALDEHYDE	D
FORMALIN	D
FORMIC ACID	D
GERMANE (GERMANIUM TETRAHYDRIDE)	G
GERMANIUM TETRACHLORIDE	C
GERMANIUM TETRAFLUORIDE	E
GERMANIUM TETRHYDRIDE (GERMANE)	G
HALON 1211	B
HALON 1301	B
HALOTHANE (BROMOCHLOROTRIFLUOROETHANE)	B
HELIUM	A
HEPTAFLUOROBUTYLENE	B
HEPTAFLUOROBUTYLNITRILE	F
HEPTAFLUOROBUTYRYL CHLORIDE	D
HEPTAFLUOROPROPANE	B
HEPTAFLUOROPROPIONITRILE	B
HEPTAFLUOROPROPYL BROMIDE	D
HEPTAFLUOROPROPYL IODIDE	D
HEPTANE	B
HEXACHLORODIFLUOROPROPANE (R212)	B
HEXACHLOROETHANE	B
HEXACHLOROPROPANE	B
HEXADIENE	B
HEXAFLURO ISOBUTYLENE	B
HEXAFLUROACETIC ANHYDRIDE	D
HEXAFLUROACETONE	D
HEXAFLUROACETYL ACETONE	D
HEXAFLUROBIACETYL	D
HEXAFLUROBUTADIENE	B
HEXAFLUROBUTANEDIONE	D
HEXAFLUROBUTYNE	B
HEXAFLUROCYCLOBUTANE	B
HEXAFLUROCYCLOBUTENE	B
HEXAFLUROETHANE (R-116)	B
HEXAFLUROPENTANE DIONE	D
HEXAFLUROPROPANE	B
HEXAFLUROPROPENE	D
HEXAFLUROPROPYLENE (R-1216)	B
HEXAFLUROPROPYLENE EPOXIDE	B
HEXAFLUROPROPYLENE OXIDE	B
HEXAMETHYLENEDIAMINE	C
HEXANE	B
HEXENE	B

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HEXYL LITHIUM IN HEXANE	F
HEXYL MERCAPTAN	E
HYDRAZINE	G
HYDRAZINE HYDRATE	G
HYDRIODIC ACID	C
HYDROBROMIC ACID	C
HYDROCYANIC ACID <10%	E
HYDROFLUORIC ACID	C
HYDROGEN	B
HYDROGEN BROMIDE ³	D
HYDROGEN CHLORIDE	C
HYDROGEN CYANIDE (<10% MIXTURE) *	E
HYDROGEN FLUORIDE	C
HYDROGEN IODIDE	C
HYDROGEN PHOSPHIDE (PHOSPHINE)	E
HYDROGEN SELENIDE *	F
HYDROGEN SULFIDE	E
HYDROXYETHYLPHENYL SULFIDE	E
INSTA FOAM PART A (UN1956)	B
INSTA FOAM PART B (UN1956)	B
INSTAPAK-A	B
INSTAPAK-B	B
IODINE	C
IODINE MONOCHLORIDE	G
IODINE PENTAFLUORIDE	D
IDOETHANE	E
IDOFLUOROETHANE	B
IODOMETHANE	E
IODOPENTAFLUOROETHANE	D
IODOPERFLUOROETHANE	D
IODOTRIFLUOROETHANE	D
IODOTRIFLUOROETHYLENE	D
IODOTRIFLUOROMETHANE	D
IRIDIUM HEXAFLUORIDE	E
IRON PENTACARBONYL *	F
ISOBUTANE (2-Methyl Propane)	B
ISOBUTENE	B
ISOBUTYL ALUMINUM DICHLORIDE	F
ISOBUTYLENE	B
ISOBUTYLMAGNESIUM CHLORIDE	F
ISOCYANATE	B
ISOFLURANE	B
ISOCTANE	B
ISOPENTANE	B
ISOPENTENE	B

³ Hydrogen Bromide requires a photo prior to approval

* Zone A Material

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ISOPRENE	B
ISOPROPANOL	B
ISOPROPYL ALCOHOL	B
ISOPROPYL FLUORIDE (2-FLUOROPROPANE)	B
ISOPROPYL MAGNESIUM CHLORIDE	F
ISOPROPYL MERCAPTAN	E
ISOPROPYLAMINE	C
KRYPTON	A
LETHALAIRE A-20	D
LETHALAIRE G52 (TETRAETHYLPYROPHOSPHATE)	D
LETHALAIRE G54 (PARATHION)	D
LETHALAIRE G57 (SULFOTEPP)	D
LETHALAIRE G59	D
LETHALAIRE G60 (ARAMITE)	D
LETHALAIRE G61 (ARAMITE/LINDANE)	D
LETHALAIRE G64 (PHOSDRIN)	D
LETHALAIRE G68 (DDVP)	D
LETHALAIRE V23 (Virchem Twenty-Three)	D
LETHANE	D
LINDANE	D
LITHIUM ALUMINUM HYDRIDE	F
LITHIUM DIISOPROPYLAMIDE	F
LITHIUM TRIBUTYL BOROHYDRIDE	F
LPG	S
MAPP GAS (METHYL ACETYLENE PROPADIENE, STABILIZED)	B
MDI POLYOL	B
MERCAPTOETHANOL	E
METHANE	B
METHANETHIOL (Methyl Mercaptan)	E
METHANOL	B
METHOXYBENZENE (ANISOLE)	B
METHYL ACETYLENE (PROPYNE)	B
METHYL ACETYLENE PROPADIENE, STABILIZED (MAPP)	B
METHYL ACROLEIN	G
METHYL ALCOHOL	B
METHYL ALLYL TELLURIDE	F
METHYL ALUMINUM SESQUICHLORIDE	F
METHYL ALUMINUMOXANE	F
METHYL BROMIDE (BROMOMETHANE)	D
METHYL BROMIDE/ETHYLENE DIBROMIDE	D
METHYL BUTADIENE	B
METHYL BUTANETHIOL	E
METHYL BUTENE	B
METHYL BUTYL ETHER	B
METHYL CHLORIDE (CHLOROMETHANE) (R40)	B
METHYL CHLOROFORM	B
METHYL CYCLOHEXANE	B

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METHYL CYCLOPENTANE	B
METHYL CYCLOPROPANE	B
METHYL CYCLOPROPANOL	B
METHYL DICHLOROSILANE	E
METHYL ETHER (DIMETHYLETHER)	B
METHYL FLUORIDE (FLUOROMETHANE)	B
METHYL HYDRAZINE *	E
METHYL IODIDE	E
METHYL LITHIUM	F
METHYL MAGNESIUM BROMIDE	F
METHYL MAGNESIUM CHLORIDE	F
METHYL MAGNESIUM IODIDE	F
METHYL MERCAPTAN (Methanethiol)	E
METHYL PENTENE	B
METHYL PHENYL ETHER	B
METHYL PROPANE (ISOBUTANE)	B
METHYL SILANE	E
METHYL TRICHLOROSILANE	E
METHYL TRIFLUOROSILANE	E
METHYL VINYL ETHER	B
METHYLALUMINOXANE	F
METHYLAMINE	C
METHYLDICHLOROARSINE	G
METHYLENE BROMIDE	B
METHYLENE CHLORIDE	B
METHYLENE FLUORIDE	B
METHYLETHENE	B
METHYLETHYLENE	B
METHYLPROPANE-2	B
METHYLPROPENE (ISOBUTYLENE)	B
METHYLPROPYLENE (ISOBUTYLENE)	B
METHYL-TERT-BUTYL ETHER	B
MEVINPHOS	D
MOLYBDENUM FLUORIDE	D
MOLYBDENUM HEXAFLUORIDE	C
MONOCHLORODIFLUOROMETHANE	B
MONOCHLOROSILANE	G
MONOETHANOLAMINE	C
MONOETHYLAMINE	C
MONOMETHYLAMINE	C
NAPHTHA PETROLEUM DISTILLATES	B
NATURAL GAS	B
N-BUTYL FLUORIDE	B
N-BUTYL SULFIDE	E
NEON	A
NEOPENTANE (DIMETHYLPROPANE)	B
N-HEPTAFLUOROPROPYL IODIDE	D

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N-HEXYL MERCAPTAN	E
NICKEL CARBONYL *	F
NITRIC OXIDE *	D
NITROGEN	A
NITROGEN DIOXIDE (DINITROGEN TETROXIDE) *	D
NITROGEN PEROXIDE (NITROGEN DIOXIDE) *	D
NITROGEN TRIFLUORIDE	G
NITROGEN TRIOXIDE *	D
NITROSYL CHLORIDE	E
NITROSYL FLUORIDE	F
NITROUS OXIDE	A
NITRYL FLUORIDE	G
N-OCTYL MERCAPTAN	E
NONAFLUOROISOBUTANE	B
OCTAFLUOROBUTENE	D
OCTAFLUOROCYCLOBUTANE (R-C318)	B
OCTAFLUOROCYCLOPENTANE	B
OCTAFLUOROPROPANE (R-218)	B
OCTANES	B
OCTANETHIOL	E
OCTYL FLUORIDE	D
OCTYLBICYCLOHEPTENE	B
OLEUM	E
OXYFUME-12 STERILANT	D
OXYGEN	A
OXYGEN DIFLUORIDE	G
PARAQUAT IN H2O	D
PARATHION	D
PENETENE-2	B
PENTABORANE	G
PENTACHLOROFLUOROETHANE (R111)	B
PENTACHLOROPROPANE	D
PENTACHLOROTRIFLUOROPROPANE (R213)	B
PENTAFLUROACETONE	D
PENTAFLUROBUTENE	D
PENTAFLUROCHLORO ACETONE	D
PENTAFLURODIMETHYL ETHER	D
PENTAFLUROETHANE	B
PENTAFLUROETHYL IODIDE	D
PENTAFLUROETHYLENE IODIDE	D
PENTAFLUROMONOCHELOROACETONE	D
PENTAFLUROPROPANOL	D
PENTAFLUROPROPENE	D
PENTAFLUROPROPIONILE CHLORIDE	D
PENTAFLUROPROPIONITRILE	D
PENTANE	B
PENTENE-1	B

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PERCHLOROETHANE	B
PERCHLORYL FLUORIDE	F
PERFLUORO-2-BUTENE	B
PERFLUOROACETONE	D
PERFLUOROACETYL CHLORIDE	D
PERFLUOROALKYL IODINE (FORALKYL)	D
PERFLUOROBUTADIENE	D
PERFLUOROBUTANE	D
PERFLUOROBUTANONE	D
PERFLUOROBUTENE	D
PERFLUOROBUTYRYL FLUORIDE	D
PERFLUOROCYCLOBUTANE (R318)	B
PERFLUOROCYCLOBUTENE	D
PERFLUOROCYCLOHEXENE	D
PERFLUORODIETHYL ETHER	D
PERFLUORODIMETHYL CYCLOBUTANE	B
PERFLUOROETHANE (R-125)	B
PERFLUOROETHYL IODIDE	D
PERFLUOROISOBUTENE	F
PERFLUOROISOBUTYLENE	F
PERFLUOROISOHEXANE	D
PERFLUOROMETHYLSULFONYL FLUORIDE	D
PERFLUOROPENTANE	D
PERFLUOROPROPANE	B
PERFLUOROPROPENE	B
PERFLUOROPROPIONITRILE	D
PERFLUOROPROPYL VINYL ETHER	B
PERFLUOROPROPYLENE	B
PERFLUOROPROPYLENE OXIDE	B
PETROLEUM DISTILLATES	B
PETROLEUM GASES, LIQUIFIED	S
PHENYL LITHIUM	F
PHENYL MAGNESIUM BROMIDE	F
PHENYL MAGNESIUM CHLORIDE	F
PHENYL MERCAPTAN	E
PHENYL SILANE	G
PHOSDRIN (LETHALAIRE G64)	D
PHOSGENE (CARBONYL CHLORIDE) * ⁴	E
PHOSPHINE *	E
PHOSPHORUS OXYCHLORIDE	C
PHOSPHORUS PENTAFLUORIDE	D
PHOSPHORUS TRIBROMIDE	C
PHOSPHORUS TRICHLORIDE	C
PHOSPHORUS TRIFLUORIDE	D
PHOSPHORYL CHLORIDE	C

⁴ Phosgene requires a leak test prior to shipment per 173 192 (c)(3) or requires to be overpacked in a cylinder salvage vessel

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PINACOLBORANE	F
PINANYL MERCAPTAN	E
PINENE	B
PIPERONYL BUTOXIDE	D
POLYAMINE ISOCYANATE	B
POLYMERIC MDI	B
POLYMETHYLALUMINOXANE	F
POLYMETHYLENE POLYPHENYL ISOCYANATE	B
PROPADIENE (ALLENE)	B
PROPANE (DIMETHYLMETHANE)	S
PROPANE DITHIOL	E
PROPANE TRITHIOL	E
PROPANETHIOL	E
PROPENE	B
PROPYL FLUORIDE	D
PROPYL MERCAPTAN	E
PROPYLENE	B
PROPYLENE OXIDE	B
PROPYNE (METHYLACETYLENE)	B
PURPLE K (FIRE EXTING)	A
PYRETHRINS	D
PYRETHRUM	D
R-11 (TRICHLOROFLUOROMETHANE)	S
R-111 (PENTACHLOROFLUROETHANE)	B
R-1112 (DICHLORODIFLUOROETHYLENE)	B
R-1113 (TRIFLUOROCHLOROETHYLENE)	G
R-112 (TETRACHLORODIFLUOROETHANE)	B
R-1123 (TRIFLUOROETHYLENE)	B
R-113 (TRICHLOROTRIFLUOROETHANE)	B
R-1131A (CHLOROFLUROETHYLENE)	B
R-1132A (DIFLUOROETHYLENE)	B
R-113B1 (BROMOTRIFLUOROETHYLENE)	B
R-114 (DICHLOROTETRAFLUROETHANE)	S
R-115(CHLOROPENTAFLUROETHANE)	B
R-116 (HEXAFLUROETHANE)	B
R-12 (DICHLORODIFLUOROMETHANE)	S
R-1211 (BROMOCHLORODIFLUOROMETHANE)	B
R-1216 (HEXAFLUROPROPYLENE)	B
R-123 (DICHLOROTRIFLUOROETHANE)	S
R-124 (CHLOROTETRAFLUROETHANE)	B
R-125 (PERFLUROETHANE)	B
R-12B2 (DIBROMODIFLOUROMETHANE)	B
R-13 (CHLOROTRIFLUORMETHANE)	B
R-1301 (BROMOTRIFLUOROMETHANE)	B
R-132 (DICHLORODIFLUOROETHANE)	B
R-133A (CHLOROTIRFLUROETHANE)	B
R-134A (TETRAFLUROETHANE 1,1,1,2)	S

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R-13B1 (BROMOTRIFLUOROMETHANE)	B
R-14 (TETRAFLUOROMETHANE)	B
R-141B (1,1 DICHLORO-1-FLUOROETHANE)	B
R-142B (1-CHLORO-1,1-DIFLUOROETHANE)	B
R-143 (TRIFLUOROETHANE)	B
R-152A (1,1-DIFLUOROETHANE)	B
R-161 (FLUOROETHANE)	B
R-21 (DICHLOROFUOROMETHANE)	B
R-212 (HEXACHLORODIFLUOROPROPANE)	B
R-213 (PENTACHLOROTRIFLUOROPROPANE)	B
R-215 (TRICHLOROPENTAFLUOROPROPANE)	B
R-217 (CHLOROHEPTAFLUOROPROPANE)	B
R-218 (OCTAFLUOROPROPANE)	B
R-22 (CHLORODIFLUOROMETHANE)	S
R-23 (TRIFLUOROMETHANE)	B
R-2402 (DIBROMOTETRAFLUROETHANE)	B
R-318 (PERFLUOROCYCLOBUTANE)	B
R-32 (METHYLENE FLUORIDE)	B
R-40 (METHYL CHLORIDE) (CHLOROMETHANE)	B
R-402A	B
R-404A	B
R-409A	B
R-41 (METHYL FLUORIDE)	B
R-500 (DICHLORODIFLUOROMETHANE & DIFLUOROETHANE)	S
R-502 (R-22 & RR-115 MIX)	S
R-503	B
R-C318 (OCTAFLUOROCYCLOBUTANE)	B
RESMETHRIN IN SOLUTION	D
RHENIUM HEXAFLUORIDE	G
SELECTRIDE-L (LITHIUM TRI-SEC-BUTYL BOROHYDRIDE)	F
SELENIUM CHLORIDE	C
SELENIUM HEXAFLUORIDE *	E
SELENIUM OXYCHLORIDE	C
SILANE	C
SILICON TETRABROMIDE	C
SILICON TETRACHLORIDE	D
SILICON TETRAFLUORIDE	E
SILICON TETRAHYDRIDE (SILANE)	C
SODIUM ALUMINUM DIETHYL DIHYDRIDE	F
SODIUM DIETHYLDIHYDROALUMINATE IN TOLUENE	F
SODIUM-POTASSIUM ALLOY	G
STANNIC CHLORIDE	D
STYRENE	D
SULFOTEPP(LETHALAIRE G57)	D
SULFUR CHLORIDE	C
SULFUR CHLOROPENTAFLUORIDE	E
SULFUR DICHLORIDE	C

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SULFUR DIOXIDE	C
SULFUR HEXAFLUORIDE	C
SULFUR MONOCHLORIDE	C
SULFUR PENTAFLUORIDE	E
SULFUR TETRACHLORIDE *	C
SULFUR TETRAFLUORIDE	E
SULFUR TRIOXIDE	G
SULFURIC ACID	C
SULFURYL CHLORIDE *	E
SULFURYL CHLORIDE FLUORIDE	G
SULFURYL FLUORIDE	E
TEAR GAS	G
TELLURIUMHEXAFLUORIDE *	E
TERT-BUTYL ARSINE	F
TERT-BUTYL FLUORIDE	D
TERT-BUTYL MERCAPTAN	E
TERT-BUTYL PHOSPHINE	F
TERT-DODECYLDISULFIDE	E
TERT-DODECYLMERCAPTAN	E
TERT-HEXADECYLMERCAPTAN	E
TERTIARY BUTYL ARSINE	F
TERT-OCTYLMERCAPTAN	E
TETRA ISOPROPYL TITANATE	B
TETRA-2-ETHYLHEXYLTITANATE	D
TETRACARBONYL NICKEL	F
TETRACHLORODIFLUOROETHANE (R-112)	B
TETRACHLOROETHYLENE	B
TETRACHLOROSILANE	D
TETRAETHYL LEAD	F
TETRAETHYL ORTHOSILICATE	B
TETRAETHYL PYROPHOSPHATE	D
TETRAETHYL TIN	F
TETRAFLUOROBENZENE (FLUOREZE)	D
TETRAFLUOROBENZENE, 1,2,3,5-	D
TETRAFLUOROETHANE 1,1,1,2 (R-134A)	S
TETRAFLUOROETHYLENE	B
TETRAFLUOROHYDRAZINE	G
TETRAFLUOROMETHANE (R-14)	B
TETRAFLUOROSILANE	E
TETRAHYDROFURAN	B
TETRAMETHYL METHANE	B
TETRAMETHYL TIN	D
TETRAMETHYLENE	B
TETRAMETHYLETHOXY SILANE	E
TETRAMETHYLMETHANE (NEOPENTANE)	B
TETRAMETHYLSILANE	B
TETRA-N-PROPYL TITANATE	G

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TETRA-N-PROPYL ZIRCONATE	G
TETRAPHENYL SILANE	B
THIOETHANOL	E
THIOLCYCLOBUTANE	E
THIONYL BROMIDE	D
THIONYL CHLORIDE	D
THIONYL FLUORIDE	D
TIN CHLORIDE	D
TIN DICHLORIDE (STANNOUS CHLORIDE)	D
TIN TETRACHLORIDE	D
TIN TETRACHLORIDE (STANNIC CHLORIDE)	D
TITANIUM TETRABROMIDE	D
TITANIUM TETRACHLORIDE	D
TITANIUM TETRAPROPOXIDE	G
TOLUENE	B
TOLUENE THIOL	E
TRANS-2-BUTENE	B
TRIALLYALUMINUM	G
TRIALLYLARSINE	F
TRIBROMOMETHANE (BROMOFORM)	B
TRIBUTYL ALUMINUM	F
TRIBUTYL BORANE	F
TRIBUTYL BORON	F
TRIBUTYLAMINE	C
TRIBUTYL TIN CHLORIDE	F
TRICHLOROACETYL CHLORIDE	D
TRICHLOROALUMINUM (ALUMINUM TRICHLORIDE)	C
TRICHLOROETHANE	B
TRICHLOROETHYLENE	B
TRICHLOROFLUOROMETHANE (R-11)	B
TRICHLOROMETHANE SULFONYL CHLORIDE	D
TRICHLOROPENTAFLUOROPROPANE (R-215)	B
TRICHLOROPHENYL SILANE	E
TRICHLOROSILANE	E
TRICHLOROTRIFLUOROETHANE (R-113)	B
TRICITRONELLYL ALUMINUM	G
TRIETHYL ALUMINUM	F
TRIETHYL ARSENIC	F
TRIETHYL BORANE	F
TRIETHYL BORON (TRIETHYL BORANE)	F
TRIETHYL GALLIUM	F
TRIETHYL INDIUM	F
TRIETHYL PHOSPHINE	F
TRIETHYLAMINE	C
TRIETHYLOXONIUM TETRAFLUOROBORATE	G
TRIFLUOROACETIC ANHYDRIDE	D
TRIFLUOROACETONE	D

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TRIFLUOROACETONITRILE	D
TRIFLUOROACETYL CHLORIDE	D
TRIFLUOROACETYL FLUORIDE	D
TRIFLUOROAMINE (NITROGEN TRIFLUORIDE)	G
TRIFLUOROBROMOMETHANE	B
TRIFLUOROCHLOROETHYLENE (R-1113)	G
TRIFLUOROCYANOMETHANE	D
TRIFLUOROETHANE	B
TRIFLUOROETHYL BROMIDE	D
TRIFLUOROETHYL CHLORIDE, 2,2,2-	D
TRIFLUOROETHYL IODIDE	D
TRIFLUOROETHYLENE (R-1123)	B
TRIFLUOROMETHANE (FLUOROFORM) (R-23)	B
TRIFLUOROMETHANE SULFONYL CHLORIDE	D
TRIFLUOROMETHANE SULFONYL FLUORIDE	D
TRIFLUOROMETHYL BROMIDE	D
TRIFLUOROMETHYL BUTYL TELLURIUM	G
TRIFLUOROMETHYL DISULFIDE	E
TRIFLUOROMETHYL HEXAFLUOROPROPANE	B
TRIFLUOROMETHYL HYDROFLUORITE	G
TRIFLUOROMETHYL HYPOFLUORITE	G
TRIFLUOROMETHYL IODIDE	B
TRIFLUOROMETHYL SILANE	E
TRIFLUOROMETHYLPROPENE	D
TRIFLUORONITROSOMETHANE	G
TRIFLUOROPHOSPHINE	G
TRIFLUOROPROPENE	B
TRIFLUOROPROPYNE-3,3,3-	B
TRIHXYL ALUMINUM	F
TRIISOBUTYL ALUMINUM	F
TRIISOBUTYL BORANE	F
TRIISOBUTYL PHOSPHINE	F
TRISOHEXYL ALUMINUM	F
TRIISOPROPYLALUMINUM	F
TRIMETHYL ACETYL CHLORIDE	D
TRIMETHYL ALUMINUM	F
TRIMETHYL ANTIMONY	F
TRIMETHYL ARSENIC	F
TRIMETHYL ARSINE	G
TRIMETHYL BISMUTH	F
TRIMETHYL BORANE (TRIMETHYL BORON)	F
TRIMETHYL BORATE	F
TRIMETHYL BORON	F
TRIMETHYL BUTOXY SILANE	E
TRIMETHYL ETHOXY SILANE	E
TRIMETHYL GALLIUM	F
TRIMETHYL INDIUM	F

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TRIMETHYL METHANE (ISOBUTANE)	B
TRIMETHYL PENTANE	B
TRIMETHYL PHOSPHINE	F
TRIMETHYL PHOSPHITE	F
TRIMETHYL SILANE	G
TRIMETHYL Silylamide	G
TRIMETHYL Silyl Cyanide	G
TRIMETHYLAMINE	C
TRIMETHYLCHLOROSILANE	E
TRIMETHYLETHOXY SILANE	E
TRIMETHYLFLUOROSILANE	E
TRIMETHYLHEXAMETHYLENE DIISOCYANATE	B
TRI-N-BUTYL ALUMINUM	F
TRI-N-BUTYL ANTIMONITE	G
TRI-N-BUTYL BORANE	F
TRI-N-BUTYL BORON	F
TRI-N-BUTYL PHOSPHINE	G
TRI-N-DECYLALUMINUM	F
TRIOCTYL ALUMINUM	F
TRIPHENYL SILANE	E
TRIPROPYL ALUMINUM	F
TRIS(3,7-DIMETHYL-6-OCTENYL) ALUMINUM	G
TRIS(DIMETHYLAMINO) ARSINE	F
TUNGSTEN BROMIDE	C
TUNGSTEN CARBONYL	F
TUNGSTEN CHLORIDE	C
TUNGSTEN FLUORIDE	C
TUNGSTEN HEXAFLUORIDE	D
UCAT-A CATALYST	G
VANADIUM CHLORIDE (VANADIUM TETRACHLORIDE)	D
VANADIUM OXYTRICHLORIDE	C
VANADIUM PENTAFLUORIDE	D
VANADIUM TETRACHLORIDE	D
VANADIUM TRICHLORIDE	D
VIKANE (SULFURYL FLUORIDE)	E
VINYL ACETATE MONOMER	E
VINYL BROMIDE	E
VINYL CHLORIDE	E
VINYL CHLORIDE	G
VINYL ETHYLENE	B
VINYL FLUORIDE	E
VINYL LITHIUM	G
VINYL MAGNESIUM BROMIDE	F
VINYL METHYL ETHER	B
VINYLDENE CHLORIDE	F
VINYLDENE FLUORIDE	B
WARFARIN	D

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XENON	A
XENON DIFLUORIDE	G
XENON HEXAFLUORIDE	G
XENON TETRAFLUORIDE	G

EXHIBIT 3
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES

**SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND
WOMEN BUSINESS ENTERPRISE COMMITMENT
(MBE/WBE Professional Services)**

I. Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:
- MBE Contract Goal: 25%
WBE Contract Goal: 5%
- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

- A. "**Minority Business Enterprise**" or "**MBE**" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "**Women Business Enterprise**" or "**WBE**" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. "**Directory**" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the

date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

- D. **“Area of Specialty”** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory. Credit toward this contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

- F. **“Contract Compliance Administrator”** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, **TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR**, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor’s MBE/WBE Utilization Plan shall not conclusively establish the contractor’s right to full MBE/WBE credit for that firm’s participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposers letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;

(3) Method of contact (written, telephone, facsimile, etc.)

c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

- (1) Project identification and location;
- (2) Classification/commodity of work items for which quotations were sought;
- (3) Date, item and location for acceptance of subcontractor bid proposals;
- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:

a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

- (1) A listing of all potential subcontractors contacted for a quotation on that work item;
- (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

- (1) The City's estimate for the work under a specific subcontract;
- (2) The bidder/proposers own estimate for the work under the subcontract;
- (3) An average of the bona fide prices quoted for the subcontract;
- (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidders MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

- A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor.
A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

- B. Letters of Certification.

A copy of each proposed MBE/WBE firms current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firms Area of Specialty. The MBE/WBE firms scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

- C. Joint Venture Agreements.

If the bidders/proposers MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

- D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidders Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractors final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractors notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator

(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Office of Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development - Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business
Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 10/16/03 (dlh)

ATTACHMENT A – ASSIST AGENCY

AFRICAN AMERICAN CONTRACTORS ASSOCIATION
3901 S. STATE
CHICAGO, IL 60653
PHONE #: (312) 915-5960
FAX #: (312) 567-9919
WEB: NONE
EMAIL: OMARAACA@HOTMAIL.COM
ATTN: OMAR SHAREEF, PRESIDENT

ASIAN AMERICAN ALLIANCE
222 W. CERMAK ROAD
SUITE 303
CHICAGO, IL 60616
PHONE #: (312) 293-1249
FAX #: (312) 293-3642
WEB: WWW.ASIANAMERICANALLIANCE.COM
EMAIL: CTAKADA@ASIANAMERICANALLIANCE.COM
ATTN: MITCH SCHNEIDER, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION
ENTERPRISES
333 N. OGDEN AVENUE
CHICAGO, IL 60607
PHONE #: (312) 563-0746
FAX #: (312) 666-1785
WEB: NONE
ATTN: PERRY NAKACHI, PRESIDENT

BLACK CONTRACTORS UNITED
400 W. 76TH STREET
SUITE 200
CHICAGO, IL 60620
PHONE #: (773) 483-4000
FAX #: (773) 483-4150
WEB: WWW.BLACKCONTRACTORSUNITED.COM
ATTN: FLORENCE COX, EXECUTIVE DIRECTOR

CHICAGO MINORITY BUSINESS DEVELOPMENT
COUNCIL, INC.
1 EAST WACKER DRIVE
SUITE 1200
CHICAGO, IL 60601
PHONE #: (312) 755-8880
FAX #: (312) 755-8890
WEB: WWW.CMBDC.ORG
ATTN: TRACYE SMITH, EXECUTIVE DIRECTOR

CHICAGO URBAN LEAGUE
220 S. STATE STREET
11TH FLOOR
CHICAGO, IL 60604
PHONE #: (312) 692-0766 EXT. 256
FAX #: (312) 692-0769
WEB: WWW.CUL-CHICAGO.ORG
EMAIL: JARCHIE@CUL-CHICAGO.ORG
ATTN: JOAN ARCHIE, DIRECTOR OF
EMPLOYMENT, COUNSELING & TRAINING

COSMOPOLITAN CHAMBER OF COMMERCE
560 WEST LAKE ST., SUITE 5TH FLOOR
CHICAGO, IL 60661
PHONE #: (312) 786-0212
FAX #: (312) 234-9807
WEB: WWW.CCHAMBER.ORG
ATTN: GLORIA BELL, EXECUTIVE DIRECTOR

FEDERATION OF WOMEN CONTRACTORS
5650 S. ARCHER AVENUE
CHICAGO, IL 60638
PHONE #: (312) 360-1122
FAX #: (312) 360-0239
WEB: WWW.FWCCHICAGO.COM/
ATTN: BETH DORIA, EXECUTIVE DIRECTOR

HISPANIC AMERICAN CONTRACTORS INDUSTRY
ASSOCIATION (HACIA)
901 WEST JACKSON BOULEVARD
SUITE 205
CHICAGO, IL 60607
PHONE #: (312) 666-5910
FAX #: (312) 666-5692
WEB: WWW.HACIAWORKS.ORG
EMAIL: MAILTO:CSATOY@HACIAWORKS.ORG
ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR

LATIN AMERICAN CHAMBER OF COMMERCE
3512 WEST FULLERTON AVENUE
CHICAGO, IL 60647
PHONE #: (773) 252-5211
FAX #: (773) 252-7065
WEB:
WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM
EMAIL:
LACC@LATINAMERICANCHAMBEROFCOMMERCE
ATTN: ANTHONY GUILLEN, DIRECTOR

ILLINOIS HISPANIC CHAMBER OF COMMERCE
(FORMERLY MACC)
33 N. LASALLE STREET
SUITE 1720
CHICAGO, IL 60602
PHONE #: (312) 372-3010
FAX #: (312) 372-3403
WEB: WWW.MACCBUSINESS.COM
ATTN: JUAN OCHOA, PRESIDENT & CEO

NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS
CHICAGO CHAPTER
330 S. WELLS STREET
SUITE 1110
CHICAGO, IL 60606
PHONE #: (312) 322-0990
FAX #: (312) 461-0238
WEB: WWW.NAWBOCHICAGO.ORG
EMAIL: INFO@NAWBOCHICAGO.COM
ATTN: CLAIR GREGOIRE, PRESIDENT

RAINBOW/PUSH COALITION
930 E. 50TH STREET
CHICAGO, IL 60615
PHONE #: (773) 256-2728
FAX #: (773) 256-2751
WEB: WWW.RAINBOWPUSH.ORG
ATTN: DONNA GAINES, DEPUTY DIRECTOR TRADE BUREAU

SUBURBAN BLACK CONTRACTORS
848 DODGE AVENUE
SUITE 347
EVANSTON, IL 60202
PHONE #: (847) 359-5356
FAX #: (847) 359-5367
WEB: NONE
ATTN: LARRY BULLOCK, PRESIDENT

SUCCESSFUL INDEPENDENT NETWORK ASSOCIATION (SIN)
STREET ADDRESS: 2100 W. WASHINGTON
CHICAGO, IL 60612
PHONE #: (312) 850-1665
FAX #: (312) 850-1665
WEB: NONE
ATTN: DIANE JONES, PRESIDENT
ATTN: ARNETTE KING, GENERAL MANAGER

MAILING ADDRESS: P.O. BOX 1113
CHICAGO, IL 60608

TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
2000 FIFTH AVENUE
ROOM R-201
RIVER GROVE, IL 60171
PHONE #: (708) 456-0300 EXT. 3714
FAX #: (708) 583-3114
WEB: WWW.TRITON.EDU
EMAIL: GBARNES@TRITON.EDU
ATTN: MARY ANN OLSON, DEAN OF WORKFORCE DEVELOPMENT

UPTOWN CENTER HULL HOUSE
4520 N. BEACON STREET
CHICAGO, IL 60640
PHONE #: (773) 561-3500
FAX #: (773) 561-3507
WEB: WWW.HULLHOUSE.ORG/EDU.HTM
Email: MAILTO:CROESCHLEY@HULLHOUSE.ORG
ATTN: CURT ROESCHLEY, DIRECTOR
SMALL BUSINESS DEVELOPMENT

WOMEN'S BUSINESS DEVELOPMENT CENTER
8 SOUTH MICHIGAN AVENUE
SUITE 400
CHICAGO, IL 60603
PHONE #: (312) 853-3477
FAX #: (312) 853-0145
WEB: WWW.WBDC.ORG
Email: MAILTO:HRATNER@WBDC.ORG
ATTN: HEDY RATNER, EXECUTIVE DIRECTOR

THE CHICAGO AREA GAY & LESBIAN CHAMBER OF COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660
PHONE #: (773) 303-0167
FAX #: (773) 303-0168
WEB: [HTTP://WWW.GLCHAMBER.ORG/](http://WWW.GLCHAMBER.ORG/)
BARRY A. FLYNN, EXECUTIVE DIRECTOR

rev. 3/17/05

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear _____:

(Bidder/Proposer) _____ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____ at _____
Name of Company Representative
Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

 - (b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

- A. Joint venture check signing:

- B. Authority to enter contracts on behalf of the joint venture:

- C. Signing, co-signing and/or collateralizing loans:

- D. Acquisition of lines of credit:

- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

- 1. Supervision of field operations: _____
- 2. Major purchases: _____
- 3. Estimating: _____
- 4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?
 Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

X.
joint

Please state any material facts of additional information pertinent to the control and structure of this venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 20____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

December 4, 2007

Shirley A. Conibear
Carnow, Conibear & Assoc., Ltd.
300 West Adams Street – Suite 1200
Chicago, Illinois 60606

07 DEC 31 AM 11:24

Annual Certificate Expires: April 1, 2009
Vendor Number: 145630

Dear Ms. Conibear:

We are pleased to inform you that **Carnow, Conibear & Assoc., Ltd.** has been certified as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **WBE** certification is valid until **April 1, 2013**; however your firm must be re-validated annually Your firm's next annual validation is required by **April 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

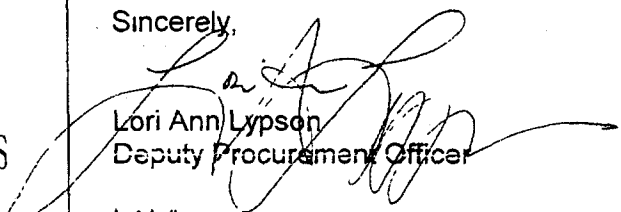
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of

**Environmental Consulting; Asbestos and Lead Services;
Industrial Hygiene Services; Project Management Services**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/lac

NEIGHBORHOODS



SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: Env. Response Services
Specification Number: 49024

From: Carnow, Conibear & Assoc., Ltd.
(Name of MBE/WBE Firm)

MBE: Yes _____ No X
WBE: Yes X No _____

To: SET Environmental, Inc. and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor
 Partnership
 Corporation
 Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8/13/07 11/15/07 to 12/1/07 for a period of five years.
4/1/08

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Professional services including, but not limited to: indoor air quality assessment, project management, remediation design, reporting and consulting.

The above described performance is offered for the following price and described terms of payment:

Depending upon requirements (DUR)
2.5% WBE cut 1

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

David Kedrowski
(Signature of Owner or Authorized Agent)

David Kedrowski / Exec. VP
Name / Title (Print)

11-6-07
Date

312.763.2928
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

April 10, 2007

Renault Robinson, President
Renault Robinson Staffing Associates
6 East Monroe Street
Chicago, Illinois 60603

Annual Certificate Expires:
Vendor Number:

November 1, 2008
1070629

Dear Mr. Robinson:

We are pleased to inform you that **Renault Robinson Staffing Associates** has been certified as an **MBE** by the City of Chicago. This **MBE** certification is valid until **November 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior to the date of expiration**. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return**. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Personnel Staffing; Janitorial Grounds Maintenance Staffing;
Business Consultant**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/ds



SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: Env. Response Services
Specification Number: 49024

RENAULT ROBINSON

From: STAFFING ASSOCIATES
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: SET Environmental, Inc. and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of April 10, 2007 to Nov. 1, 2008 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Supply appropriately trained staff to support environmental services
such as Household Hazardous Waste Facility. RR may also
be used to support the environmental assistance program (EAP).

The above described performance is offered for the following price and described terms of payment:

Depending Upon Requirements
10% MBE Cat 1

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Renault A. Robinson
(Signature of Owner or Authorized Agent)

RENAULT A. ROBINSON, PRESIDENT/CEO
Name/Title (Print)

NOVEMBER 30, 2007
Date

312/236-6169
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

May 11, 2007

Surendra N. Kumar
Hi-Tek Environmental, Inc., d/b/a
Stat Analysis Corporation
2255 West Harrison Street, Suite B
Chicago, Illinois 60612

Annual Certificate Expires: November 1, 2008
Vendor Number: 1057069

Dear Mr. Kumar

We are pleased to inform you that **Hi-Tek Environmental Inc., d/b/a Stat Analysis Corporation** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **November 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

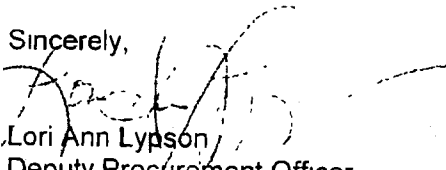
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Laboratory Analysis and Consulting; Asbestos Consulting; Industrial Hygiene Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/lac

NEIGHBORHOODS



Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract No.. Env. Response Services

Specification Number: 49024

From: HI-TEK Environmental, Inc - d/b/a Stat Analysis Corp. MBE: Yes X No
(Name of MBEI/WBE Firm) WBE: Yes No X

To: SET Environmental, Inc :
(Name of Prime contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of May 11, 2007 to November 1, 2008 for a period of one year and extended until March 1, 2006 (see attached).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

To provide laboratory analytical services.

The above described performance is offered for the following price and described terms of payment:

Depends upon specific requests (DUR) for services. It is estimated that participation will be as much as

\$ 10% MBE Cat 1

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within Three (3) working days of receipt of a signed contract from the City of Chicago.

Surendra Kumar
(Signature of Owner or Authorized Agent)

Surendra Kumar/President
Name/Title (Print)

November 29, 2007
Date

(312) 907-7896
Phone



September 28, 2007

Angelia Hopson
Safety Solutions, Inc.
799 Roosevelt Road Bld.-3 Suite 215
Glen Ellyn, IL 60137

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Annual Certificate Expires: February 1, 2009
Vendor Number: 1062747

Dear Ms. Hopson:

We are pleased to inform you that **Safety Solutions, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE) and Women Owned Business Enterprise (WBE)** by the City of Chicago. This **MBE/WBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Safety Consulting Services; Supplier of Safety, Health and Medical Supplies

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/dm

(Revised last name 9/26/07)



SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: Environmental Response Ser
Specification Number: 49024

From: Safety Solutions, Inc.
(Name of MBE/WBE Firm)

MBE: Yes No _____
WBE: Yes No _____

To: SET Environmental and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor Corporation
 Partnership Joint Venture

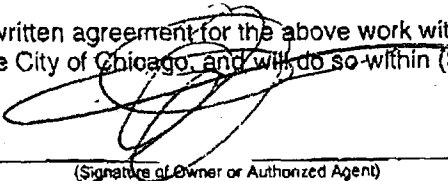
The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 4-2006 9/28/07 to 4-2007 2/1/09 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Contract Scheduling, reporting, record Keeping and Program Management

The above described performance is offered for the following price and described terms of payment:
Depending Upon Requirements (DUR)
5% MBE Cat 1

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.



(Signature of Owner or Authorized Agent)
Angelia Hopson, President
Name/Title (Print)
February 9, 2007
Date
630-793-0500
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

November 20, 2007

Kathy Lehnerer, President
Advanced Supply Company, Inc.
8901 West 192nd Street, Suite D
Mokena, Illinois 60448

Dear Ms. Lehnerer:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **WBE certification until March 1, 2008**.

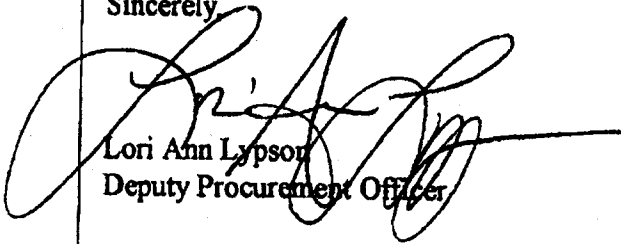
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward WBE goals in the following specialty areas(s):

**Supplier of Safety, Insulation and Asbestos and Lead
Abatement Materials**

If you have any questions, please contact our office at (312) 742-0766.

Sincerely,



Lori Ann Lypson
Deputy Procurement Officer

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SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: Env. Response Services
Specification Number: 49024

From: Advanced Supply Company
(Name of MBE/WBE Firm)

MBE: Yes _____ No X
WBE: Yes X No _____

To: SET Environmental, Inc. and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor
_____ Partnership
X Corporation
_____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 11/20/07 to 3/1/08 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Providing Supplies, PPE + absorbents

The above described performance is offered for the following price and described terms of payment:

Depending on requirements (DOR)
2.5% to WBE Cat 1

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Kathleen Lehner
(Signature of Owner or Authorized Agent)
Kathleen Lehner, Pres
Name/Title (Print)
12-3-07
Date
(708) 478-4660
Phone

SCHEDULE D-1

AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Project Description: 49024
Specification Number: Environmental Response Services

State of Illinois
County (City) of Cook

07 DEC -5 PM 4: 01

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:
SET Environmental, Inc.

Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)
- B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: Carnow, Conibear & Associates LTD

Address: 300 W. Adams St., Ste. 1200, Chicago, IL 60606

Contact Person: David Kedrowski M.S. CIH

Phone: (312) 762-2928

Address: 6 E. Monroe St., Ste. 1301, Chicago, IL 60603

Contact Person: Renault Robinson

Phone: (312) 236-6169

Dollar Amount Participation: \$ Depends upon requirements

Percent Amount of Participation: 10% MBE Cat 1 %

Schedule C-1 attached? Yes No *

*(see next page)

5. Name of MBE/WBE: Advanced Supply Company, Inc.

Address: 8901 W. 192nd St., Ste. D, Mokena, IL 60448

Contact Person: Kathleen Lehmerer

Phone: (708) 478-4660

Dollar Amount Participation: \$ Depends upon requirements

Percent Amount of Participation: 2.5 WBE Cat 1 %

Schedule C-1 attached? Yes No *

*(see next page)

6. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

C. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

D. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

E. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

Total Indirect WBE Participation \$ _____

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The Contractor designates the following person as their MBE/WBE Liaison Officer:

Name: Steve Pavlovich

Phone Number: (847) 537-9221

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

 12/5/07

Signature of Affiant (Date)

State of Illinois

County of Cook

This instrument was acknowledged before me on December 4, 2007 (date)

by _____ (name /s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of SET Environmental, Inc. (name of party on behalf of whom instrument executed)



Signature of Notary Public

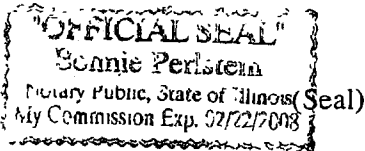


EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE OF INSURANCE

CONTRACT INSURANCE REQUIREMENTS
Department of Environment
Emergency Environmental Response Services
Category (1) - Hazardous Waste/Material Handling - 2007

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long Shore and Harbor Workers and Jones Act when applicable.

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, explosion, collapse, underground, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor may maintain limits of not less than \$1,000,000 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 combined single limit per occurrence for bodily injury and property damage. Coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of infectious waste, chemical waste, hazardous waste, and radioactive waste. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide or cause to be provided, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

5) Professional Liability

When any asbestos, biohazard waste, hazardous materials, toxicologists, and air pollution consultants, engineers, scientists or other environmental consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

6) Valuable Papers

When any media, data, records, reports, manifests and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, 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 \$2,000,000 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.

8) Property

Contractor must be responsible for all loss or damage to City property at replacement cost as a result of this Contract.

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

9) Marine Protection & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide or cause to be provided, Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injuries to crewmembers if not provided through other insurance, damage to wharves, piers, other structures and collision. The City of Chicago is to be named as an additional insured.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The 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 Contract 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 Contractor to obtain and maintain the specified coverages. The Contractor must 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. Non-fulfillment 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 sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverage 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 coverage 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 limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Contractor or subcontractors desire additional coverage, the party desiring the additional coverage is

responsible for the acquisition and cost.

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FF
SETENV1

DATE (MM/DD/YYYY)
01/02/08

PRODUCER

HNI Truck Group
 1621 Colonial Parkway
 Inverness IL 60067
 Phone: 847-330-5000 Fax: 847-705-1075

INSURED

SET Environmental Inc.
 450 Sumac Road
 Wheeling IL 60090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Steadfast Ins. Co.	
INSURER B	Zurich American Ins. Co.	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL0686138913	05/07/07	05/07/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> BI/PD Ded: \$50,000				PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER					
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	BAP686139013	05/07/07	05/07/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY					
		<input type="checkbox"/> ANY AUTO					
A		EXCESS/UMBRELLA LIABILITY	SEO790442113	05/07/07	05/07/08	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER					
A		CPL Pollution	PEC796871313	05/07/07	05/07/08		*See below
A		EIL Pollution	PLC686139113	05/07/07	05/07/08	\$1mm Occ	\$2mm agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Contr/E&O Prof Liab has \$3Mil Occ/ \$5Mil Agg Limit. City of Chicago is named additionally Insured as their interest may appear. City of Chicago is named additional insured for General liability, Auto liability on a primary and non contributory basis as their interest may appear. Valuable papers is included for a \$250,000 limit per occurrence.

CERTIFICATE HOLDER

City of Chicago
 General Contractor
 Licensing Program
 PO Box 388249
 Chicago IL 60638

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

NOTEPAD.

INSURED'S NAME SET Environmental Inc

OPID FF

DATE 01/02/08

Waiver of subrogation applies for the benefit of the City of Chicago, it's employees, elected officials, agents, or representatives.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FF
SETENV1

DATE (MM/DD/YYYY)
01/02/08

PRODUCER

HNI Truck Group
 1621 Colonial Parkway
 Inverness IL 60067
 Phone: 847-330-5000 Fax: 847-705-1075

INSURED
Chicago Transit Authority
 City of Chicago
 Designated Contractor:
 SET Environmental, Inc.
 121 N. LaSalle Street #403
 Chicago IL 60602

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Steadfast Insurance Company	26387
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSRD						
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	\$
A		RR Protectiv Liability	SC09169726-00	01/01/08	01/01/09	Each Occ Agg	2,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

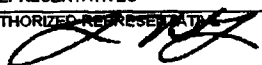
CERTIFICATE HOLDER

City of Chicago
 Procurement Dept.
 City Hall
 121 N. LaSalle St. #403
 Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JJ
SETENV1

DATE (MM/DD/YYYY)
01/02/08

PRODUCER Cottingham & Butler, Inc. 800 Main Street Dubuque IA 52001 Phone: 563-587-5000 Fax: 563-583-7339	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED SET Environmental, Inc. 450 Sumac Road Wheeling IL 60090	INSURER A - Discover Property & Casualty	36463
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, YOU MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOULD NOT HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIED PER POLICY <input type="checkbox"/> PER OCCURRENCE <input type="checkbox"/> LOG				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (E3 0001 0000) \$ MEDICAL (ANY PERSON) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				CONTAINED SINGLE LIMIT (E3 0001 0000) \$ SOCIAL INJURY (E3 0001 0000) \$ SOCIAL INJURY (E3 0001 0000) \$ PROPERTY DAMAGE (E3 0001 0000) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER MEMBER EXCLUDED. It was described under SPECIAL PROVISIONS 04-14.	D200W00224	03/01/07	03/01/08	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS (E3 0001 0000) EL - EACH ACCIDENT \$ 1000000 EL - DISEASE - EA EMPLOYEE \$ 1000000 EL - DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

FAX: 312-744-4627 FAX: 708-430-8055

A waiver of subrogation has been applied in favor of the certificate holder with respect to the Workers Compensation policy.

*Except for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

CICHL1

City of Chicago
 Room 804 & 403
 121 N. LaSalle Street
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Richard J. W. Key

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FM DATE (MM/DD/YYYY)
 SETENV1 01/07/08

PRODUCER HNI Truck Group 1621 Colonial Parkway Inverness IL 60067 Phone: 847-330-5000 Fax: 847-705-1075	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED SET Environmental, Inc. 450 Sumac Road Wheeling IL 60090-6350	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">INSURERS AFFORDING COVERAGE</td> <td style="width:30%;">NAIC #</td> </tr> <tr> <td>INSURER A Zurich American Ins Co</td> <td></td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A Zurich American Ins Co		INSURER B		INSURER C		INSURER D		INSURER E	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A Zurich American Ins Co													
INSURER B													
INSURER C													
INSURER D													
INSURER E													

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E L EACH ACCIDENT	\$	E L DISEASE - EA EMPLOYEE	\$	E L DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E L EACH ACCIDENT	\$												
E L DISEASE - EA EMPLOYEE	\$												
E L DISEASE - POLICY LIMIT	\$												
	OTHER A Marine Protection & Indemnity	MH5843283	01/04/08	01/04/09	Limit \$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Chicago is named additional insured as their interest may appear.

CERTIFICATE HOLDER City of Chicago Procurement Dept. City Hall 121 N. LaSalle St. #403 Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE:
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Category (1) - Hazardous Waste/Material Handling INSURANCE CERTIFICATE OF COVERAGE

Name Insured:	SET Environmental, Inc.	Specification #:	49024
Address (Street):	450 Sumac Road	RFP:	
(City/State/Zip)	Wheeling, IL 60090	Project #:	
		Contract #:	
Description of Operation/Location: Environmental Response Services			

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability	Steadfast	GLO 6861389	5/7/08	CSL Per Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products/Completed Operations Aggregate \$ 2,000,000
<input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occurrence				
<input checked="" type="checkbox"/> Premise Operations				
<input checked="" type="checkbox"/> Explosion/Collapse-Underground				
<input checked="" type="checkbox"/> Products/Completed-Operations				
<input checked="" type="checkbox"/> Blanket Contractual				
<input checked="" type="checkbox"/> Broad Form Property Damage				
<input checked="" type="checkbox"/> Independent Contractors				
<input checked="" type="checkbox"/> Personal Injury				
<input checked="" type="checkbox"/> Pollution				
Automobile Liability	Zurich American	BAP6861390*		CSL Per Occurrence \$ 1,000,000 Each Occurrence \$ 10,000,000
<input checked="" type="checkbox"/> Excess Liability	Steadfast	SEO 7904421	5/7/08	
<input type="checkbox"/> Umbrella Liability				
Worker's Compensation and Employer's Liability				Statutory/Minic Employers Liability \$
Builders Risk/Course of Construction				Amount of Contract \$
Professional Liability				\$
Owner Contractors Protective				\$
Other				\$

- 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	Signature of Authorized Rep
City of Chicago	Agency/Company: HNI Truck Group
Procurement Department	Address: 1621 Colonial Parkway, Inverness
121 N. LaSalle St., #403	IL 60067 (847)-330-5000
Chicago, IL 60602	Telephone

For City use only

Name of City Department requesting certificate: (Using Dept.)			
Address:	ZIP Code:	Attention:	

Specification Number: 49024, Environmental Response Services, Page 86 of 87

*Expiration date: 5/7/08



January 10, 2008

Mr. Hugo Zapata
City of Chicago

BY FAX : 312-744-7679

Re: SET Environmental, Inc. (SET)
Certificate(s) of Insurance

Dear Mr. Zapata:

I have been asked to write to you in order to clarify two issues on the certificates of insurance which we have previously forwarded to your attention. Please be aware of the following;

- 1.) Property Insurance - The insurance in place for SET includes Property and General Liability. Further to this, the Property Insurance includes ANY personal property NOT owned by SET, but in their care, custody and control for an amount of \$250,000. I trust this limit is sufficient. In addition, the General Liability coverage provides Liability for any property damage SET is deemed to be liable for. For this coverage, they have a \$1,000,000 primary limit and an additional \$10,000,000 Umbrella policy, which gives them a total limit of \$11,000,000.
- 2.) With Regard to the Automobile Liability coverage, there is a \$1,000,000 limit provided by the primary policy. Here again, the Umbrella policy provides an additional \$10,000,000 which gives SET a total limit of \$11,000,000 on Auto Liability.

After your review of the above, I would be glad to discuss any other questions you may have.

Thank you,

HNI Truck Group



Jim Jenkins
Director
Risk Management Services

EXHIBIT 6
LIST OF KEY PERSONNEL



SET Environmental, Inc.
450 Sumac Road
Wheeling, IL 60090
Ph: 847/537-9221 Fx: 847/537-9265

LIST OF KEY PERSONNEL

SET is the largest Illinois based, privately held environmental services provider in the Chicagoland area. SET's corporate headquarters is located in Wheeling, Illinois with another field services office located in Glenwood Illinois.

SET Personnel

1. Account Manager – Mike Kasal
 - a. Act as liaison between DOE and SET
 - b. Supply SET operations with project goals, customer expectations, pertinent information to execute scope of work
 - c. Ensure SET is exceeding customer expectations
2. Inside Sales Support – Vicky Craddock
 - a. Supports Account Manager
 - b. Helps prepare estimates for scope of work
 - c. Helps arrange disposal disposition for material encountered during emergency response activities, environmental assistance work, or remediation projects
3. Operations Manager – Joel Tameling
 - a. Coordinates SET field crews
 - b. Allocates equipment and labor resources to ensure work is being performed efficiently
4. Field Services Dispatch
 - a. Jesse Tameling
 - b. Jim Decker
 - c. Dan Bulthuis
 - d. Dispatches labor and equipment to perform environmental field services and asbestos work.
 - e. Coordinates with SET team partners and notifies team members of schedules and deadlines
5. Transportation Dispatch
 - a. Jay Scheffler
 - b. Gordon Blue
 - c. Dispatches permitted trucks, tankers, high vacuum trucks, roll off boxes and end dump trucks to pick up and transport waste to designated recycling or disposal facility.
6. Emergency Response Manager
 - a. Mark Parquette
 - b. John Peter San Nicolas
 - c. John Mascio

- d. Kyle Carter
- e. Howard Hoekstra
- f. On-call after hours 24/7, 365-days a year to respond to emergency response situations for the City
- 7. **HHW Chemist/ Project Manager**
 - a. James Thomas
 - b. Currently, SET provides 1 project manager and 1 field chemist to support the HHW site operation at 1150 N North Branch
- 8. **EAP Chemist**
 - a. Jim Williams
 - b. SET would provide a field chemist with a permitted truck with basic response equipment to support the material recycling and reuse facilities
- 9. **SET Professionals**
 - a. Scot Skoog, P.E
 - b. Bijan Saeedi
 - c. Jeremy Meek
 - d. Melissa Kreke
 - e. Steve Pavlovich
 - f. SET Professionals support the operations group in executing environmental services work. Examples include:
 - i. Unknown forensic identification analysis
 - ii. Design and build remediation systems
 - iii. Identifying alternative disposal and recycling options for Household Hazardous Wastes
 - iv. Determining applicable RCRA waste codes
 - v. Determining DOT compliant shipping containers and packaging
 - vi. Quality assurance on waste stream approvals, shipping documentation, remedial action completion reports
 - vii. Corporate Safety performing on site safety inspections to ensure compliance with OSHA, DOT and IEPA regulations
- 10. **Field Services Supervisors**
 - a. Anthony Sou
 - b. Terry Moore
 - c. Brian Murray
 - d. Kirk Kibbons
 - e. SET Field Services Supervisors execute environmental services work on a standard 1 to 2-day response as directed by the DOE

SET Field Services Personnel in the Chicagoland Area Available for City of Chicago Program

NAME	TITLE	EDUCATION	YRS. EXP	Location
Pat Moon	Chemist	MA Chem. Sciences	6.25	Wheeling
Hemang Rana	Chemist	BS Biology	1.5	Wheeling
George Manning	Driver/Technician	AS-Auto Tech	2.25	Wheeling
Antoine Madison	Driver/Technician	AS-Buisines	1	Wheeling
Vannak Khy	Foreman	BC-CIS	2.25	Wheeling
Alfredo Palomino	Foreman	High School	1.5	Glenwood
Memo Monarrez	Foreman	High School	1.5	Wheeling
Joel Santillan	Foreman	High School	2.25	Glenwood
Robert Santillan	Foreman	High School	3.5	Glenwood
Felipe Pasalo	Foreman	AS-Auto Tech	4.5	Wheeling
Kieth Holyfield	Foreman	High School	5	Glenwood
Anthony Sou	Supervisor	BS	2.75	Wheeling
Terry Moore	Supervisor	High School	6.75	Wheeling
Kirk Kibbons	Supervisor	High School	8	Glenwood
Brian Murray	Supervisor	AS-Env. Science	0.5	Wheeling
Gau Medina	Technician	High School	3.75	Wheeling
Jammy Albios	Technician	AS-Graphic Design	2.5	Wheeling
Jon Albios	Technician	BSN	1.75	Wheeling
Marcos Bosita	Technician	High School	1.75	Wheeling
Sambo Choeun	Technician	High School	1.75	Wheeling
Roy Claudio	Technician	High School	1.5	Wheeling
Mike Lou	Technician	High School	1.5	Wheeling
Bill David	Technician	BA-Law Enforcement	1.5	Wheeling
Luis Vega	Technician	High School	1.5	Wheeling
Ruben Elizalde	Technician	High School	1.25	Wheeling
Rey Vega	Technician	High School	1.25	Wheeling
David Nadal	Technician	High School	1.25	Wheeling
Steve Przepszniak	Technician	High School	0.5	Wheeling
James Donbar	Technician	High School	1	Wheeling
Josh Swierenga	Technician	BA-Buisines	1.5	Wheeling
Mike Lanenga	Technician	BA-Buisines	0.5	Wheeling
Sopana Bour	Technician	High School	0.5	Wheeling
Kim Sim	Technician	High School	1	Wheeling
Steve Engbers	Technician	BS-Criminal Justice	0.2	Wheeling
Shaun Dekker	Technician	High School	0.5	Wheeling
Aaron Sangot	Technician	BA Fine Arts	1	Wheeling
James Voss	Technician	High School	0.5	Glenwood
Todd Hasselbrung	Technician	High School	0.5	Glenwood
Luke Barr	Technician	High School/ARMY	1	Wheeling
Nate Bartley	Technician	BA-Architech Studies	1	Wheeling
Tony Fries	Technician	High School	1	Wheeling
Chris Yeazel	Technician	High School	1	Wheeling
Ron Kovar	Technician	BA-Buisines	1	Wheeling

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 11 DAY OF September, 2015

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1445-14201

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 60,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)