

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with _____ for the product and/or services described herein.

(Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # _____, copy attached) or _____ Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the _____

(Attach List)

Pre-Assigned Specification No. _____

(Program Name)

Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____

Company or Agency Name: THE MORTON ARBORETUM

Specification #: _____

Contract or Program Description: TREE DEK PROJECT

Mod. #: _____

(Attach List, if multiple)

DR. GARY W. WATSON

Vaneta H. Smith 312/744-2881

Originator Name

Telephone

Vaneta H. Smith STK SANITATION

Signature

Department

Date

Indicate SEE ATTACHED in each box below if additional space needed:

() PROCUREMENT HISTORY

SEE ATTACHED

() ESTIMATED COST

SEE ATTACHED -

() SCHEDULE REQUIREMENTS

SEE ATTACHED

() EXCLUSIVE OR UNIQUE CAPABILITY

SEE ATTACHED

() OTHER

SEE ATTACHED

APPROVED BY

A Sanchez
DEPARTMENT HEAD
OR DESIGNEE

DATE

BOARD CHAIRPERSON

DATE

PROCUREMENT HISTORY

The Department of Streets & Sanitation, Bureau of Forestry thru the Illinois Department of Commerce and Economic Opportunity obtained Grant #04-44115 for the Tree Dek Project listing The Morton Arboretum / Dr Gary W. Watson within the Proposed Budget as Delegate Agency.

Dr Gary Watson will provide the research study and technical assistance needed for the Bureau of Forestry to meet the reporting requirements of the Grant.

The Morton Arboretum successfully prepared the study for the Department's Green Street Program several years ago.

ESTIMATED COST

The Morton Arboretum has provided a Budget Cost of \$103,380.00.

SCHEDULE REQUIREMENTS

The work start up should begin as soon as possible since weather plays a major part in the project. There is a possibility if the program is schedule to start in the spring, the ground could be too wet and further delay the start of the project.

EXCLUSIVE OR UNIQUE CAPABILITY

Dr Gary W Watson is a recognized authority world wide on tree health and tree root systems.

He is experienced in the performance of the technical services and the operational requirements needed by the Department of Streets and Sanitation, Bureau of Forestry in this Grant as he provided in the Green Street Program.

Curriculum Vitae
GARY W. WATSON

OFFICE: The Morton Arboretum
4100 Illinois Route 53
Lisle, IL 60532
(630) 719-2415
E-mail: gwatson@mortonarb.org

HOME: 1531 Chickasaw Dr.
Naperville, IL 60563
(630) 355-6649

EDUCATION:

Ph.D. University of Illinois, Urbana, Illinois, Plant pathology (1981)
M.S. Western Illinois University, Macomb, Illinois, Biological Sciences (1976)
B.S. Western Illinois University, Macomb, Illinois, Zoology major, chemistry minor (1973)

POSITIONS HELD:

1999- Senior Research Scientist, *The Morton Arboretum, Lisle, Illinois*
2004- Adjunct Faculty Appointment, *NRES Department, University of Illinois, Urbana, IL*
1986-99 Root System Biologist, *The Morton Arboretum, Lisle, Illinois*
1992-95 Plant Clinic Manager, *The Morton Arboretum, Lisle, Illinois*
1980-86 Assistant to the Director (administrative appointment), *MSU-DOE Plant Research Laboratory, Michigan State University, East Lansing, Michigan*
1977-78 Tree care and landscape sales and consulting, *Theodore Brickman Co., Long Grove, Illinois*

AWARDS:

International Society of Arboriculture Award for Arboricultural Research (1993)
Illinois Arborist Association Honorary Life Award (1994)
Arboricultural Research and Education Academy Past President Award (1995)
Illinois Arborist Association Past President Award (1995)
Illinois Arborist Association Award of Merit (1997)
International Society of Arboriculture Past President Award (2000)
International Society of Arboriculture Richard W. Harris Author Citation Award (2002)

ELECTED OFFICES:

Arboricultural Research and Education Academy (AREA) Secretary Treasurer 1986-90
AREA Vice-president, President-elect, President 1991-95
Illinois Arborist Association (IAA) Board of Governors, 1987-90
IAA Vice-president, President-elect, President 1991-95
International Society of Arboriculture Vice-president, President-elect, President 1997-2001

PROFESSIONAL ORGANIZATION PARTICIPATION:

Illinois Arborist Association

- Board of Directors, 2001-present
- Program Committee, Chair 2001-present

- Tree Valuation Committee (chair), 1992-94
- Scholarship Committee, 1990-1996

International Society of Arboriculture

- Education Committee, 1987-91
- Annual Conference Program Committee, 1992-present
- Organizational Review Committee, 1998-2000
- Journal of Arboriculture Review Committee, Chair 1999
- International Development Committee, 2001-present
- Best Management Practices Committee, 2000-present

Tree Research and Education Endowment Fund

- Board of Trustees 1997-present
- Research Committee 1999-present, Chair 2001-present
- National Urban and Community Forestry Research and Technology Transfer Assessment, Chair 1999-2002

Metropolitan Tree Improvement Alliance [METRIA]

- Newsletter Editor, 1988-91
- Executive Council, 1990-94

PROFESSIONAL AND COMMUNITY SERVICE:

National Urban and Community Forestry Research and Technology Transfer Assessment, Chair 1999-2002

COST (Cooperation on Scientific and Technical Research) Action E-12: Urban Forests and Trees

- Mid-term Evaluation Committee (non-European representative)

Myerscough College Technical Advisory Board for On-line arboriculture curriculum.

The (Chicago) Mayor's Landscape Task Force, 1998-present

- Landscape Ordinance Review Committee
- Streetscape Committee
- Parks and Open Space Committee

Conferences Organized:

- Arboriculture and Urban Forestry Symposium for Researchers and Educators, 1997
- Trees & Buildings Conference, 1995
- The Landscape Below Ground Research Symposium and Workshop, 1993, 1998
- AREA Contributed Paper Session for ISA Conference, 1987-1995
- Metropolitan Tree Improvement Alliance Conference (Co-chair), 1990
- International Society of Arboriculture Annual Conference (Field Day Chair), 1989
- Illinois Arborist Association Summer Seminar (Co-chair), 1986-1991

Invited participant in the National Urban Forestry Research Summit sponsored by the U.S.D.A. Forest Service, April 1991, Washington, D.C.

Grant proposal review for the United States Department of Agriculture Small Business Innovation Research Program.

EDITORIAL EXPERIENCE:

- Journal of Arboriculture Editorial Board (1992-1996).

- Journal of Environmental Horticulture Editorial Board (1994-present)
- Urban Forestry & Urban Greening Editorial Board (2002-present)
- Co-Editor of the Landscape Below Ground Proceedings (1993 and 1998)
- Co-Editor of the Trees & Buildings Conference Proceedings (1995)
- Editor of Urban Forestry Laboratory Exercises for Elementary, Middle and High School students.
- Editor of the METRIA: 7 Conference Proceedings.
- Co-editor of the Urban Vegetation Laboratory Newsletter (1988-1991).
- Morton Arboretum Editorial Advisory Committee (1990-1995).
- Editor of the METRIA Newsletter (1988-90).

TEACHING ACTIVITIES:

College level guest lectures/shared teaching

- NRES Off Campus Graduate Studies Program
- University of Illinois Horticulture Department
- Joliet Junior College
- University of Wisconsin, Stevens Point
- Cooperative College Botany Program

Graduate Committee Service

- E. Thomas Smiley, Michigan State University (1985-Forestry Dept.). Currently Plant Pathologist/Soil Scientist, Bartlett Tree Research Laboratories, Charlotte, North Carolina
- Kerstin von der Heide, Northern Illinois University (1989-Biology Dept.) Currently Assistant City Forester, Downers Grove, Illinois
- Alicia Chacalo Hilu, Universidad Autonoma Metropolitana, Mexico City (1994-)
- Angela Hewitt, University of Illinois (NRES Department)

Green Industry Professionals

- Many presentations each year for professional groups.

Arborist Certification Training

GRANTS RECEIVED 1990 -PRESENT:

National Urban and Community Forestry Advisory Council
(2004 -\$109,367 for structural root depth research)

The Care of Trees, Wheeling, Illinois

(1991-present -ongoing support for tree root system research - \$100,000+)

Rainbow TreeCare Scientific Advancements, Minneapolis, Minnesota

(2000-2004 - \$47,000 for tree growth regulator research)

Bartlett Tree Experts, Stamford, Connecticut

(2003-present - \$2,500/year for intern support)

U.S.D.A. Forest Service Northeastern Area State & Private Forestry

(2000-2001 - \$80,000 for Asian Longhorn Beetle Outreach and Communication)

J. Frank Schmidt Family Charitable Trust.

(1996-present - \$20,000+ for transplanting research)

Horticulture Research Institute

(1980, 1982, 1989, 1996, 2003 - \$14,000 for specific root research projects).

DowElanco

(1995-99 - \$35,000 for root system research)
International Society of Arboriculture Research Trust Grant
(1981, 1987-90, 1995, 1997, 1998 - \$28,000 for root research projects).
North Central Experiment Station
(1992 - \$55,000 for tree appraisal research and Urban Forestry curriculum development).
U.S.D.A. Forest Service Urban Forestry Center for the Midwestern States
(1992-4 - \$38,200 for technology transfer).
U.S.D.A. Forest Service Natural Resource Conservation Education Challenge Grant
(1992 - \$20,000 to develop primary and secondary school Urban Forestry curriculum).
Illinois Arborist Association
(1992 - \$10,000 for arboricultural research at the Arboretum).
U.S.D.A. Forest Service Northeastern Experiment Station
(1993 - \$6,000 for the Landscape Below Ground Conference)
Illinois Department of Conservation
(1993 - \$5,000 for Landscape Below Ground video production).
Winnetka, Illinois Garden Club
(1993-7 - \$4,000 for root system research).

PUBLICATIONS 1990 -PRESENT:

BOOKS

Makra, E. and G. Watson. 2003. A revised National Research and Technology Transfer Agenda for Urban and Community Forestry. TREE Fund, Champaign, Illinois. 68pp.
Neely, D. and G. Watson (eds). 1998. *Landscape Below Ground II*. International Society of Arboriculture, Champaign, Illinois. 265pp.
Watson, G. W. and E.B. Himelick. 1997. *Principles and Practice of Transplanting Trees and Shurbs*. International Society of Arboriculture, Savoy, Illinois. 200pp.
Watson, G. W. and Dan Neely (Eds.) 1995. *Trees & Building Sites: Proceedings of an International Conference Held in the Interest of Developing A Scientific Basis for Managing Trees in Proximity to Buildings*. International Society of Arboriculture, Savoy, Illinois. 191pp.
Watson, G. W. (Ed). 1995. *Urban Forestry Laboratory Exercises for Elementary, Middle and High School Students*. 200pp.
Watson, G. W. and D. Neely (Eds.) 1994. *The Landscape Below Ground: Proceedings of the International Workshop on Tree Root Development in Urban Soils*. International Society of Arboriculture, Savoy, Illinois.
Watson, G. W. 1994. *Tree Care Handbook*. Morton Arboretum, Lisle, Illinois.

REFEREED JOURNALS

Watson, Gary W. and E.B. Himelick. 2004. *The Effects of Soil pH, Root Density and Tree Growth Regulator Treatments on Pin Oak Chlorosis*. J. Arboriculture 30:172-178.
Watson, Gary W. 2004. *Effect of Paclobutrazol and Transplanting on Root Growth of Green Column Black Maple and Summit Green Ash*. J. Environ. Hort (in press)
Watson, Gary W. 2002. *Soil Replacement: Long-Term Results*. J. Arboriculture 28:229-230
Dwyer, John F., David J. Nowak, and Gary W. Watson. 2002. *Future Directions for Urban Forestry Research in the United States*. J. Arboriculture 28:23-236

- Watson, G. 2002. *Comparing Formula Methods of Tree Appraisal*. J. Arboriculture 28:11-18
- Watson, G. 2001. *Soil Applied Paclobutrazol Affects Root Growth, Shoot Growth And Water Potential Of American Elm Seedlings*. J. Environ. Hort. 19:199-122
- Watson, G. 2001. *A Study of CTLA Formula Values*. Journal of Arboriculture 27:289-297.
- Watson, G. W. 2000. *Tree Root System Enhancement With Paclobutrazol*. pp. 131-136 In A. Stokes (ed.), *The Supporting Roots of Trees and Woody Plants: Form, Function and Physiology*, In the series: 'Developments in Plant and Soil Sciences,' Kluwer Academic Publishers, Dordrecht.
- Chacalo, A., G. Watson, R. Bye, V. Ordaz, A. Aldama, H.J. Vazquez. 2000. *Root Growth of Quercus crassifolia, Q. crassipes and Fraxinus uhdei in Two Different Soil Types*. J. Arboriculture 26:30-37.
- Watson, G.W. 1998. *The Effects of Root Loss and Compensatory Pruning*. J. Arboriculture 24:47-53.
- Watson, G.W. and S. Clark. 1997. *When The Roots Go Round And Round*. Arboricultural J. 21:347-356.
- Watson, G.W. 1996. *Tree Root System Enhancement with Paclobutrazol*. J. Arboriculture 22:211-217.
- Watson, G.W., P.K. Kelsey, and K. Woodtli. 1996. *Replacing Soil in the Root Zone of Mature Trees for Better Growth*. J. Arboriculture 22:167-173.
- Watson, G. W. 1994. *Root Growth Response to Fertilizers*. J. Arboriculture 20:4-8.
- Watson, G. W. and S. Clark. 1993. *Regeneration of Girdling Roots After Corrective treatment*. J. Arboriculture 19:278-80.
- Watson, G. W., W.C. Crowley and V. Heywood. 1993. *Arboreta and Botanic Gardens of North America*. Hort. Review. 15:1-61.
- Watson, G. W., G. Kupkowski and K.G. von der Heide-Spravka. 1993. *The Influence of Backfill Soil Amendments of Establishment of Container-Grown Shrubs*. HortTechnology 3:188-189.
- von der Heide, Kerstin and G. W. Watson. 1992. *Directional Variation in Little-leaf Linden (Tilia cordata Mill.) Crown Development*. Arboricultural J. 16:243-252.
- Watson, G. W., G. Kupkowski and K.G. von der Heide-Spravka. 1992. *The Effect of Backfill soil Texture and Planting Hole Shape on Root Regeneration of Transplanted Green Ash*. J. Arboriculture 18:130-135.
- Watson, G. W., and G. Kupkowski. 1991. *Soil Moisture Uptake by Green Ash Trees after Transplanting*. J. Environ. Hort. 9:227-230.
- Watson, G. W. 1991. *Care and Development of Urban Trees*. pp. 33-35. In *A National Research Agenda for Urban Forestry in the 1990's*. International Society of Arboriculture, Urbana, IL.
- Watson, G. W., G. Kupkowski and K. von der Heide. 1991. *Pin Oak Root Injury From Soil Acidification with Sulfuric Acid*. J. Environ. Hort. 9:102-105.
- Watson, G. W. 1991. *Attaining Root:Crown Balance in Landscape Trees*. J. Arboriculture 17:211-216.
- Watson, G. W. and G. Kupkowski. 1991. *Effects of a Deep Layer of Mulch on the Soil Environment and Tree Root Growth*. J. Arboriculture 17:242-245.
- Watson, G. W., Kerstin G. von der Heide-Spravka, and V. K. Howe. 1990. *Ecological Significance of Endo-/ Ectomycorrhizae in the Oak Sub-genus Erythrobalanus*. Arboricultural J. 14:107-116.
- Smiley, E. Thomas, G. W. Watson, B.R. Fraedrich and D.C. Booth. 1990. *Evaluation of Soil Aeration Equipment*. J. Arboriculture 16:118-123.

- Himelick, E.B. and G.W. Watson. 1990. *Reduction of Oak Chlorosis with Wood Chip Mulch Treatments*. J. Arboriculture 16:275-278.
- Watson, G. W., S. Clark and K. Johnson. 1990. *Formation of Girdling Roots*. J. Arboriculture 16:197-202.
- von der Heide-Spravka, K. and G. W. Watson. 1990. *Directional Variation in the Growth of Trees*. J. Arboriculture 16:169-173.

CONFERENCE PROCEEDINGS

- Watson, G. 2004. *How To Promote And Enhance The Root Vitality On Veteran Trees: Responses To Natural And Chemical Products. The Trees of History - Protection and exploitation of veteran trees*", April 1-2, Torino, Italy
- Watson, G. 2000. *Tree Root And Infrastructure Conflicts: The Past and Future with ISA* pp. 26-28, *In Proceedings of the Strategies to Reduce Infrastructure Damage by Tree Roots Symposium*. Western Chapter, International Society of Arboriculture, Cohasset, CA
- Dwyer, J.F., D.J. Nowak, G.W. Watson. 2000. *Urban Forestry Research in the United States: The State of the Art and Future Prospects*. Proceedings of the International Union of Forestry Research Organizations conference, August 12, Koala Lampur, Malaysia.
- Watson, G. W. 1999. *What Do We Really Know About Construction Damage To Tree Roots?* *In the Proceedings of the New Zealand Arboriculture Association Conference*, Auckland, New Zealand, November 25-28.
- Watson, G. 1998. *Root Growth in Urban Soils*. *In Proceedings of the Association Espanol de Arboricultura*, Terassa, Spain, June.
- Watson, G. 1998. *Successful Tree Planting*". *In Proceedings of the Association Espanol de Arboricultura*, Terassa, Spain, June.
- Watson, G.W. 1998. *Root Growth In Urban Soils*. pp. 18-23 *In Proceedings of the Southern Illinois Grounds Maintenance School*, Collinsville, Illinois.
- Watson, G.W. 1997. *Complete tree planting*. *In Proceedings of the Arboriculture: More Than Trees Conference*. University of Waikato, New Zealand, November.
- Watson, G.W. 1997. *Soils And Tree Root Growth*. *In Proceedings of the Arboriculture: More Than Trees Conference*. University of Waikato, New Zealand, November
- Watson, G.W. 1997. *Tree Planting From Beginning To End*. pp. 1-7 *In Proceedings of the Trees-Roots-Soils, Managing the Interaction Conference*. Burnley College University of Melbourne, Melbourne, Australia, November.
- Watson, G.W. 1997. *Maintaining Root Systems Of Older Trees*. pp. 29-36 *In Proceedings of the Trees-Roots-Soils, Managing the Interaction Conference*. Burnley College University of Melbourne, Melbourne, Australia, November.
- Watson, G.W. 1996. *Tree Transplanting and Establishment*. *In Metropolitan Tree Improvement Alliance Proceedings*, Vol. 10. www.hcs.ohio-tate.edu/METRIA/watson/WATSONV2.HTM
- Watson, G. W. 1995. *Tree Root Damage from Utility Trenching*. pp. 33-42 *In Trees & Building Sites: International Society of Arboriculture*, Savoy, Illinois.
- Watson, G. W. 1994. *Root Regeneration and Tree Vigour Following Extensive Trenching*. *In Proceedings of the 28th National Arboricultural Conference*, Arboricultural Association, Romsey, Hants, England.
- Watson, G. W. 1994. *Root Development After Transplanting*. *In The Landscape Below Ground: Proceedings of the International Workshop on Tree Root Development in Urban Soils*. The International Society of Arboriculture, Savoy, Illinois.

- Watson, G. W. 1994. *Arboriculture in the Northern Hemisphere*. In Proceedings of the Centenary Conference, Victoria College of Horticulture and Agriculture. Melbourne, Australia.
- Watson, G. W. 1992. *Development of Tree Roots After Transplanting*. p. 9.1-9.11 In Proceedings of the Tenth Osnabrücker Baumpflegetage Symposium. Osnabrück, Germany.
- Watson, G. W. 1991. *Soil Moisture Uptake and Root Regeneration of Transplanted Trees*. pp. 141-145. In Proceedings of the Second United Kingdom Urban Forestry Conference, Seed in Time, Ltd., Edinburgh, Scotland.

ABSTRACTS AND POSTERS

- Chacalo, A., G. W. Watson, R. Bye and V. Ordaz. 1997. *Testing adaptability of tree roots systems for urban sites*. Poster, International Society of Arboriculture, Salt Lake City, Utah.
- Chacalo, A., G. W. Watson, and R. Bye. 1996. *Using Rhizotrons in Arboricultural Research*. Poster, International Society of Arboriculture Conference, Cleveland, Ohio
- Watson, G. W. and Sandy Clark. 1994. *Dissection of Trees Planted in Wire Baskets After more than Two Decades*. Halifax, Nova Scotia, Canada.
- Watson, G. W. 1993. *Root Growth Response to Fertilizer Nutrients*. Poster, International Society of Arboriculture Conference, Bismarck, North Dakota.
- Smiley, E.T., G. W. Watson, B.R. Fraedrich and D.C. Booth. 1992. *Growth Response of Trees Treated with Soil Aerating Machines*. Poster, International Society of Arboriculture Conference, Oakland, California. Abstract in *J. Arboriculture* 18:332.
- Watson, G. W. 1991. *Root Regeneration of Green Ash Using Three Planting Treatments*. Poster, International Society of Arboriculture Conference, Philadelphia, Pennsylvania.

POPULAR ARTICLES

- Watson, G. W. and S. Clark. 2001. *Girdling Root Formation, In Landscape Trees*. *Arborist News*. 10(1):50-53.
- Watson, G. 2000. *Twenty-Five Years of Root and Soil Research*. *Arboist News* 9(3): 62.
- Watson, G. 2000. *Tree Planting and Establishment*. *Illinois Arboriculture* 17(2): 6-7.
- Peltier, P and G. Watson, 2000. *Transplanting Trees: Preparing the Site and the Tree*. *Arbor Age*, January
- Peltier, P and G. Watson, 2000. *Transplanting Trees: Moving, Storage and Planting*. *Arbor Age*, February
- Peltier, P and G. Watson, 2000. *Transplanting Trees: Establishment and Maintenance*. *Arbor Age*, March
- Watson, G., J. Urban and P. Kelsey. 2000. *Tree Planting Specifications*. ASLA website <http://www.asla.caddetails.com/2000/aslasecond.htm> (choose Tree/shrubs)
- Watson, G. W. 2000. *Tree Transplanting and Establishment*. *Arborist News* 9(3):33-38.
- Watson, G. W. and E.B. Himelick. 1997. *Want Trees? Just add water*. *Golf Course Management*, July issue.
- Watson, G. W. 1997. *Tree Transplanting and Establishment*. *Arnoldia* 56(4):11-16.
- Watson, G. W. and S. Clark. 1996. *When the Roots Go Round and Round*. *Arnoldia* 66(1):15-21.
- Watson, Gary W. 1996. *Transplant Shock: Severity Dependent Upon Tree Size and Restoration of Root-Shoot Balance*. *Overstory*, Minnesota Department of Agriculture Newsletter, Summer, issue.

- Watson, G. W. and George Ware. 1994. *Why Urban Forestry Research?* Public Garden 9(1):24-28.
- Watson, G. W. 1994. *Root Injury and Tree Health*. International Society of Arboriculture, Savoy, Illinois
- Watson, G. W. 1993. *Root System Care*. Arborist News 2(6):33-40.
- Watson, G. W. and Patrick Kelsey. 1993. *Soils: The Root of Tree Problems*. Arbor Age 13(8):14-18.
- Watson, G. W and A. Tyznik. 1993. *The Benefits and Beauty of Mulch*. Morton Arboretum Quarterly 29:17-23.
- Watson, G. W. and G. Kupkowski. 1992. *Soil Moisture Uptake by Green Ash Trees After Transplanting*. American Nurseryman 176(8):98-100.
- Watson, G. W. 1992. *Fertilizing Shade Trees*. Grounds Maintenance 27(1):42-46.
- Watson, G. W. 1992. *Researchers Using Trench Warfare to Rejuvenate Trees*. Nursery Manager 8(6):16 (from phone interview).
- Watson, G. W. 1991. *Roots: The Key to Longevity*. The Public Garden, January 1991.
- Watson, G. W. 1991. *Winter Injury of Woody Plants*. Morton Arboretum Plant Information Bulletin No. 41.
- Watson, G. W. 1991. *Deep Mulch-Effects on Established Trees Studied*. In-site 4(10):7
- Watson, G. W. 1991. *Morton Arboretum Plant Information Leaflets (50)* on disease, insect and cultural plant problems.
- Watson, G. W. [Editor] 1990. *Selecting and Planting Trees*. State of Illinois, Office of the Governor. 24 p.
- Watson, G. W. 1990. *Enhancing the Root System of Trees*. Golf Course Management 58(6):6-25.

VISUAL AND ELECTRONIC MEDIA

Asian Longhorned Beetle: Protect our Urban Forest. 2002

A CD detailing the ALB infestation cycle, intervention techniques, and available resource to educate English and Spanish speaking users about the problem. A companion CEU workbook for ISA certified arborists is also available.

The Landscape Below Ground. 1995

Two thirty-minute videos featuring speakers from the Landscape Below Ground conference.

One video focuses on urban tree root system, the other on urban soils. These videos are intended as training tools for arborists, landscapers and other green industry professionals.

Root Injury and Tree Health. 1995.

This eight-minute video is intended as an educational aide for a diverse audience. An illustrated twelve-page booklet reinforcing this message is included with each video.

The Morton Arboretum

Research Program

The Arboretum

The Morton Arboretum is a living museum of trees and other woody plants. The primary purposes of the Arboretum are (i) study and practical scientific research on the woody plants of the world that have potential for cultivation in the Midwestern United States by their selection and hybridization, (ii) increase the knowledge and appreciation of trees, shrubs, and vines, and (iii) cultivate an increase and improvement in their growth and culture.

The Arboretum was founded in 1922 by Joy Morton, son of Sterling Morton who initiated Arbor Day. Today, the Arboretum encompasses 1700 acres (690 hectares), 47% of which is planted or developed with the remainder in natural areas. Accessions of temperate woody plants total 35,000, representing 3,300 taxa.

Research Mission

The objectives of the Research Program are to fulfill the Arboretum's mandate for "practical scientific research work in horticulture;" to improve the care and management of plants and landscapes; to increase knowledge and understanding of woody plants through rigorous scientific research; to disseminate information and recommendations based upon research findings; to identify and develop woody plants adapted to local environmental conditions; to develop a better understanding of genetic traits and ecological conditions that contribute to the success of urban trees and other woody plants; and to examine the functioning of natural communities.

Research Facilities

The Research Program at the Morton Arboretum houses modern laboratory facilities, autoanalyzer, scanning electron microscope, environmental chambers, greenhouses, nurseries, herbarium. Also, 550 acres of oak woodland and a restored prairie are available for field research. The herbarium houses 125,000 accessions from the Arboretum collections, the region and the world. A lichen herbarium includes 15,000 lichens. The Morton Arboretum Library subscribes to many of the top international botanic and ecologic journals and maintains an up-to-date collection of books.

In addition to Arboretum facilities, many colleges, universities, and other research institutions in the Chicago region maintain collaborative relationships with the Arboretum, including the University of Illinois at Chicago, Northern Illinois University, Northeastern

Illinois University, Wheaton College, College of DuPage, Argonne National Laboratory,
and Fermi National Accelerator Laboratory.

Research Activities

Current projects include research on tree root systems in problem soils; effects of road de-icing salts on woody plant performance; restoration of populations of rare plant species; restoration of natural communities such as prairie and oak savanna; avian ecology, especially patterns of fruit dispersal and nest predation; taxonomic research; ecological effects of forest fragmentation.

Location

The Morton Arboretum is located in Lisle, Illinois, about 25 miles (40 km) west of downtown Chicago.

Correspondence and Information

For additional information about the Research Program, please contact

Dr. Clement Hamilton

Vice President of Arboretum Programs

and Director of Research

The Morton Arboretum

4100 Illinois Route 53

Lisle, IL 60532

Telephone: 708-968-0074

The Morton Arboretum Information Profile

The Morton Arboretum is a magnificent outdoor museum with a mission to collect and study trees, shrubs, and other plants from around the world, to display them across naturally beautiful landscapes for people to study and enjoy, and to learn how to grow them in ways that enhance our environment. Our goal is to encourage the planting and conservation of trees and other plants for a greener, healthier, and more beautiful world. Developed over a strong 80-year history, the Arboretum ranks among the leading arboretums in the world in size, age, the quality of its specimens, and in its programs in Education, Plant Collections, and Research.

History: Established in 1922 by Mr. Joy Morton, founder of the Morton Salt Company and son of J. Sterling Morton, the originator of Arbor Day, the Arboretum has grown to include 1,700 acres of plant collections and gardens amid spectacular natural landscapes of woodlands, prairie, lakes, and streams.

Plant Collections: The Arboretum grows a rich diversity of trees, shrubs, and other plants that are displayed and evaluated for their suitability for the Midwestern United States. These collections include 41,000 plant specimens, representing more than 3,350 different kinds of plants. Curatorial, horticultural, and grounds staff of 40 full-time.

Research: A leader in research among arboretums of the world, the Research Program focuses on practical scientific studies. Key areas include breeding new trees, solving plant problems in urban settings, and preserving rare and endangered plants. State of the art Research Center houses full-time staff of 12, including 7 Ph.D. scientists. Herbarium includes 165,000 preserved specimens for botanical research.

Education: An extensive education program is dedicated to a broader understanding of plants and nature, and ways to improve our world. Classes for children/family/school groups; adult programs, certificate and training courses, and a cooperative botany degree program with regional colleges and universities. Many children (24,500) participate annually in field trips and youth programs; Thornhill Education Center offers outstanding facilities for our educational programs. **Library** of 27,000 volumes on botany, horticulture, natural history, ecology; 220 periodicals; special collections of 5,300 rare books/periodicals; over 1,000 pre-1900 nursery catalogs; and 9,500 botanical artworks (15th-21 centuries).

Audience: 400,000 visitors annually; 30,000 Education program participants; 18,000 family and individual members.

Access: Open every day of the year, 14 miles of hiking trails and 9 miles of paved roads provide excellent access to the Arboretum's 1,700 acres of land. Buildings, many walkways, and other facilities accessible for those with physical disabilities.
Internet www.mortonarb.org.

Funding: A not-for-profit 501(c)3 charitable organization with 60% of its \$16 million annual budget from an endowment established by the Morton family. Remaining operating funds come from charitable contributions, membership, gate, program fees, and tuition. The Arboretum receives no direct public tax support.

Staff: 130 full-time, 125 part-time/seasonal employees; 600+ volunteers

TREE DEK RUBBER SURFACE AS AN IMPROVED TREE PIT SURFACE

September 23, 2004

Metal tree grates used to cover tree pits in sidewalk pavements are expensive and wrought with problems. The Bureau of Forestry is interested in developing alternatives. Tree Dek rubber surface is a new material with many features that would make it superior to metal tree grates, but will the quality of the soil environment beneath this material be suitable for vigorous root growth? Though water permeability tests show the material to be very porous when new, there has been no confirmation that gas exchange between the atmosphere and the soil beneath the Tree Dek rubber surface is adequate to support good root growth. Over time, the pores may be clogged by the dirt and debris that typically accumulates along city streets. Is there an effect of deicing salts? Are any substances leached from the rubber/urethane into the soil that would be harmful to roots? This research project will provide answers to these questions before the Bureau of Forestry commits to widespread use of this material.

Principal Investigator: Gary Watson, Ph. D
The Morton Arboretum
4100 Illinois Route 53
Lisle, IL 60532
630-719-2415
gwatson@mortonarb.org

In Cooperation With: John Lough (contact)
City of Chicago
Department of Streets and Sanitation, Bureau of Forestry
3200 South Kedzie
Chicago, IL 60623
312-747-2098

Controlled Field Plots

Precise monitoring of soil conditions, root growth and top growth can only be accomplished in controlled experimental plots. Trees in public spaces are subject to too much variation to produce consistent data. In addition, equipment must be permanently installed in the ground to monitor soil conditions, and damage to the equipment is likely along city streets.

Controlled research plots will be established at the Morton Arboretum. The site will have poorly drained clay soils to simulate urban soils as closely as possible. The soil surface around the tree pits will be covered to simulate aeration and water runoff patterns of urban sidewalks.

Three commonly planted species (ten trees per treatment, Tree Dek and control) with different root characteristics will be used. Honeylocust (*Gleditsia triacanthos*), Callery pear (*Pyrus calleryana*), Catalpa (*Catalpa speciosa*). Detailed data will be collected for two years on the soil environment (moisture, aeration, temperature, etc) and root density in tree pits under Tree Dek vs. open tree pits. Shoot growth, trunk caliper, leaf color, and general health will be assessed each growing season. Root growth will be assessed at the end of the second season. Our laboratory already has the unique equipment and experience needed to measure root development. The data will be analyzed with appropriate statistical tests

Dirt and debris could clog the Tree Dek pores and reduce water infiltration and gas exchange, reducing the quality of the soil environment beneath. Dirt and debris collected from city streets will be washed through Tree Dek samples in the laboratory to determine how much clogging occurs. Other tests will determine if any compounds leach from the Tree Dek material that could hinder root growth or cause root death.

Though controlled testing is not possible along city streets, a connection between the experimental data and actual landscape conditions will have to be established. Tree Dek will be installed in tree pits with similar tree species (separate funding). Durability in Chicago streetside conditions (freeze-thaw cycles, deicing salts, and mechanical damage from plowing and light vehicle traffic) will be observed, annually. Measurement of soil oxygen will be attempted through the TreeDek surface. Equipment will have to be adapted. Success is uncertain. At the end of two years, samples will be cut from selected pits to look for signs of damage not visible from the surface (ie. from freeze/thaw), and permeability will be tested in the laboratory for possible changes from the new condition.

Tree Dek Project Budget:

Trees	\$9,825
20 each honeylocust, callery pear, catalpa, 1½" B&B	
Shipping	
Installation	
Tree pit and simulated pavement construction	\$10,330
Lumber, plastic, geotextile fabric, hardware cloth, lava rock, fencing	
Installation	
Irrigation system emitters, tubing, pumps, valves, installation	
Demolition at end of study	
Tree Dek installation, 30 4'x4' pits	\$25,500
Equipment	\$8,740
Eijkelkamp soil oxygen analysis system	
Soil gas probes	
Buriable wave guides for Time Domain Refractometry	
Expendable supplies & miscellaneous	\$5,495
Replacement cell for soil oxygen analysis system	
Calibration gasses, growing containers and media, lab supplies	
Repair of Tree Dek in city tree pits after removing samples	
Technical assistance	\$26,200
Equipment installation/maintenance/removal	
Research plot data collection	
Laboratory testing	
Street tree data collection	
Root sample processing	
Data processing and analysis	
Morton Arboretum Administrative costs @ 20%	\$17,230
Total	\$103,380



Illinois Department of Commerce and Economic Opportunity

Rod R. Blagojevich
Governor

Jack Levin
Director

June 23, 2004.

Mr. Al Sanchez
Commissioner
City of Chicago, Department of Streets and Sanitation
121 N. LaSalle St.
Room 700
Chicago, IL 60602-1245

Dear Mr. Sanchez:

Enclosed is Grant Agreement Number 04-44115 between City of Chicago, Department of Streets and Sanitation ("Grantee") and the Illinois Department of Commerce and Economic Opportunity ("Department"). Please review the Agreement carefully to ensure that the Grantee's rights and responsibilities are clearly understood. You are encouraged to have the Agreement reviewed by an attorney. If the terms of the Agreement are acceptable, please complete the steps indicated on the enclosed checklist in order to properly execute the Agreement.

The Agreement should then be returned to me at the following address:

Barb Eldridge
Illinois Department of Commerce and Economic Opportunity
Bureau of Energy and Recycling
620 E. Adams Street
Springfield, IL 62701

Pursuant to the Notice of Grant Award, the Grantee may incur costs against the Agreement as of June 1, 2004, provided that the Grantee accepts the terms and conditions as set forth in the attached Agreement. **The Department may elect not to execute the Agreement if any of the terms are changed without the Department's prior approval, and the Grantee will be responsible for any costs already incurred. Please contact me immediately if any of the terms of the Agreement are unacceptable.**

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-409
Chicago, Illinois 60601

607 East Adams Street
Springfield, Illinois 62701

2309 West Main, Suite 118
Marion, Illinois 62959

217782-7500
Fax: 217/524-1627 • TDD: 800/785-6055

312/814-7179
Fax: 312/814-6732 • TDD: 800/419-0667

217/822-7500
Fax: 217/785-2618 • TDD: 217/785-6055

618/997-4394
Fax: 618/997-1825 • TDD Relay 800/525-0844

You will be provided with a fully executed copy of the Agreement after it has been signed by Director Lavin. If you have any questions, please call Ed Hosey at 217/785-3984, or call me at 217/785-3411.

Sincerely,



Barb Eldridge
Grants Administrator

Enclosures

cc: file

STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Notice of Grant Award No. 04-44115
ENERGY & RECYCLING - RECYCLING

This Grant Agreement (hereinafter referred to as the "Agreement") entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department") AND

City of Chicago, Department of Streets and Sanitation

(hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a grant in an amount not to exceed \$100,000.00 to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of 06/01/2004 through the ending date of 03/31/2006, unless otherwise specified in Part II. The Grantee hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Part:

- I. Budget
- II. Special Grant Conditions
- III. Scope of Work
- IV. Program Terms and Conditions
- V. General Provisions
- VI. Required Certifications

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity (as used to apply for the entity's EIN) and the EIN.

Name: City of Chicago, Department of Streets and Sanitation

Taxpayer Identification Number:
SSN/EIN: 366005820

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services

- Government entity
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation
- partnership estate or trust
- Other - not-for-profit organization: _____
- Other: _____
- _____
- _____

The Grantee acknowledges that the individual signing below is authorized to execute this Agreement and that such signature constitutes the acceptance of this Agreement.

GRANTEE:

City of Chicago, Department of Streets and Sanitation

By: _____
(Signature)

Print or Type

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Jack Lavin, Director

Date

Grantee Address:

Dept of Streets and Sanitation
121 N LASALLE ST RM 700
Chicago, IL 60602-1246

Please indicate any changes below

Auth Signator: Al Sanchez
Phone: (312) 744 - 4611

The following is designated as administrator for the Grantee:

Auth Signator: _____
Phone: _____

**PART II
SPECIAL GRANT CONDITIONS**

2.1 AUDIT REQUIREMENTS.

 The Grantee is required to have an audit conducted as provided in Part V, Section 5.4 C Audit Requirements.

 X The Grantee is not required to have an audit conducted as a condition of this Grant Agreement.

PART III
STATEMENT OF WORK
City of Chicago, Department of Streets and Sanitation

Project Description/Scope of Work: The purpose of the project is to support the development of self-sustaining markets for Illinois waste tires. This project involves the research of an innovative product consisting of tire-derived materials. The goal of this Research/Development project is to determine the viability of the Tree Dek tree pit rubber surface product as an alternative to metal tree grate products, while diverting materials from the solid waste stream. The primary objectives of the project are to test Tree Dek tree pit rubber surfaces to determine if the quality of the soil environment beneath this material is suitable for vigorous root growth and increase the use of recycled material as manufacturing feedstock. The project will target the research site at the Morton Arboretum in Lisle, Illinois and various installation sites along city streets in Chicago, Illinois. The Grantee will use grant funds for eligible Research and Development project expenses.

Project Goals and Objectives:

Goal #1: Determine product viability.

Objective: Conduct field and laboratory testing for 102 Tree Dek tree pit rubber surfaces, collect and analyze data regarding soil environment and root growth, and determine if the Tree Dek tree pit rubber surface is a viable alternative to metal tree grates in an urban environment.

Goal #2: Increase material diversion.

Objective: Increase the use of waste tire-derived crumb rubber through the expanded use of Tree Dek tree pit rubber surfaces.

Project Tasks:

1. **Materials and Supplies** The Grantee shall use the DCEO Used Tire Recovery Program grant funds to install Tree Dek tree pit rubber surfaces, collect field and laboratory data, analyze the results, and determine the usefulness and viability of the product. See attached budget for project costs.
2. **Project Operation** For the three-year period following the Project Commencement Date, as described in Section 4.2, the Grantee shall utilize and maintain the Tree Dek tree pit rubber surfaces.
3. **Reporting Requirements** The Grantee shall submit reports to document the success in accomplishing the designated project tasks. The Grantee will submit the written report to the DCEO project manager on a calendar quarterly basis, for the duration of the Grant Agreement.

Report Period**Report Due Date**

06/01/04 - 06/30/04	07/15/04
07/01/04 - 09/30/04	10/15/04
10/01/04 - 12/31/04	01/15/05
01/01/05 - 03/31/05	04/15/05
04/01/05 - 06/30/05	07/15/05
07/01/05 - 09/30/05	10/15/05
10/01/05 - 12/31/05	01/15/06

The Grantee shall also provide an on-site "project status presentation" to the DCEO project manager no later than seven months after the Commencement Date for the project.

A. The Project Status Report is a written update or "snapshot" of the status of the completion of project tasks, and shall include the following:

- Describe the level of success in completing the planned project activities.
- Discuss the status (ordered, installed, adjusting/debugging, in full operation, etc.) of the project equipment, mat materials and supplies planned for purchase and installation.
- Identify problems in key functions that are affecting the project in a negative way. Provide an explanation of corrective actions taken to address the problems. Likewise, provide examples of significant activities having a positive effect on the success of the project.
- Provide a qualitative assessment of the performance of the project equipment, once it is installed and in full operation.
- Provide a current statement of project expenditures; submit the DCEO Project Expense Report form, along with support documentation (copies of invoices and canceled checks).

B. Project Completion/Final Report. The Grantee shall submit a comprehensive final report on project activities, titled the Project Completion/Final Report, to the DCEO project manager no later than January 15, 2006. This report package shall include the following documents:

1. A final summary narrative regarding the completion of project tasks, including summary of collected data, statistical analysis, and conclusions concerning the viability of tree pit rubber surfaces as an alternative to metal tree grates, using the same format as the Project Status Report. This report will also include information to document the grantee's success in meeting project goals and objectives, and will provide information on the source(s) of recovered materials used as feedstock, identifying name(s) and location(s) of supplier firm(s).
2. A final Impact Report form that offers cumulative statistics regarding the use of recycled materials as feedstock.

3. A final DCEO Project Expense Report form, identifying and certifying all project costs incurred for tasks stated in this scope of work. Support documents including canceled checks, invoices, and/or other "proof of payment" documents are required to substantiate all project expenses.
 4. An assessment of DCEO's performance in administering this project, by submitting a Customer Satisfaction Assessment Report to the DCEO project manager.
4. Visual Images of Project. The Grantee agrees to provide the Department project manager with visual images of items pertaining to the project detailed herein, in the form of print photos, and digital photos. A minimum of 10 print photos and 10 digital photos must be submitted no later than the due date of the Project Completion/Final Report. The photos/slides must include, at a minimum:
- view of the facility
 - view of key operations
 - view of equipment purchased with grant funds
 - view of signage provided by the Department.

Public Relations Activities:

1. For the duration of the Grant Agreement, the Department and the Grantee shall prominently acknowledge the participation of the other Party in all press releases, publications and promotional materials presented to the media or otherwise disseminated or published concerning the project. Each Party shall use its best efforts to coordinate media coverage and presentations. Each Party shall provide the other with copies of any proposed press releases, publications and promotional materials not less than 10 days before these materials are disseminated. Grantee shall submit copies of any press releases, publications and promotional materials to the DCEO project manager.
2. The Parties shall provide adequate advance notice of, and coordinate in the planning of promotional events such as open houses, dedications, or other planned publicity events. Any materials or displays to be distributed in connection with the promotional event shall be submitted to the other party in advance of their publication or dissemination and shall prominently acknowledge the Department's participation in the project.
3. The Grantee agrees to provide DCEO with copies of any photographs and/or slides of the facility, project equipment, machinery, activities or press events relating to the project, taken for public education, display or press purposes, during the term of the Grant Agreement.

Proposed Project Costs:

Budget	Grantee Contribution	DCEO Contribution	Totals
Trees (purchase, shipping, installation)	\$9,500.00	\$0.00	\$9,500.00
Simulated tree pit plot (materials & installation)	\$8,200.00	\$0.00	\$8,200.00
Tree Dek (102 tree pits - 5' x 5')	\$2,000.00	\$100,000.00	\$102,000.00
Lab supplies, equipment, Tree Dek repair after removing samples	\$10,000.00	\$0.00	\$10,000.00
Technical assistance (maintenance, data collection & processing)	\$20,200.00	\$0.00	\$20,200.00
Morton Arboretum administrative costs	\$29,980.00	\$0.00	\$29,980.00
TOTALS	\$79,880.00	\$100,000.00	\$179,880.00

**PART IV
PROGRAM TERMS AND CONDITIONS**

4.1 AUTHORITY; PURPOSE; REPRESENTATIONS AND WARRANTIES.

A. Authority. The Department is authorized by Title XIV of the Illinois Environmental Protection Act (the "Act") 415 ILCS 5/53, et seq., to provide grants for the purpose of demonstrating the feasibility and application of innovative technologies as a means of collecting, storing, processing and utilizing used and waste tires and tire-derived materials.

B. Purpose; Representations and Warranties. The sole purpose of this grant is to fund the project described in the Scope of Work set forth in Part III of this Agreement. The Grantee represents and warrants that the recycling grant application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the project described in Part III.

4.2 PROJECT SCHEDULE; EARLY COMPLETION; EXTENSIONS.

A. Project Schedule. The Grantee shall complete the project in accordance with the project schedule set forth below. The "Beginning Date" is the date Grantee may begin to incur costs against this Agreement. The "Project Commencement Date" is the date on which (i) all approvals necessary to perform the project have been obtained; (ii) all equipment/material necessary to perform the project has been acquired, installed, implemented or distributed; (iii) any contracts necessary to perform the project have been finalized; and (iv) the Grantee has commenced the performance of all project tasks described in Part III. The "Project Completion Date" is the date on which all tasks specified in Part III are complete and all deliverables specified in Part III have been delivered to the Department. The Grantee is required to submit the Project Commencement and Project Completion Certification Forms attached to Part III hereof.

Project Schedule

Beginning Date:	June 1, 2004
Commencement Date:	December 1, 2004
Project Completion Date:	January 15, 2006
Grant Expiration Date:	March 31, 2006

The reporting provisions of Part III, if applicable, survive the Grant Expiration Date set forth in the Notice of Grant Award for the period(s) stated therein.

B. Early Completion. In the event that the Project Commencement Date occurs prior to the deadline established herein, the Grantee may request that the Department adjust the Project Completion Date accordingly, provided however, that the Grantee is obligated to perform the project for a minimum of 12 months.

C. Delays/Extensions. Extensions of the Project Commencement Date and the Project Completion Date will be granted only for good cause. Grantees requiring an extension should submit a written request to the project manager named in Section 4.12 herein, stating the reason for the extension, 30 calendar days prior to the deadline established in Section 4.2A above. The Grant Expiration Date will be extended only under extenuating circumstances and at the sole discretion of the Department.

Grantee's failure to adhere to this schedule may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein.

4.3 PAYMENT. Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. All required documentation should be submitted to the project manager named in Section 4.12 hereof:

A. Initial Payment. An initial payment of \$90,000.00 will be authorized after the Department has executed this Agreement and upon receipt of the following submittals from the Grantee:

- (i) Executed DCEO Payment Request/Certification Form;
- (ii) Documentation evidencing that any third-party agreements required to perform the project described in Part III have been executed; and
- (iii) Purchase orders, invoices or other documentation evidencing that the equipment or materials specified in the project budget set forth in Part I hereof have been ordered or purchased by the Grantee subsequent to the Beginning Date set forth in the Notice of Grant Award.

B. Final Payment. The final payment of \$10,000.00 will be authorized upon acceptance by the Department of all required deliverables and receipt of the following submittals from the Grantee:

- (i) Executed DCEO Payment Request/Certification Form; and
- (ii) DCEO Project Completion Certification Form.

C. Refusal to Authorize Payment. The Department may refuse to authorize any payments specified herein in the following events:

- (i) Grantee has failed to submit the required documentation described in Sections 4.3A or B. or the documentation submitted is deficient; or
- (ii) The Department does not concur that Grantee has satisfied all requirements necessary to reach project completion.

D. Right to Refund. The Department may require a refund from the Grantee in the following events:

- (i) The amount of eligible project expenditures is less than the total grant amount;
- (ii) Grantee has not made the required Applicant Investment to the project as specified in Part I; or
- (iii) The expenditure of grant funds does not comply with Part I or Part III hereof without the Department's prior approval as required in Section 4.4 below.

4.4 BUDGET MODIFICATIONS.

A. Revisions to Budget Line Items. Grantee shall expend the grant funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget, but will not exceed the total grant amount, it shall submit a written request for approval from the Department prior to incurring the revised costs. Said request shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

Revisions that would increase the amount of the grant or change project tasks or objectives may only be effected through a formal grant modification in accordance with Section 5.7C hereof.

B. Revisions to Grantee's Applicant Investment. Revisions to the allocation of Grantee's Applicant Investment among budget line items may be made without the Department's prior written approval, provided that any such revision does not result in reducing the Applicant Investment below the level required by the applicable program guidelines or in changing project tasks or objectives. Grantee is required to provide written notification of all such revisions to the Department.

4.5 INTEREST ON GRANT FUNDS. All interest earned on grant funds held by the Grantee shall become part of the grant principal when earned and may only be spent on purposes authorized by this Agreement. Interest earned and not spent or legally obligated by the end of the grant-term shall be returned to the Department within 45 days following the expiration or termination of this Agreement.

4.6 REPORTS. Grantee shall comply with the following provisions relative to the preparation and submittal of all reports required under this Agreement. The form and substance of the reports is described in Part III.

- (i) All reports must be submitted on or before the due date(s) set forth in Part III. Requests for extensions must be written, state the reason for the requested extension and be postmarked before the subject due date.
- (ii) The Department reserves the right to modify the reporting schedule set forth in Part III. The Department shall notify the Grantee in writing of the revised reporting schedule and shall provide the Grantee with revised due dates for the submittal of reports, which shall supersede the due dates established herein.
- (iii) Grantee shall prepare additional or supplemental progress reports if requested by the Department.

4.7 OWNERSHIP, USE AND MAINTENANCE OF PROPERTY.

A. Ownership. Subject to the provisions of this Section 4.7, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with grant funds shall become the property of Grantee. Grantee shall maintain an inventory or property control record for all equipment and material purchased with grant funds.

B. Use; Maintenance; Insurance. For a period of two years following the Project Commencement Date certified by the Grantee, the Grantee shall:

- (i) Use equipment and materials acquired with grant funds only for the approved project purposes set forth in Part III; and
- (ii) Provide sufficient maintenance on the equipment and materials to permit achievement of the approved project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with grant funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance. The Grantee is prohibited from, and shall not sell, transfer, encumber or otherwise dispose of said equipment or material without prior written approval of the Department during the two-year period specified herein.

The provisions of Section 4.7 survive the Grant Expiration Date set forth in the Notice of Grant Award for the period(s) stated herein.

4.8 SUBCONTRACTOR DISCLOSURE. As of the effective date of this Agreement, no subcontractors are expected to perform consultant services pursuant to this Agreement and to be paid with grant funds provided hereunder. If during the term of this Agreement, the Grantee retains subcontractors to be paid with grant funds, the Grantee shall notify the Department of the

name and address of such subcontractor(s) and the anticipated amount of payment and the parties shall execute an appropriate amendment for filing with the State Comptroller Office.

4.9. ACCESS TO WORK PRODUCTS: PUBLIC INFORMATION REQUIREMENTS: CONFIDENTIALITY.

A. Access to Work Products. All documents, including reports, studies and other materials developed, produced or generated by the Grantee as part of the performance required under this Agreement are referred to herein as the "Grant Documents." Grantee and the Department shall have the mutual right to publish, distribute, use and assign for use by others all Grant Documents without permission of or payment to the other Party. In the event that Grantee obtains a patent, copyright or otherwise restricts access to any of the Grant Documents, the Department shall have a royalty-free license to use such Grant Documents. The Grantee will not publish or permit any other person to publish any Grant Documents without advance notice to the Department. The Grantee shall acknowledge the Department's participation in the project in any such publication, or, shall accede to any request by the Department that appropriate disclaimer language be incorporated into the publication. Deliverables specified to be produced or performed under this Agreement shall become the property of the Department.

B. Public Information Requirements. Grantee shall comply with any Public Information Requirements set forth in Part III.

C. Confidentiality. Information that could reasonably be considered to be proprietary, privileged or confidential commercial or financial information should be identified as such by the Grantee. The Department will maintain the confidentiality of that information to the extent permitted by law pursuant to the provisions of the Freedom of Information Act (5 ILCS 140/1 et seq.).

4.10 SUPPORT. Grantee will provide all equipment, supplies, services and other items of support, which are necessary for the effective performance of the project, except for those items of support that are specified in this Agreement as being provided by the Department.

4.11 DEPARTMENT REMEDIES. The Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee shall comply with the Department's direction within 45 days following written notice or demand from the Department:

- (i) The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- (ii) The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with grant funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS.

A. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:

- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement.
- (2) That its employees, agents and officials are competent to perform as required under this Agreement.
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party.
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein.
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this agreement.
- (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this agreement or the compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance.
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement.
- (8) That this agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement.

name and address of such subcontractor(s) and the anticipated amount of payment and the parties shall execute an appropriate amendment for filing with the State Comptroller Office.

4.9. ACCESS TO WORK PRODUCTS; PUBLIC INFORMATION REQUIREMENTS; CONFIDENTIALITY.

A. Access to Work Products. All documents, including reports, studies and other materials developed, produced or generated by the Grantee as part of the performance required under this Agreement are referred to herein as the "Grant Documents." Grantee and the Department shall have the mutual right to publish, distribute, use and assign for use by others all Grant Documents without permission of or payment to the other Party. In the event that Grantee obtains a patent, copyright or otherwise restricts access to any of the Grant Documents, the Department shall have a royalty-free license to use such Grant Documents. The Grantee will not publish or permit any other person to publish any Grant Documents without advance notice to the Department. The Grantee shall acknowledge the Department's participation in the project in any such publication, or, shall accede to any request by the Department that appropriate disclaimer language be incorporated into the publication. Deliverables specified to be produced or performed under this Agreement shall become the property of the Department.

B. Public Information Requirements. Grantee shall comply with any Public Information Requirements set forth in Part III.

C. Confidentiality. Information that could reasonably be considered to be proprietary, privileged or confidential commercial or financial information should be identified as such by the Grantee. The Department will maintain the confidentiality of that information to the extent permitted by law pursuant to the provisions of the Freedom of Information Act (5 ILCS 140/1 et seq.).

4.10 SUPPORT. Grantee will provide all equipment, supplies, services and other items of support, which are necessary for the effective performance of the project, except for those items of support that are specified in this Agreement as being provided by the Department.

4.11 DEPARTMENT REMEDIES. The Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee shall comply with the Department's direction within 45 days following written notice or demand from the Department:

- (i) The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- (ii) The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with grant funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized

(9) Grantee's execution of this Agreement shall serve as its attestation that Grantee has read, understands and agrees to all provisions of this Agreement and to be bound thereby. Grantee further acknowledges that the individual executing this agreement is authorized to do so on Grantee's behalf.

B. General Covenants. In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

- (1) That it will use grant funds only for the purposes set forth in the Budget and Scope of Services, Parts I and III, respectively, of this Agreement.
- (2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement.
- (3) That it shall be subject to, obey and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee.
- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement.
- (5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement.
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 SCOPE OF WORK. In consideration for the grant funds to be provided by the Department, the Grantee agrees to perform the Project described in Part III (Scope of Services) hereof, in accordance with the provisions of Part I (Budget) hereof, and to prepare and submit to the Department the reports and other deliverables described in this Agreement.

5.3 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES.

A. Appropriation. The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation. Payments pursuant to this Agreement are subject to the availability of applicable federal and/or State funding from the Department and

their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5A(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.

C. Reduced Funding Sources/Revenues. The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement: (i) receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or (ii) other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, Department shall terminate the Grant in accordance with the provisions of Section 5.5A(2) herein.

5.4 RECORDS RETENTION AND ACCESS TO RECORDS: PROJECT CLOSEOUT: ACCOUNTING; AND AUDIT REQUIREMENTS.

A. Records Retention. The Grantee is accountable for all funds received under this Agreement and shall maintain, for a minimum of three (3) years following the later of the expiration or termination of this Agreement, unless the Department notifies the Grantee that a longer period prior to the expiration of three years is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, or any of their duly authorized representatives, and the Grantee agrees to cooperate fully with any audit conducted by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Section 5.4 shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued for the expenditure of funds provided under this Agreement, the Grantee shall include

in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of three (3) years from the later of the expiration or termination of this Agreement, and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

B. Grant Closeout.

(1) Grant Close-out Report. In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a final Grant Closeout Report on forms provided by the Department, within time limits established by the Department, after the expiration or termination of this Agreement. The Grantee must report on the expenditure of grant funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Grant Closeout Report, including such action as the Department, based on its review of the Grant Closeout Report, may direct.

(2) Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, *et seq.*, the Grantee must, within 45 days of the earlier of the ending date specified in the Notice of Grant Award or effective date of a termination of this Agreement, refund to the Department, any balance of funds, which is not spent or not obligated as of said date.

C. Audit Requirements. If required by Part II of this Grant Agreement, the Grantee shall be required to have an audit conducted in accordance with the following terms:

(1) Federally Funded Grants.

a. Applicable Federal Requirements. If the Grantee is required to have an audit conducted pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), then the audit shall be performed in accordance with these provisions.

b. Grantee Shall Furnish Department with Copy of Audit. When the Grantee has an audit conducted pursuant to the requirements of the Single Audit Act and OMB Circular A-133, and an audit report is produced pursuant to such federal requirements, the Grantee shall provide the Department with a copy of such audit report, except in cases where the Grantee is not required by the Single Audit Act or OMB Circular A-133 to distribute a copy of such audit report to the Department.

c. Grantee To Send Department Copy of Audit Report or Reporting Package within Specified Time Period. The Grantee shall send a copy of the audit report, the data collection form and the appropriate reporting package, as provided for in

the Single Audit Act and OMB Circular A-133, to the Department within 30 days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Grantee shall send the audit report to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Division of Audits
620 East Adams Street
Springfield, IL 62701

(2) State Funded Grants

a. State Audit Requirements

(i) The audit shall be conducted by a certified public accountant who is licensed by the State of Illinois to conduct an audit in accordance with Generally Accepted Auditing Standards.

(ii) Grant funds shall be included in the Grantee's annual audit, unless the Department authorizes the Grantee to have a grant-specific audit conducted.

(iii) Upon completion of an audit, an audit report shall be issued and the Grantee shall provide the Department with a copy of such audit report.

(iv) The Grantee shall provide the Department with a copy of an audit report within 30 days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Grantee shall send the audit report to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Division of Audits
620 East Adams Street
Springfield, IL 62701

5.5 TERMINATION; SUSPENSION.

A. This Agreement may be terminated as follows:

(1) Non-appropriation. Insufficient Appropriation. In the event of non-appropriation or insufficient appropriation as described in Section 5.3B above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-

appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.4B(2) hereof.

(2) Reduced Funding Sources/Revenues. In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.3C above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.4B(2) hereof.

(3) For Cause. If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

(4) For Convenience. The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10F hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Part I (Budget) and Part III (Scope of Work). Grant refunds shall be submitted in accordance with the provisions of Section 5.4B(2) hereof.

B. Suspension. If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee,

suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate this Agreement. Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION.

A. Non-Governmental Entities. The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

B. Governmental Entities. In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS.

A. Modifications by Operation of Law. This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

B. Budget Modifications. Budget modifications shall be made in accordance with any applicable provisions as specified elsewhere in this Agreement.

C. Discretionary Modifications. If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections A and B above, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

D. Unilateral Modifications. The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7C above does not apply to the unilateral modification authority described in Section 5.7D.

5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF FUNDS.

A. Conflict of Interest. The Grantee shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties. Safeguards, evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

B. Interest of Public Officials/Employees. -

(1) **Governmental Entity.** If the Grantee is a governmental entity, the Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

(2) **Nongovernmental Entity.** If the Grantee is a nongovernmental entity, such a financial interest is permissible provided full disclosure of said interest is made to the Department in advance of any decisions relative to the award of a contract giving rise to

such interest and further provided that the officer, employee, or member of the governing body so affected shall remove himself or herself from the room during any discussion, deliberation and voting in connection with the awarding of such a contract and provided further that the Department determines, in writing, that the best interest of the State outweighs the conflict of interest issue.

Violations of this Section 5.8 may result in suspension or termination of this Agreement, and recovery of grant funds provided hereunder. Violators may also be criminally liable under other applicable State and/or Federal laws and subject to actions up to and including felony prosecution.

C. **Bonus or Commission Prohibited.** The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.

D. **Hiring State Employees Prohibited.** No State officer or employee may be hired to perform services under this Agreement, or be paid with funds derived directly or indirectly through this grant without the written approval of the Department.

E. **Due Diligence in Expenditure of Funds.** Grantee shall ensure that grant funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations, and the terms and conditions of this Agreement; (ii) grant expenditures should not exceed the amount which would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iii) grant expenditures should be consistent with generally accepted accounting principles (GAAP).

5.9 **APPLICABLE STATUTES.**

A. **Grantee Responsibility.** All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.

B. **Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1).** No grant award funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.

C. **Historic Preservation Act (20 ILCS 3420/1 et seq.).** The Grantee will not expend funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible

or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.

D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.). In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

E. Drugfree Workplace Act (30 ILCS 580/1 et seq.). Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

F. Freedom of Information Act (5 ILCS 140/1 et seq.). Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.

G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.). All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

H. Victims Economic Security and Safety Act (P.A. 093-0591). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated

thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

I. Equal Pay Act of 2003 (P.A. 093-0006). If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

5.10 MISCELLANEOUS PROVISIONS.

A. Independence of Grantee Personnel. All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.

B. Grantor Authority. The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.

C. Governing Law. This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.

D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

E. Delivery of Grantee Payments. Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requires of Section 5.10G below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.

F. Notice. Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Grant Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

G. Waivers. A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.

H. Assignment. The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.

I. Severability Clause. If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.

J. Integration Clause. This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

K. Comptroller Filing Notice. The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.

L. Subcontract and Grants. The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of

the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement.

PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW. The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST. The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING. The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN. The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT. The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

(a) Publishing a statement:

(i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(ii) Specifying the actions that will be taken against employees for violations of such prohibition.

(iii) Notifying the employee that, as a condition of employment on such grant, the employee will:

(A) Abide by the terms of the statement.

(B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(i) The dangers of drug abuse in the workplace.

(ii) The Grantee's policy of maintaining a drug free workplace.

(iii) Any available drug counseling, rehabilitation and employee assistance programs.

(iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY. The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT. The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 *et seq.*)

6.9 SEXUAL HARASSMENT. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION. The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the

U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 *et seq.*).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse grant funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize grant funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Grant Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.



PROJECT CHECKLIST

Spec 29165

REQ# 16951

For CPAC Team Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE TEAM LEADER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED INCLUDING THE SUPPLEMENTAL CHECKLIST REQUIRED BY THE SPECIFIC CPAC TEAM. ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

PROJECT
 Date: SEPTEMBER 23, 2004
 ID No (Spec, RX, Project): _____
 Department: STREETS + SANITATION
 Bureau: FORESTRY
 Contract No (if known): _____
 Project Title/Description: TREE DETS PROJECT - PART OF ILLINOIS DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY GRANT # 04-44115

Contact Person: VALLETA H. SMITH
 Tel: 4-2881 Fax: 4-3267 E-mail: _____
 Project Manager: JOHN LOUGH
 Tel: _____ Fax: _____ E-mail: _____
 Estimated Value \$ 103380

SCOPE STATEMENT TO SUPPORT THE DEVELOPMENT OF SELF-SUSTAINING MARKET FOR ILLINOIS NASTIE TREES
 _____ attached is a detailed scope of services and/or specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR A TEAM TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE ALL TEAM SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT TEAM.

The following is a general description of what would be included in a Scope of Services or Specification:
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply)

Competitive Bid RFQ/RFP/RFS/RFI Sole Source** Term Agreement One Shot
 Mod/Amendment Time Extension Additional Funding Small Order S/O Emergency

FORMS

F-25* (add line item) F-10* (special approvals) SSRB** (sole source approval)
 F-26* (new term agreement) RX (one-shot requisition) OBM Authorization
 F-27* (time extension) APRF (all purpose request form)
 F-29* (change vendor limit)

** Sole source requests must include vendor quotes/proposal and MBE/WBE compliance requirements

FUNDING

City: Corporate Bond Enterprise Grant* Other 04-44115
 State: IDOT/Transit IDOT/Highway Grant* Other _____
 Federal: FHWA FTA FAA Grant* Other _____
 Funding Strip(s): 004-0100-001-2060-0157-220157
 * Attach copy of any applicable grant agreement terms and conditions

TIME FRAME

Date Needed: ASAP Requested Contract Term (y/m/d): _____

PRE BID/SUBMITTAL REQUIREMENTS

Requesting Pre Bid/Submittal Conference? Yes No Requesting Conference be Mandatory? Yes No
 Requesting Site Visit? Yes No Requesting Site Visit be Mandatory? Yes No

CPAC PROJECT CHECKLIST

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

Pre-Qualification Category No. _____ Category Description: _____

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other (fill in) _____

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes No

Will work be performed airside? Yes No

CAPITAL EQUIPMENT (VEHICLES) SUPPLEMENTAL CHECKLIST

Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories.

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (Manufacturer; or Dealer; or Other Source: _____)

Copy of current Price List(s)/Catalog(s)

Form F-10 or other authorization document

Any other exhibits and attachments

COMMODITIES SUPPLEMENTAL CHECKLIST

Required attachments:

Copies of price lists, catalogs, drawings, variations of part numbers

Any other exhibits or attachments

CONSTRUCTION SUPPLEMENTAL CHECKLIST (LARGE & SMALL)

Required attachments: Copy of Draft (80% Completion)

Copy of Draft (80% Completion) Contract Documents and Detailed Specifications

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

CPAC PROJECT CHECKLIST

DELEGATE AGENCY SUPPLEMENTAL CHECKLIST

Required attachments:

Attach Scope of Services that includes the following information 1) Program background & objectives; 2) Type of services for which proposals are sought; 3) Location and time line for delivery of services; 4) Qualifications, skills, and/or experience necessary; 5) Special licenses or certifications required; 6) Evaluation process (if known).

Other Attachments (please submit all that apply)

1. Copy of grant application and/or grant agreement
2. Evidence of award authority (DAAC agenda with agency name highlighted; City Council ordinance with agency name highlighted; or OBM letter)
3. Modification information (Copy of Form F-8A; screen print of EPS AWDS table)

Does program require Executive Order 91-1 clearance? Yes No
Is boilerplate from Law available or in production? Yes No
Would your department benefit from technical assistance? Yes No

HARDWARE/SOFTWARE SUPPLEMENTAL CHECKLIST

ITSC (approved by BIS)

OBM (approved by Budget form/memo)

Attach any documentation indicating any previous purchase activity to assist in the procurement process

Grant document attached

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

- Detailed scope of services as described on page 1.
- The Schedule of Compensation
- Deliverables
- Request for individual contract services (if applicable)
- The appropriate EPS form

* If this is a Telecommunications/Utilities project, please also address the following:

Has the project been reviewed by DGS? Yes No
Attach copy of DGS Recommendation; Reservation(s); or participate under current contract.
Does the project include software? Yes No
If yes, is signed ITSC form attached? Yes No
Does the location involve:
A public way? Yes No
Any concession in the City's facilities? Yes No
Is it anticipated City Council approval of the project or contract will be required? Yes No

CPAC PROJECT CHECKLIST

SMALL ORDERS SUPPLEMENTAL CHECKLIST

Yes No

- 1. Special Approval Form/Justification Letter.
e.g. (Emergency Contract, Telecommunication Back-up documents, Proposals , EPS Form F-10, etc.,).
- 2. Suggested Vendor.
- 3. Commodity Code, Manufacturer, Catalog Information, Model No., Quantity, Unit Cost/Measure, Color etc.,
- 4. Detailed Specification or Scope of Work.

ATTACHMENT REQUIRED FOR EACH SMALL ORDERS PROCUREMENT TYPE

(Check Appropriate Group)

1. ONE SHOT (PN)

- YES () NO () Detailed Specifications
- YES () NO () Suggested Vendor
- YES () NO () Support Documentation

3. EMERGENCY CONTRACT

- YES () NO () Justification Letter
- YES () NO () Vendor Proposal
- YES () NO () Pre-assigned Requisition (RX)

4. TELEPHONE/FAX BIDS

- YES () NO () Justification Letter

2. SOLE SOURCE REQUIREMENTS

- YES () NO () Vendor Proposal
- YES () NO () Disclosure Affidavit
- YES () NO () Letter of Exclusive or Unique Capability
- YES () NO () Support Documentation from Vendor/Manufacturer.
- YES () NO () Signature(s) of Originator or Departmental Head/Designee.

WORK SERVICES & FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, contract term and extension options, contractor qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and price lists, catalogs, technical drawings and other exhibits and attachments as appropriate.

Risk Management

- Will services be performed within 50 feet of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/biowaste material? Yes No
- Will services require the blocking of streets or sidewalks in any way?
Which may affect public safety? Yes No

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 081-2060 1ST DIST 4200 N. NARRAGANSETT AVE. Chicago, IL 60634	REQUISITION: 16951 PAGE: 1 DEPARTMENT: 81 - DEPT OF STREETS & SANITATION PREPARER: Valleta H Smith NEEDED: APPROVED: 9/24/2004
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REQUISITION DESCRIPTION

Sole Source Request for Tree Dek Project Grant to Support the Development of Self Sustaining Markets for Illinois Waste Tires #0444115
 SPECIFICATION NUMBER: 29165

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	96437	1.00	USD	103,380.00	103,380.00						
Tree Dek Project DCEO Grant 0444115 Technical Services to Support the Development of Self Sustaining Markets for Illinois Waste Tires											
SUGGESTED VENDOR: THE MORTON ARBORETUM			REQUESTED BY: Valleta H Smith								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	004	0100	0812060	0157	220157	0000	00000000	000000	00000	0000	103,380.00
LINE TOTAL:											103,380.00
REQUISITION TOTAL:											103,380.00

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose.
 Requisitions prepared incorrectly will be returned to the using department.