

## Contract Summary Sheet

**Contract (PO) Number: 148673**

**Specification Number: 1218237**

**Name of Contractor: Lopez and Sons**

**City Department: Department of Housing**

**Title of Contract: Emergency Roof Program**

**Term of Contract: Start Date: n/a  
End Date: n/a**

**Dollar Amount of Contract (or maximum compensation if a Term Agreement)  
(DUR): \$394,035.00**

**Brief Description of Work: Emergency Roof Program**

**Procurement Services Contract Area: Construction**

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*Please refer to the DPS website for Contact information under "Doing Business with the City".*

**Vendor Number: 1055719**

**Submission Date: 4/15/21**






CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

## MEMORANDUM

To: Jim Horan, Deputy Commissioner  
Department of Housing

From:   
Shannon E. Andrews  
Chief Procurement Officer

Re: Emergency Procurement Request: Roof Program

Date: April 15, 2021

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**Specification No.:** 1218237  
**PO/Contract No.:** 148673  
**Amount:** \$394,035.00

Pursuant to Section 65 ILCS 5/8-10-5 of the Municipal Purchasing Act, Section 2-92-644 of the Municipal Code of Chicago, your request to enter into an emergency contract for roof program is approved. Based on the information provided by your department, we have determined that this procurement was necessary to meet a bona fide emergency.

You are hereby authorized to proceed with the roof program service from **Lopez and Son's Inc.** for **\$394,035.00** as requested in your memo dated April 13, 2021. Any amount in excess of \$394,035.00 will require additional authorization and will be limited so as not to exceed the \$500,000.00 limit established by statute.

Cc. File (Spec: 1218237)  
Travis Kluska, DPD  
Peter Murawski, DPD  
Monica Jimenez, DPS



**CITY OF CHICAGO  
STANDARD PURCHASE ORDER**

**Original (DPS)  
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPARTMENT NUMBER	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	DELIVERY DATE	PAGE NUMBER
4/15/2021	21	148673	1218237	1055719	B (EFT XX0651)		1

**DELIVER TO:**

021-2558 EMERGENCY REPAIR  
121 N LASALLE ST  
Chicago, IL 60602

**ORDERED FROM:**

LOPEZ AND SON'S  
4242 W 124th PLACE  
Alsip, IL 60803

DELIVERY CHARGES to be PREPAID  
TITLE TO PASS ON DELIVERY

**BUYER:** 372,964 DIANE SZYMUSIAK 3127440792

**PO DESCRIPTION:** ROOF REPAIR PROGRAM #2

PO Line	Ship Line	COMMODITY INFORMATION	QUANTITY	UOM	UNIT COST	TOTAL COST							
1	1	00000 Emergency Contract Request (Round 2) for the Emergency Roof Program -	#####	ump S	1.00	394,035.00							
		<b>Dist</b>	<b>BFY</b>	<b>FUND</b>	<b>COST CTR</b>	<b>APPR</b>	<b>ACCNT</b>	<b>ACTV</b>	<b>PROJECT</b>	<b>RPT CAT</b>	<b>GENRL</b>	<b>FUTR</b>	<b>TOTAL COST</b>
		1	020	0J46	0212558	9265	220140	0000	00000000	202558	00000	0000	394,035.00
<b>PO LINE and SHIPMENT LINE TOTAL:</b>												<b>394,035.00</b>	

**PURCHASE ORDER TOTAL: 394,035.00**

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order and associated Receipt(s). Submit the original invoice.

to the Office of the City Comptroller, Invoice Intake Division, 33 N. LaSalle, Room 700, Chicago, IL 60602.

Mark all packages and papers with the purchase number. Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.





DEPARTMENT OF HOUSING  
CITY OF CHICAGO

TO: Shannon Andrews  
Chief Procurement Officer

FROM: Marisa Novara  
Commissioner

DATE: April 13, 2021

RE: Request for Emergency Procurement – Roof Program

The Department of Housing (DOH) requests emergency procurement of a contract with Lopez and Son's Inc. to repair or replace thirteen (13) roofs. This request is urgent as these 13 roofs are in dangerous and hazardous conditions. DOH requests a contract award limit up to \$394,035. Because of the speed in which a response to these dangerous and hazardous roofs is needed, "Small orders" will not meet this demand and estimated cost to deliver the 13 roofs. Emergency Procurement is most effective mechanism for delivering these vital constituent services.

The contract with the existing JOC vendor for the roof program has expired. DOH and the prior vendor had scoped the work on the job site and determined that 49 roofs were in dangerous and hazardous conditions. Because of the contract restraints being maxed out at \$500,000 DOH selected the porches in the poorest condition. These 13 roofs must be abated immediately to protect homeowners, occupants, and children from injury. These constituents are expecting prompt roof repair and abatement of dangerous conditions.

DOH, in consultation with the Department of Procurement Services (DPS) solicited emergency roof procurement on October 28, 2020 where the due date was November 13, 2020; one response was received, by Lopez and Sons. The attached roof repair cost estimate for the 13 roofs is \$394,035 which does not include costs associated with lead testing or employing lead safe practices and does not estimate unforeseen condition costs which will be addressed through DOH's change order policy. Services did not begin back in December 2020 due to inclement weather and the need for the vendor to have a payment and performance bond approved by DPS before awarding the emergency contract.

Lopez and Sons original bid was for \$1,549,657 to complete 49 roofs. The 13 roof jobs selected as the acceptable jobs below were chosen in order to comply with emergency contract limits of being less than \$500,000.



DEPARTMENT OF HOUSING  
CITY OF CHICAGO

The Lopez and Son's roof proposals accepted by DOH, at a total cost of \$394,035, include the following 13 addresses:

1. 7436 S Euclid PKWY
2. 7440 S. Euclid PKMY
3. 11150 S. Langley
4. 6725 S. Langley
5. 6911 S. Woodlawn
6. 3615 W. 82nd Pl
7. 6827 S. Carpenter
8. 8616 S. Lowe
9. 7321 S. Lowe ave
10. 7120 S. Hermitage
11. 7933 S. Chmplain St
12. 6513 S. Richmond
13. 9326 S. Ada St

DOH respectfully requests DPS proceed with executing the emergency procurement roof contract with Lopez and Son's Inc. to address the 13 pending roof repair projects. DOH anticipates the need for this contract for 120 days to ensure all started roof repair or replacement projects are completed within the contract period. Lopez and Sons agreed to the City's terms and conditions for this work.

Thank you for your consideration of an emergency procurement contract for the roof repair and replacement program. This service is an essential service in addressing health and safety issues of low and moderate income constituents of Chicago. For further information regarding this matter please contact Jim Horan at [Jim.Horan@CityofChicago.org](mailto:Jim.Horan@CityofChicago.org) or 312-735-9390.

Sincerely,

Marisa Novara  
Commissioner  
City of Chicago, Department of Housing



**EXHIBIT 1**

**Department of Procurement Services  
Emergency Contract Request Form**

Requesting Department: Housing Date: 12/11/2020

Description of Operational Emergency (use Attachment 1 attached)

Anticipated duration of emergency (include justification for how you arrived at the duration): \_\_\_\_\_

We respectively request duration of 120 days. This will allow time to scope, construct, allow for change orders, and finalize all projects.

This time period coincides with the normal construction season.

Justification for continued duration if this is a request for an additional emergency contract beyond the anticipated duration of emergency identified in an earlier request:

NA

Emergency Requirements (check one):

Commodities \_\_\_\_\_ Equipment \_\_\_\_\_ Services  \_\_\_\_\_

(NOTE: Services, such as debris removal, are provided through equipment rental)

Details (describe the required commodities, equipment, or services (referred to hereafter as "requirements") in detail; attach additional pages as necessary):

Repair and replacement of porches of owner occupied properties containing no more than 4 dwelling units. Homeowners must meet HUD's Community Development Block Grant (CDBG) income criterion in order to be eligible for this program

Are the requirements available through an existing City contract?  N \_\_\_\_\_ (Y/N)

Contract No. (if available): \_\_\_\_\_ Vendor: \_\_\_\_\_

Vendor Contact Information: \_\_\_\_\_

Explanation of why normal contracting procedures, including small orders, are not feasible in this instance:

There are 13 roof repair or replacement projects with an estimated contract value of \$394,035, which exceeds the cap of \$100,000 of the small orders contract limit. These homeowners were previously contacted by the City and their proposed job has been scoped, therefore these homeowners are expecting service this construction season.

Are the requirements available through U.S. Communities or GSA Schedules?  N \_\_\_\_\_ (Y/N)

Contract No. (if available): \_\_\_\_\_ Vendor: \_\_\_\_\_

Description of anticipated vendor solicitation process: \_\_\_\_\_

Department Contact Person: Jim Horan Phone: 312-744-9475

E-mail: Jim.Horan@cityofchicago.org Date Requirements Required: October 8, 2020

Point of Delivery for Requirements: Roof repair or replacement services delivered on specific sites.



Consequences/Costs of not granting request: 13 homeowners that were awarded a roof and where the City  
and prior contractor/vendor scoped the job will not receive a roof. The underlying conditions of the health or safety issue related to the  
properties condition will not be rectified, whereby, continuing the existing health or safety issue of the homeowner and occupants of the  
13 properties.

Commissioner's Signature\*: (Signature)

\*If the Commissioner is not available to execute this request, the second in command in the department may execute this form in the Commissioner's absence.









**Lopez and Son's, Inc.**  
**Union Laborers to Suit Contractors Needs**

SANDRA G. LOPEZ  
MBE/WBE/DBE  
City of Chicago Certified

TEL 708.599.4889/708.243.8597

lopezandsons@aol.com

4242 W. 124th Place, Alsip, IL 60803

**Emergency Quotation for:**

**Emergency DOH Roof and General Small Repairs for the Roof & Porch Repair Program (RPRP)**

**ROOFS ONLY**

**Property Address**

3615 W 82ND PL ✓  
Proposed Timeframe: 7 days

Proposed Amount: \$ 30,260.00





6513 S RICHMOND ✓ Proposed Timeframe: 7 days	Proposed Amount: \$	34,799.00
6725 S LANGLEY ✓ Proposed Timeframe: 7 days	Proposed Amount: \$	27,234.00
<i>Carpenter</i> 6827 S LANGLEY ✓ Proposed Timeframe: 7 days	Proposed Amount: \$	31,773.00
6911 S WOODLAWN ✓ Proposed Timeframe: 7 days	Proposed Amount: \$	28,747.00
7120 S HERMITAGE ✓ Proposed Timeframe: 7 days	Proposed Amount: \$	33,286.00
7321 S LOWE AVE ✓ Proposed Timeframe: 7 days ✓	Proposed Amount: \$	33,000.00
7436 S EUCLID PKWY ✓ Proposed Timeframe: 7 days	Proposed Amount: \$	19,800.00



7440 S EUCLID PKWY ✓  
Proposed Timeframe: 7 days

Proposed Amount: \$ 19,800.00

7933 S CHAMPLAIN ST ✓  
Proposed Timeframe: 7 days

Proposed Amount: \$ 33,286.00

8616 S LOWE ✓  
Proposed Timeframe: 7 days

Proposed Amount: \$ 31,773.00

9326 S ADA ST ✓  
Proposed Timeframe: 7 days

Proposed Amount: \$ 43,877.00



11150 S LANGLEY ✓  
Proposed Timeframe: 7 days

Proposed Amount: \$ 26,400.00

Project Manager: Sandra G. Lopez, lopezandsons@aol.com, 708-243-8597

Any changes from your scope, (extra layers, unforeseen items, etc.) or interior repairs to be handled with agreed upon Change Order.

Interim Controls and Safe Work Practices to be put in place if any painted surfaces (painted before 1978) are disturbed. Charges TBD and to be handled with agreed upon Change Order.



Sandra G. Lopez  
President  
Lopez and Son's, Inc.  
708.599.4889

11/13/2020

Date

These prices are good for 30 days.



## EMERGENCY ROOF PROGRAM DEPT. OF HOUSING

Property Address	Porch	Target Quantity	Unit	Unit Price	Amount
3615 W. 82nd Pl	ROOF	1	Lump Sum	\$30,260.00	\$30,260.00
6513 S. Richmond	ROOF	1	Lump Sum	\$34,799.00	\$34,799.00
6725 S. Langley	ROOF	1	Lump Sum	\$27,234.00	\$27,234.00
6827 S. Carpenter	ROOF	1	Lump Sum	\$31,773.00	\$31,773.00
6911 S. Woodlawn	ROOF	1	Lump Sum	\$28,747.00	\$28,747.00
7120 S. Hermitage	ROOF	1	Lump Sum	\$33,286.00	\$33,286.00
7321 S. Lowe ave	ROOF	1	Lump Sum	\$33,000.00	\$33,000.00
7436 S Euclid PKWY	ROOF	1	Lump Sum	\$19,800.00	\$19,800.00
7440 S. Euclid PKMY	ROOF	1	Lump Sum	\$19,800.00	\$19,800.00
7933 S. Chmplaln St	ROOF	1	Lump Sum	\$33,286.00	\$33,286.00
8616 S. Lowe	ROOF	1	Lump Sum	\$31,773.00	\$31,773.00
9326 S. Ada St	ROOF	1	Lump Sum	\$43,877.00	\$43,877.00





11150 S. Langley	ROOF	1	Lump Sum	\$26,400.00	\$26,400.00
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<b>TOTAL LUMP SUM PRICE</b>	\$394,035				
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CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 154921

Certificate Printed on: 10/08/2020

Date of This Filing: 10/08/2020 02:33 PM

Original Filing Date: 10/08/2020 02:33 PM

Disclosing Party: LOPEZ AND SON'S, INC. Title: PRESIDENT

Filed by: SANDRA G LOPEZ

Matter: EMERGENCY DOH ROOF AND  
GENERAL SMALL REPAIRS FOR THE  
ROOF AND PORCH REPAIR PROGRAM

Applicant: LOPEZ AND SON'S, INC.

Specification #:

Contract #:

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

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







RIDER ATTACHED

**CONTRACTOR'S PERFORMANCE & PAYMENT BOND**

Know All Men by these Presents, That we, **Lopez and Sons, Inc.**  
**4242 W. 124<sup>th</sup> Place**  
**Alsip, IL 60803**

Principal, hereinafter referred to as Contractor, and The Ohio Casualty Insurance Company, Surety of the County of Cheshire and State of NH, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of:

- **Three Hundred Ninety Four Thousand, Thirty Five and 00/100 Dollars (\$394,035.00) -**

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10<sup>th</sup> day of February, 2021.

The Condition of the Above Obligation is such, that whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing

Contract No. **148673** and Specification No. **1218237** all in conformity with said contract, for,

Furnishing the City of Chicago, **Department of Housing**, all labor, tools, material, and equipment required and necessary for the project known as:

**Emergency Roof Program**

\* The attached rider is incorporated herein by reference.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois; and any order of court based upon such decision, or judgement thereon, rendered' against said City of Chicago in any suit or claim arising under the aforementioned





Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 5 5 0 , as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each. of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does by waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved: 24 February, 2021

John E. MUM  
Chief Procurement Officer  
MK

**Lopez and Sons, Inc.**

[Signature] (Seal)  
By: President

[Signature] (Seal)  
Attest: Secretary

The Ohio Casualty Insurance Company (Seal)

[Signature] (Seal)

Stephanie Shetler Attorney-in-Fact

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)



PRINCIPAL  
IF CORPORATION

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, CATHY L. SCHULLER, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that SANDRA G. LOPEZ President and  
SANDRA G. LOPEZ Secretary of the Lopez and Sons, Inc.  
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such SANDRA G. LOPEZ President and SANDRA G. LOPEZ Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as  
their free and voluntary act, and as the free and voluntary act of the said Lopez and Sons, Inc.  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this 10<sup>th</sup> day of FEBRUARY 2021

Cathy L Schuller  
Notary Public



SURETY, IF CORPORATE

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, Annette Albach, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that Stephanie Shetler  
The Ohio Casualty  
of the Insurance Company who is \_\_\_\_\_ personally known  
to be the same person \_\_\_\_\_ whose name is \_\_\_\_\_ subscribed in the foregoing instrument as such  
Stephanie Shetler, appeared before me this day in person and acknowledged that she  
signed, sealed and delivered the said instrument of writing as her free and voluntary act, and as the free  
and voluntary act of the said The Ohio Casualty Insurance Company  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this 10th day of February 2021

Annette Albach  
Notary Public



PRINCIPAL  
IF INDIVIDUAL

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing  
instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the  
said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public



## **RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No. 148673 and Specification No. 1218237 ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202909-969898

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette Albach; Stephanie Shetler

all of the city of Schaumburg state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of January, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 14th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

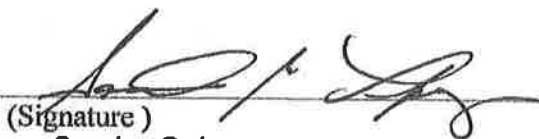
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





**NOTE: THE RESPONDENT SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO HIS PROPOSAL, AS SUCH ADDITIONS MAY CAUSE THE PROPOSAL TO BE REJECTED.**

NAME OF FIRM: Lopez and Son's, Inc.  
(Print or Type)  
SIGNATURE OF PRESIDENT\*:  
(Or Authorized Officer)   
(Signature)  
TITLE OF SIGNATORY: Sandra G. Lopez  
(Print or Type)


BUSINESS ADDRESS: 4242 W. 124th Place, Alsip, IL 60803  
(Print or Type)

\*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST:   
(Corporate Secretary Signature)

State of ILLINOIS  
County of COOK

This instrument was acknowledged before me on this 13<sup>th</sup> day of NOVEMBER, 2020 by  
Sandra G. Lopez as President (or other authorized officer) and  
Sandra G. Lopez as Secretary of Lopez and Son's, Inc.

(Seal)  
  
Notary Public Signature  
Commission Expires: APRIL 05, 2021





**CITY SIGNATURE PAGE**

Contract Number: 148673

Specification Number: 1218237

Contractor (Vendor) Name: Lopez and Son's Inc.

Total Amount (Value): \$394,035.00

Fund Chargeable: 020 0J46 212558 9265 202558

**SIGNED at Chicago, Illinois:**

**CITY OF CHICAGO**

By:                     John E. MML                    15 April 2021                      
Chief Procurement Officer  Date



**BOOK 1  
TERMS AND CONDITIONS FOR CONSTRUCTION**

**CITY OF CHICAGO  
DEPARTMENT OF HOUSING**

**LORI E. LIGHTFOOT  
MAYOR OF CHICAGO**



Issued by the  
**DEPARTMENT OF PROCUREMENT SERVICES**

**SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER**

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## I. GENERAL PROVISIONS

### A. Acronyms

“ACI” - American Concrete Institute

“AED” - Associated Equipment Distributors

“AISC” - American Institute of Steel Construction.

“ANSI” - American National Standards Institute.

“ASME” - American Society of Mechanical Engineers.

"ASTM" - American Society for Testing and Materials

"EDS" - See Section XXI.S.

"CTA" - Chicago Transit Authority

"FEPC" - Fair Employment Practices Commission.

"IEPA" - Illinois Environmental Protection Agency.

"IDOT" - Illinois Department of Transportation.

"NEC" - National Electric Code.

"NFPA" - National Fire Protection Association

"NEMA" - National Electrical Manufacturer's Association.

"OSHA" - U.S. Occupational Safety and Health Administration

## **B. Definitions**

1. "Architect/Engineer" means the person designated by the Commissioner to provide the Contract drawings for the Work you are to perform.
2. "Blanket Release" means the signed Document from the City for (i) authorizing the Contractor to commence Work in accordance with the Work Order, or (ii) the approval of a Field Order's Work Order Price. The Blanket Release shall be signed by both the Commissioner and the Chief Procurement Officer, or their duly authorized representatives. The executed Blanket Release will set forth a lump sum amount for the compensation of the Work Order.
3. "Business Days" means Monday through Friday, unless an officially designated City holiday falls on one of those days.
4. "CDBG Special Conditions" means Book 3 of this Contract.
5. "Chief Procurement Officer" means the Chief Procurement Officer for the City of Chicago, and any representative duly authorized in writing to act on his/her behalf.
6. "City" means the City of Chicago, a municipal corporation and home rule unit of government existing under the Constitution of the State of Illinois.
7. "Commissioner" means the head of the Department and any designee duly authorized in writing to act on his/her behalf.
8. "Comptroller" means City Comptroller or his designated representative.
9. "Consultant(s)" refers to the person, firm or corporation awarded a contract by the City to provide professional architectural or engineering design services or construction supervision for the Project.
10. "Contract" means this Contract, including your quote (as accepted by the City), the City's specification, which includes Books 1, 2, and 3, , all exhibits and schedules that are attached to it and documents incorporated in it by reference; fully executed performance and payments bond(s); and all Work Orders and related documentation, amendments, modifications, or revisions made from time to time in accordance with its terms.
11. "Completion Date" is the date, determined by the Commissioner, on which the Project is to reach Substantial Completion. The Completion Date will be determined based on the duration for the Project set by the Work Order as adjusted by the City extending or reducing the duration of the Project.

**Department of Housing**  
**Terms and Conditions for Construction Contract - Book 1**

(Revised August 2020)

12. "Contract Modification" means a written modification of the terms and conditions of this Contract, signed by you, the Chief Procurement Officer, the Mayor and the Comptroller.
13. "Contractor" or "you" means the person who is awarded the Contract.
14. "Contract Price" is the maximum allowable amount that can be ordered during the Contract Time.
15. "Contract Time" is the duration of the Contract, including approved time extensions.
16. "Corporation Counsel" means the head of the City's Department of Law and any Assistant Corporation Counsel duly authorized to act on the Corporation Counsel's behalf.
17. "Day" means calendar day.
18. "Daytime Work" means work performed between the hours of 6:00 a.m. to 6:00 p.m.
19. "Department" means the City Department identified on the cover of this Contract.
20. "Detailed Scope of Work" or "DSOW" means a description setting forth the Work the Contractor is obligated to complete for an individual Work Order.
21. "Environmental Laws" means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.
22. "Equipment" means all machinery and equipment, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper and acceptable completion of the Work.
23. "Field Order" means the written order to you, signed by the Commissioner, unilaterally directing changes in the Work or the Work Order Completion Time, or directing you to take corrective action and to adhere to Contract.
24. "Final Completion and Acceptance of the Work " means the last date on which all of the following events have occurred: (i) the Commissioner has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract; (ii) final inspections have been completed and operations systems and equipment testing have been completed; (iii) final occupancy certifications have been issued; (iv) all deliverables have been provided to the Commissioner; and (v) all contractual requirements for final payment have been completed.
25. "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2014, *et seq.*), pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Sec. 136, *et seq.*) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," "special waste," or "toxic substance" (or comparable term) in any Environmental Law.
26. "Include" (in all of its forms) means "include without limitation" unless the context clearly indicates otherwise.

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(Revised August 2020)

27. "Management Consultant" or "Program Manager" means the organization or entity, if any, that the City has retained to oversee the planning, design, and construction of the Project.
28. "Mayor" means the Mayor of Chicago or any duly authorized representative.
29. "Municipal Code" means the Municipal Code of Chicago.
30. "Night Work" means work performed between the hours of 6:00 p.m. and 6:00 a.m. unless otherwise defined in the plans.
31. "Notice to Proceed" or "NTP" means the written authorization from the City to complete the Detailed Scope of Work (DSOW) for the Work Order Price within the Work Order Completion Time. The Notice to Proceed will be issued by the Department. See Section Two of Part One, Definitions for Blanket Release.
32. "Product Data" are illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, test certifications, diagrams and other information furnished by you to illustrate a material, product or system for some portion of the Work.
33. "Project" means, collectively, the improvements you are to construct in accordance with the Contract. A Project may consist of one or more Work Orders.
34. "Provide" means furnish and install, unless otherwise specified in this Contract.
35. "Punch List" or "Punch List Work" means minor adjustments, repairs or deficiencies in the Work, as determined by the Commissioner in his sole discretion.
36. "Record Documents" are all documents pertaining to the completed Work and the Project that the Contract requires you to provide to the City, including Record Drawings, Record Shop Drawings, product data, instructions, parts list, certified payrolls and operations and maintenance manuals.
37. "Record Drawings" means drawings reflecting the final built Project configuration, including approved modifications.
38. "Samples" mean physical examples that illustrate materials, equipment or workmanship. Samples include materials, fabricated items, equipment, devices, appliances, or parts of them, as called for in the Contract Documents and any other Samples that may be required by the Commissioner to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials proposed by you conform to the required characteristics.
39. "Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by you or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop Drawings include: fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and systems and methods of construction that may be required to show that the materials, equipment or system conform to the Contract requirements. Shop Drawings must establish the actual detail of all manufactured and fabricated items and indicate the proper relation to the adjoining Work.

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(Revised August 2020)

40. "Special Wastes" means those substances as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.45, and further defined in Section 809.103 of 35 Illinois Administrative Code, Subtitle G, Ch. 1.
41. "Subcontractor" means any person or entity with whom you contract to provide any part of the Work, and all subcontractors of any tier, including suppliers and material persons, whether or not in privity with you.
42. "Submittal" means Schedule, Shop Drawings, Product Data or Samples and other items that the Contract may require you to submit to the Commissioner.
43. "Substantial Completion Date" is the date upon which you have met the requirements for Substantial Completion in the opinion of the Commissioner.
44. "Substantial Completion of the Project" or "Substantial Completion" means that, in the opinion of the Commissioner, you have completed all Work in accordance with the Contract, except for Punch List Work, and the City is able to occupy and use the Project for the purpose intended.
45. "Supplemental Work Order" is a secondary Work Order developed after the initial Work Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Work Order Completion Time.
46. "Technical Specifications" means Book 2 of the Contract Documents, and includes the written requirements for materials and equipment to be used in the Work, including any plans or drawings and standards of performance for the Work, or included with the Work Order.
47. "Unspecified Services" means an item of Work required by the Detailed Scope of Work that is not included in the Contractor's quote but within the general Scope and intent of the Contract.
48. "Work" means all labor, materials, equipment, deliverables, and other incidentals to be provided by you under this Contract that are necessary or convenient to the successful completion of this Project and that are required by, incidental or collateral to the Contract.
49. "Work Order" shall mean a written order requiring the Contractor to complete a Detailed Scope of Work within the Work Order Completion Time for the Work Order Price. Work Order includes all documents associated with an individual Work Order including, but not limited to, the Detailed Scope of Work, the Blanket Release, and all other documents attached as backup to Work Orders, including plans, if any, schedule and examining the specific Work Order location to determine existing conditions and quantities. Also known as a Project.
50. "Work Order Completion Time" means the time within which the Contractor must complete the Detailed Scope of Work.
51. "Work Order Price" means the amount a Contractor will be paid to complete the Detailed Scope of Work.
52. "You" means "Contractor." See above.

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**Terms and Conditions for Construction Contract - Book 1**

(Revised August 2020)

**C. Usage and Contract Interpretation**

1. Unless a contrary meaning is specifically noted elsewhere, words such as, "as required," "as directed," "as permitted," and similar words mean that requirements, directions of, and permission of the Commissioner are intended. The words "approved," "acceptable," "satisfactory," or words of like import, mean "approved by," "acceptable to," or "satisfactory to" the Commissioner. The words "necessary," "proper," or words of like import as used regarding the extent, conduct or character of the Work specified means that Work must be conducted in a manner, to the extent, or be of character that is "necessary" or "proper" in the opinion of the Commissioner. The Commissioner's judgment in these matters is final and you are not permitted to contest it.
2. Where the imperative form of an address is used, such as "perform the excavating," "provide equipment required," "remove obstructions encountered," "furnish and install reinforcing steel bars," etc., that address is directed to you .
3. Any headings in this Contract are for convenience of reference only and do not define or limit its terms or provisions. All article and section references, unless otherwise expressly indicated, are to sections of this Contract. Words importing persons include firms, associations, partnerships; trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words of any gender include correlative words of other genders. Words importing the singular number include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document include the latest version and all supplements and/or amendments to any such exhibits or documents. All references to any person or entity include any person or entity succeeding to the rights, duties, and obligations of those persons or entities in accordance with the terms and conditions of this Contract.
4. Whenever reference to a law is contained in this Contract, the reference includes any amendments to the law.

**D. Severability**

If any provision of this Contract is inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any other provision of this Contract, or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, those circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstance, or render any other provision or provisions of this Contract invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part of it.

**E. Estimates of Quantities**

If the City provides you an estimate of quantities of Work, you understand that:

1. the estimate is approximate only;
2. the City does not expressly or by implication represent or warrant that the actual quantities involved will correspond to the estimate;

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3. payment to you will be made only for the actual quantities furnished and installed in accordance with the terms of this Contract; and
4. the Chief Procurement Officer and the Commissioner reserve the right to jointly order, in writing, to increase, decrease or delete quantities of Work pursuant to all terms and conditions of the Contract.

**F. Order of Precedence of Component Contract Parts**

The order of precedence of the component contract parts is as follows:

1. CDBG Special Conditions, Book 3
2. Terms and Conditions;
3. The Detailed Scope of Work including any Plans or City Drawings;
4. Standard Specifications of the City, State or Federal Government, if any;
5. Emergency Request for Quotations, Book 2;
6. Performance Bond, if required; and
7. Technical Specifications.

The foregoing order of precedence governs the interpretation of the Contract in all cases of conflict or inconsistency in it.

**G. Entire Agreement**

The Contract constitutes the entire agreement between the parties with respect to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are implied or impressed upon this Contract that are not expressly addressed in it.

**H. Source of Funding - CDBG**

If any of the funding identified in Book 2 of this Contract is federal Community Development Block Grant money, then the provisions of the Special Conditions for Contracts Funded with Community Development Block Grants (CDBG) and the City's Section 3 Compliance Plan apply to this Contract. If they apply, both are considered part of these Book One Terms and Conditions in the order of precedence.

The work of this Contract may include work funded by Community Development Block Grant. Therefore, the provisions in Book 3 apply to and are made a part of this Contract.

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**II. PROJECT ORGANIZATION**

**A. The Commissioner**

For the purposes of this Contract, the Commissioner, or any successor office to the Commissioner, will represent the City in all matters relating to the performance of your Work under this Contract and will constitute the point of receipt for all deliverables required under this Contract, unless expressly specified otherwise in this Contract. The Commissioner will decide all questions that arise with regard to the administration of the Contract such as to the quality and acceptability of materials furnished, the Work performed and rate of progress of the Work. The Commissioner will determine the amount and quality of Work performed and materials furnished and their estimates. The Commissioner's estimate will be a condition precedent to right to receive money due under the Contract, but then only if the modifications or amendments to the Contract are approved in accordance with Article XIV, "Changes in the Work."

**B. The Chief Procurement Officer**

The approval of the Chief Procurement Officer is required to enter this Contract and to modify it.

**C. Contractor**

The Work is under your charge and care until Final Completion and Acceptance of the Work, unless otherwise specified elsewhere in the Contract.



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**III. CONTRACTOR'S OBLIGATIONS**

**A. Contractor**

1. Except as may be expressly provided otherwise in the Contract, you are solely responsible for selecting the means, methods, techniques, sequences, and procedures used in performing the Work. The intent of the Contract Documents is to describe the completed Work that you must provide to fulfill the requirements of the Contract. The Contract Documents are not intended to cover every detail of materials, parts, or activities necessary to complete the Work. You must perform all activities that may be required or necessary to complete the Work in accordance with the Contract. For the Work Order Price, you must construct, furnish and install all materials, parts and labor necessary to complete the entire Work, whether or not the Contract Documents particularly specify or show the details of Work.
2. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. You are responsible for all division of work. However, wherever any provision of any section of the specifications conflicts with any agreements or regulations of any kind at any time in force among members of any trade or craft associations, unions or councils that regulate or distinguish that work is or is not included in the work of any particular trade, you must make all necessary arrangements to reconcile any such conflict without delay, damage, or cost to the City.
3. Before submission of your quote, you must review the Contract Documents. If at any time before the submitting a quote you discover any errors, discrepancies or omissions in the Contract or any discrepancy, you must notify the Chief Procurement Officer immediately, in writing, for an interpretation.
4. This written request must be received by the Chief Procurement Officer before Contract award, or no response will be provided. You will not be allowed to take advantage of your discovery of any such error or omission or discrepancy in the Contract after the award of the Contract. Any Work done after the discovery, unless authorized by the Chief Procurement Officer, will be done at your expense.
5. Except as otherwise expressly provided in the Contract, the Contract Price includes all costs and expenses for which you will be compensated in connection with the Contract, including
  - a. the costs of performing any or all of your obligations and duties under the Contract;
  - b. the costs of all materials, equipment, supplies, tools, machinery, labor, supervision, management and items of any and all kinds that are or may be necessary and incidental to the full and satisfactory completion of the Work, whether or not specified or indicated in the Contract;
  - c. the costs of permits, insurance, bonds and license;
  - d. the costs associated with any risks you assume under the Contract;
  - e. the costs associated with all warranties and guarantees;

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- f. the costs of complying with the directives of the Chief Procurement Officer and/or the Commissioner;
- g. the costs of complying with all laws applicable to the Contract; and
- h. all overhead and profit.

No term of the Contract that further specifically indicates that you must bear the costs of an item or that further specifically indicates that an item will be performed at no additional cost to the City will be construed or interpreted to in any way limit the foregoing.

- 6. You must begin the Work on the date specified in the Notice to Proceed. In addition, upon receipt of the Notice to Proceed, you must assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, and qualified to perform the Work. You must include among your staff such personnel and positions as the Contract may require.

If, in the reasonable opinion of the Commissioner, the performance of your personnel assigned to the Work is at an unacceptable level, or does not comply with the provisions of Section VIII.A, "General," those personnel must cease to be assigned to this Work and must return to you. You must then furnish to the Commissioner the name of a substitute person or persons in accordance with Section III.A.6. Absence of sufficient qualified personnel for the Work constitutes an event of default.

- 7. You must supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. You are responsible for providing a finished Project that complies fully with the Contract.
- 8. Risk of Loss. The Work is under your charge and care until Final Completion and Acceptance of the Work by the Commissioner, unless otherwise specified in the Contract. You assume all responsibility for injury or damage to the Work by action of the elements, fire or any other causes whatsoever, including injury or damage arising from the execution or non-execution of the Work. You must rebuild, repair, restore and make good, at no additional cost to the City, all injuries or damages to any portion of your Work before Final Completion and Acceptance of the Work.
- 9. When the City furnishes equipment or materials to you for use or inclusion in the Work, you must safeguard all such equipment and materials as you would equipment and materials that you furnished.
- 10. The Work will not be considered to be completed and accepted until you receive written notice from the Commissioner confirming the Final Completion and Acceptance of the Work.
- 11. If you have any questions or concerns with respect to the Contract Documents, you must raise them with the Commissioner.

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**B. Subcontractors**

1. All rights and obligations under this Contract are by and between the City and you. Except as may otherwise be provided in the Contract, there is no privity between Subcontractors and the City. Subcontractors have no rights as third-party beneficiaries under this Contract except as may be provided in Article XXIII. You must implement such measures as may be necessary to ensure that your Subcontractors are bound by all applicable provisions of the Contract.
2. All Subcontractors are subject to the approval of the Chief Procurement Officer. You must not substitute a Subcontractor previously accepted by the Chief Procurement Officer unless the substitution is acceptable to the Chief Procurement Officer. All requests to subcontract must be submitted on a form approved by the Chief Procurement Officer.
3. You are responsible in all aspects and at all times for all Subcontractor Work.
4. Except as required under Article XXIII, you must upon request furnish the Chief Procurement Officer with one copy of each written subcontract and subsequent modifications signed by you and the Subcontractor evidencing the agreement. All subcontracts must be in writing. All subcontracts must require that (i) all Subcontractors' Work be performed in strict accordance with this Contract; and (ii) the Subcontractor is bound by and subject to the requirements of this Contract, whether or not a particular provision specifically mentions Subcontractors. Subcontracts may contain different provisions than are provided in this Contract with respect to payments, schedules, and matters not affecting the quality or timely completion of the Work under this Contract, but only if the City's rights are not thereby prejudiced. You must require each Subcontractor to enter into similar subcontracts with its Subcontractors. You must make available to each Subcontractor, before the execution of the subcontract, copies of this Contract, to which the Subcontractor will be bound pursuant to the requirements of this Section III.B.4.
5. If a subcontract provided to the City does not comply with these requirements, the City's failure to object is not a waiver of them, and you will remain liable to the City for all damages, costs, fines, losses and claims arising out of the non-compliance.
6. In the case of Work performed by Subcontractors, you must secure warranties from the Subcontractors addressed to and in favor of the City; deliver copies of them to the City upon completion of the Subcontractors' Work and; guarantee and assume full responsibility for the performance of any repair or replacement Work that may be required for the full period of the warranties provided. However, the delivery of the warranties will not relieve you from any obligations assumed under this Contract.
7. Contractor hereby collaterally assigns any or all subcontracts to the City, effective upon the City's exercise, at its sole discretion, of its right to assume such assignment as a remedy for Contractor's default or in the event of early termination. The Contractor must require each of your Subcontractors (including materialmen) to consent to a collateral assignment to the City of their respective subcontract with the Contractor. The Contractor's subcontracts must include language stating:

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*Contractor has collaterally assigned this subcontract to the City of Chicago, effective upon written assumption of such assignment by the City in the event of Contractor's default or early termination of Contractor's contract with the City. Subcontractor hereby consents to such assignment and assumption. Subcontractor acknowledges and agrees that, in the event of such an assignment and assumption, the City will have no liability to Subcontractor for work performed by Subcontractor prior to the effective date of the assignment and assumption and that Subcontractor shall look solely to Contractor for any compensation or other obligations arising under the subcontract prior to such date.*

8. The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by § 2-92-586 of the Municipal Code, where not otherwise prohibited by Federal or State law.
9. Compliance with Multi-Project Labor Agreement (PLA). The City has entered into the PLA with various trades regarding projects as described in the PLA, which is hereby incorporated by reference. A copy of the PLA, with appendices, may be found on the City's website at <http://www.cityofchicago.org/PLA>. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any work under this agreement, and shall comply in all respects with the PLA.

**C. Site Conditions and Inspection**

1. Surveys, soil borings, geotechnical information, data, plans or other materials generally describing the unimproved land or existing structures at the site may be provided to you by the City. Such information is not warranted by the City to be accurate. You are not entitled to rely on it. In signing this Contract you are acknowledging that when such information appears in Contract documents, prepared by the City or its Consultants, the City and its Consultants have not verified the information. Site plans do not constitute any representation by the City to you of site boundaries or characteristics.
2. You must take field measurements, verify field conditions and carefully compare those field measurements and conditions and any other information known to you with the Detailed Scope of Work before commencing the Work. No allowance will be made to you for any extra labor and/or materials required due to site conditions or discrepancies that might have been discovered by a thorough and proper inspection of the site. If land surveying Work is required under this Contract, you must have the Work performed by a land surveyor that is licensed as such by the State of Illinois.
3. If conditions are encountered at the site which are (i) subsurface or otherwise unknown or concealed physical conditions which differ materially from those indicated in the Contract; or (ii) pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Contract, including the presence of unanticipated Hazardous Materials, then you must provide immediate written notice to the Commissioner before proceeding with the work or disturbing those areas.
4. If the conditions differ materially from those indicated in the Contract, and cause a material increase or decrease in your cost or time required for the performance of any

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part of the Work, a Supplemental Work Order or extension of the Work Order Completion Time, or both, will be made under Article XIV, "Changes in the Work."

5. You must keep on hand at the Work site, for reference, a complete set of the Detailed Scope of Work and Supplemental Work Orders for the Work, copies of all plans and shop drawings, all additional and revised plans furnished by the City and all orders issued to you by the Commissioner that relate to the Work.

**D. Cleaning Up**

During the construction, you must keep the Work site and adjacent premises as free from material, debris, and rubbish as is practicable and must remove them entirely and at once, if in the opinion of the Commissioner, the material, debris or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the public. Upon verbal and/or written notification of unacceptable work day conditions by the City, you will be responsible for immediate rededication within 48 hours of notification. Your failure to act accordingly will result in completion of remediation work by the City at your expense.

As a condition of Final Completion and Acceptance of the Work, you must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and must restore the site to the same general conditions that existed before the Work began.

You must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of the Work, or existing work, due to your operations.

You are solely responsible for and must assume all liability associated with off-site disposal of any Hazardous Materials generated as a result of your construction activities.

**E. Contractor's Warranties and Representations**

You warrant and represent that:

1. You have carefully examined and analyzed the provisions and requirements of this Contract; you have inspected the Work site(s) to the extent made available by the City; from your own analysis you have satisfied yourself as to the nature and scope of work, all conditions, any obstructions and requirements needed for the preparation of your bid and the performance of this Contract, the general and local conditions, and all other matters that in any way may affect this Contract or your performance; and the time available for the examination, analysis, inspection and investigation was adequate;
2. This Contract is feasible of performance in accordance with all of its provisions and requirements and that you can and will perform, or cause to be performed, the Work in strict accordance with the provisions and requirements of this Contract;
3. Except for the contents of this Contract, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, representatives or employees, has induced you to submit a bid nor have you relied upon any, including any reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the nature, existence, or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, that may be encountered at or on the Work site; (iii) the nature, quantity, quality or size of any

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materials, equipment, labor and other facilities needed for the performance of this Contract; (iv) the general conditions that may in any way affect this Contract or its performance; (v) the compensation provisions of the Contract; or (vi) any other matter;

4. You were given ample opportunity and time to review the Contract documents before submittal of your bid in order that you might request an addendum to the Contract documents that might correct or clarify them; you did so review the Contract documents, and every such correction or clarification has been included in this Contract or else, if omitted, you expressly relinquish the benefit of them and are willing to perform this Contract in its entirety without claiming reliance on any such omission or making any other claim on account of the omission;
5. In accordance with § 11-4-1600(e) of the Municipal Code, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):
  - 7-28-390 Dumping on public way;
  - 7-28-440 Dumping on real estate without permit;
  - 11-4-1410 Disposal in waters prohibited;
  - 11-4-1420 Ballast tank, bilge tank or other discharge;
  - 11-4-1450 Gas manufacturing residue;
  - 11-4-1500 Treatment and disposal of solid or liquid waste;
  - 11-4-1530 Compliance with rules and regulations required;
  - 11-4-1550 Operational requirements; and
  - 11-4-1560 Screening requirements.

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

6. This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable Federal, State, County and Municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.
7. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract and may further affect the Contractor's eligibility for future contract awards.
8. Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on

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any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

“Affiliate” means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

9. You understand that the City, in its acceptance of your proposal to perform the Work, materially relied upon your response to the Advertisement for Bids. The information you provided with the bid was accurate at the time it was made and no material changes in the information have occurred since then and will not be made without the express consent of the City.
10. In preparing and submitting your bid for this Contract, you have complied with and given full consideration to the following bidding requirements:
  - a. You obtained for bidding purposes copies of the complete Contract as identified in the Advertisement for Bids and all addenda issued by the City and have become familiar with them and all Contract requirements and conditions described in them;
  - b. You clarified to your satisfaction and complete understanding any doubt as to the true meaning and intent of all parts of the specifications and plans or other portions of the Contract documents;
  - c. You have no claim for relief because of alleged mistakes or omissions in your bid, and you will be held strictly to your bid as presented.
  - d. You have the capability and financial resources to perform all of the provisions and requirements of this Contract.
  - e. You can perform all of your obligations under this Contract in accordance with all of the Contract’s provisions and requirements.
11. Contractor warrants that no member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Project to which this Contract pertains, has any personal interest, direct, or indirect, in this Contract. In accordance with 41 USC § 22, no member of or delegate to the Congress of the United States will be permitted to any share or part of this Contract or to any financial benefit to arise from it, nor, under applicable laws, will any member of or delegate to the Illinois General Assembly nor any alderman of the City or City employee. Contractor warrants that its officers, directors and employees, and the officers, directors and employees of each of member if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project that would conflict in any manner or degree with the performance of the Work under this Contract. Contractor further warrants that in the performance of this Contract, no person having any such interest will be employed.

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12. Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Contract, Contractor represents that it is in compliance with federal restrictions, and promises to remain so, including federal restrictions on lobbying set forth in § 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 USCS 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is contained in the EDS attached to this Contract as an exhibit.

#### **IV. PROPERTY**

##### **A. Ownership of Property**

The person(s) who own(s) or has beneficial interest in the residence that is designated, by the Commissioner, to have roof related small repairs accomplished under this Contract ("Homeowner") shall be and become the owner of each of the improvements upon the Final Completion of the real property on which the Homeowner has agreed to have construction work done pursuant to the Contract and the Roof and Porch Repair Program (the "Home" or "Homeowner's Residence").

##### **B. Ownership of Contract Documents**

1. The Contract Documents, plans and any copies of them furnished by the Commissioner are the property of the City. They are not to be used on other work. The City will provide you the number of plans determined appropriate by the City. The City may provide you with additional copies at your request and at your cost. You are responsible for any loss or damage to the plans while in your care and custody, and you must restore all plans that may be lost or damaged.
2. You must obtain specifications issued by organizations other than the City to which reference is made in the City's documents at your own expense. You must also retain them at the Work site and make them accessible to the Commissioner.
3. The City is the owner of the Project. All documents, data, studies, reports, and instruments of service prepared for or by the City under this Contract are the property of the City. During the performance of your Work, you are responsible for any loss or damage to documents while in your possession or the possession of a Subcontractor and you must restore any such document so lost or damaged at your expense.

You must deliver, or cause to be delivered, at any time during the term of this Contract, all documents, including drawings, models, specifications, estimates, reports, studies, maps, and computations, prepared by or for the City, under the terms of this Contract to the City, promptly upon reasonable demand for them or upon termination of the Work. If you fail to deliver them when required, then you must pay the City all damages the City may sustain by reason of the failure, including consequential damages.

##### **C. Right of Entry**

1. The Contractor, and any of its officers, employees, agents, and Subcontractors, shall be permitted to enter upon any part of the Project site owned by the Homeowner in



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connection with the performance of the Work hereunder, subject to the terms and conditions contained in the Contract Documents, including but not limited to the requirements of Section VIII, Personnel.

2. The Contractor must use, and shall cause each of its officers, employees, agents, and Subcontractors to use, the highest degree of care when entering upon property owned by the Homeowner in connection with the Work and must comply and will cause each of its officers, employees, agents, and Subcontractors, to comply, with any and all instructions and requirements for the use of such property. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of the Contract, including without limitation the indemnification provisions.

**D. Damage to Homeowner's Residence or Property**

Damage to Homeowner's residence or property: If the Contractor causes damage to the Homeowner's Residence or property, the Contractor must at the sole option of the Commissioner, either 1) pay the cost of repair of the damage or 2) repair or replace the damage. If the Contractor fails to pay for or repair the damage within ten days of a written direction to do so by the City, the Commissioner has the right to a set off against the payments to the Contractor for the cost of repairs.

**E. No Lien Provisions**

1. Contractor understands and agrees that the Work to be performed for this Project is done on behalf of the City for the Homeowners. Accordingly, Contractor agrees that this project shall be considered as being governed by the Illinois Public Mechanics Lien Act, 770 ILCS 60/23 and no other section of the Mechanics Lien Act, 770 ILCS 60/1 et seq.
2. ~~The Contractor must notify its Subcontractors that no mechanics' liens will be permitted to arise, be filed, or maintained against any Homeowner's Residence or any part thereof or any interest therein, or any improvements thereon on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project; and the Contractor, for itself and its Subcontractors, does hereby expressly waive, release, and relinquish such liens and all rights to file or maintain such liens; and agrees further that this waiver of liens and waiver of the right to file or maintain such liens shall be an independent covenant.~~
3. If any of the Contractor's Subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or under any of them, files or maintains a lien or claim as described in paragraph "2." above, the Contractor agrees to cause such liens and claims to be satisfied, removed, or discharged, by payment within thirty (30) days from the date of filing thereof; provided, however, that the City may extend the thirty (30) day period if the City determines that such lien claim cannot be so satisfied, removed, or discharged in such period and that the Contractor is proceeding diligently to cause such liens or claims to be satisfied, removed, or discharged. Contractor must meet with the Commissioner's representatives immediately upon being requested to do so regarding any notice of lien or lien against Homeowner's Residence, and advise the City as to the actions the Contractor intends to take to have the liens satisfied, removed

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or discharged. Contractor will keep the City advised regarding its progress. The City shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at the Contractor's sole cost, such cost to include reasonable legal fees.

4. The Contractor must give, or cause to be given, a copy of these provisions to all Subcontractors and must include these provisions in all contracts with Subcontractors and/or give written notice of same to all Subcontractors or other persons having oral or written agreement with such Subcontractors.

**F. Final Completion and Acceptance of the Work**

When you deem the Work to be complete, you must notify the Commissioner, in writing, that the Work will be ready for an inspection and/or test on a date you specify. The notice must be given at least 15 calendar days in advance of the date. If the Commissioner concurs that the Work will be ready for inspection or testing on the date given, the Commissioner will make the inspection within a reasonable period of time. The scheduling of the inspection to determine whether the Work is complete does not relieve you of your responsibilities under the Contract. You must cooperate in all respects in the scheduling and performance of the inspection.

Final Payment at Final Completion and Acceptance of the Work. Unless expressly stated otherwise in Book 2, final payment will be made only when all Work, including Punch List Work, is complete and you submit to the Commissioner, within 180 calendar days or sooner from the Substantial Completion Date, a sworn affidavit stating the following:

1. All payrolls, invoices for materials and equipment and all other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied;
2. All waivers of lien required by the Contract have been provided to the Commissioner;
3. As of the date the affidavit is signed, all known claims made by Subcontractors of any tier and others against you, the City, any agents or representatives of the City pertaining to the Work required under this Contract were provided in writing to the Commissioner and have been resolved;
4. The warranties and guarantees required by the Contract have been provided to the Commissioner;
5. All warranties and guarantees are in full force and effect;
6. The surety's written consent, signed by its authorized representative, to final payment being made directly to you is attached to the affidavit;
7. Acceptance of final payment will constitute a general release to the City, its agents, representatives, officials and employees of all other claims of liability for anything done or furnished or relating to the Work or for any act or neglect of the City or its agents, representatives, officials and employees relating to or connected with this Contract;
8. Record Documents, including Record Drawings, Record Shop Drawings and operation and maintenance manuals have been provided to the Commissioner;
9. All other documents requested by the Commissioner have been provided; and

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10. Wages paid and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form:

*FINAL CERTIFICATE*

*The undersigned, Contractor on \_\_\_\_\_ (Specification No: /Contract No. \_\_\_\_\_) certifies that all laborers, mechanics, apprentices and trainees employed by it or by a Subcontractor performing Work under the Contract have been paid wages at rates not less than those required by the Contract provisions, and that the Work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.*

*Signature and Title*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

*Authorized Officer*

*Contractor:*

*Project:*

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**V. SHOP DRAWINGS, PRODUCT DATA, RECORDS AND SAMPLES**

**A. Contractor's Responsibilities and Submittal Procedures**

1. Shop Drawings, Product Data, Samples are part of the Work under this Contract, and if also specified, video tape and/or photographs. You must provide them at your expense to the satisfaction of the Commissioner.
2. You must submit to the Commissioner those Shop Drawings, Product Data, Samples, video tape and photographs required for the Work involved under this Contract in accordance with the Schedule.
3. The Schedule must include a schedule of proposed submittal dates. The dates listed in the Schedule must allow sufficient time for review and processing of Shop Drawings or other data by the City and your re-submittal of them, if necessary, before you will need them to complete your performance of the Work they represent under this Contract. No extensions of time will be granted to you because of your failure to have Shop Drawings, Product Data, Samples, video tape and photographs submitted in time to allow for review, re-submittal and final review. You must also submit a separate submittal schedule (in table format), in addition to the Schedule, identifying all Submittals with submittal dates to the Commissioner for review and approval.

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4. You must prepare and submit proper Shop Drawings, Product Data, Samples, video tape and photographs in accordance with your contractual obligations. By submitting them, you represent that you have determined and verified all materials, field measurements, field conditions and quantities, and that you have checked and coordinated the information contained within the Submittal, including your Subcontractors' Submittals, with the requirements of the Work and of the Contract.
5. You must date and stamp all Shop Drawings, Product Data, Samples, video tape and photographs. You must also indicate on them that you have reviewed and checked them before submission and found to be in conformance with the Contract. All Submittals must be transmitted to the Commissioner. You must clearly mark each Shop Drawing, Video Tape, Product Data and Sample, in accordance with the following for purposes of identification and record:

**SUBMITTAL IDENTIFICATION**

Name of Project: \_\_\_\_\_  
Contract Name and Number: \_\_\_\_\_  
Date of Submittal: \_\_\_\_\_  
Submittal Number: \_\_\_\_\_  
Re submittal of Submittal Number: \_\_\_\_\_  
Identification of Deviations from Contract documents:  
Specification Section, Page, and Paragraph No. and/or Drawing No.: \_\_\_\_\_  
Type of Material and Manufacturer: \_\_\_\_\_  
Intended use: \_\_\_\_\_  
Applicable Standards such as ASTM numbers: \_\_\_\_\_  
CHECKED AND SUBMITTED IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.  
Contractor: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

6. Shop Drawings must be submitted with accurate dimensions. The Shop Drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Cross-section drawings must indicate minimum clearances and all other pertinent data. Dimensions must be expressed in feet and inches. Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown. All weights and dimensions must be certified before submission for review.
7. The Commissioner's review and acceptance of Shop Drawings in no way relieves you from responsibility for errors or omissions that may exist in the Work or on the certified Shop Drawings. Where such errors or omissions are discovered, you must correct them at no additional cost to the City. Submittals must be sufficiently complete to allow for proper review. You must submit all Shop Drawings, Product Data, Samples, video tape and photographs to the Commissioner for review with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. You must coordinate Submittals into logical groups or sets to facilitate review of several related items.

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8. Any Submittal that in the Commissioner's sole opinion is not complete and in proper form will be returned to you without review. You must not submit as Shop Drawings duplicates or reproductions of any Contract documents issued by the City.
9. You must provide Submittals in the following quantities unless a greater number is specified elsewhere in the Contract or is required by the Commissioner:
  - a. Shop Drawings: Submit one reproducible transparency and six opaque copies of shop drawings;
  - b. Product Data: Submit six copies of Product Data;
  - c. Samples: Submit four samples; and
  - d. Video and photographs (when required under the Contract): Submit two copies of Video and photographs.
10. Before submitting Shop Drawings, Product Data, Samples, video tape and photographs, you must notify the Commissioner in writing of any deviations in the Submittals from the requirements of the Contract. If deviations from the Contract requirements are rejected by the Commissioner or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

**B. Review by the Commissioner**

1. Submittals will be reviewed by the Commissioner for compliance with the Contract. In reviewing them the Commissioner will not verify dimensions and field conditions. Any such review does not relieve you, your Subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract, nor does it relieve you or them from responsibility for (i) errors of any sort in Shop Drawings, Samples and Product Data, (ii) responsibility for proper fitting of the Work, or (iii) the necessity of furnishing any Work required by the Contract that may not be indicated on Shop Drawings when reviewed. You are solely responsible for any quantities that may be shown on the Shop Drawings. The Commissioner's review of a specific item does not indicate approval of an assembly of which the item is a component.
2. You must not fabricate products, begin Work, order or have delivered any material, equipment or system that requires a reviewed Submittal until return of the Submittal from the Commissioner with a stamp authorizing Work and/or delivery and installation to be performed, as described in Section V.B.3, immediately below.
3. The Commissioner will return Submittals stamped as follows:
  - a. "No Exceptions" means no changes need be made on the reviewed Submittal. You may proceed with the Work for that Submittal.
  - b. "Exceptions as Noted" indicates that the Submittal is accepted subject to the corrections and/or comments noted. You may proceed with the Work for that Submittal but only if you incorporate the Commissioner's comments, and/or corrections. Re-submittal is not required, but the corrections must be reflected in the Record Documents.

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- c. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. You must resubmit in accordance with the reviewer's comments and/or corrections. Submittals marked in this manner must not be released for fabrication, delivery or construction.
4. If the Submittal requires revision, you must notify the Commissioner and all pertinent Subcontractors, in writing, that the reviewed set has been withdrawn.
5. Submittals that require revisions must be corrected and resubmitted to the Commissioner to maintain the approved CPM schedule, but in no event more than five days after receipt of the Commissioner's comments.
6. Shop Drawings: After review by the Commissioner, one reproducible stamped by the Commissioner as previously described in Section V.B.3 above will be returned to you.
7. Submission and Review of Samples: If a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, you must furnish a sufficient number of Samples of the specified materials to indicate the full range of those characteristics that will be present in the finished products. Any product delivered or erected without submission and review of full-range Samples is subject to rejection. Each tag or sticker must have clear space for your stamps and those of the Commissioner. Notice of the result of the review will be provided to you with one of the stamps indicated in Section V.B.3 above. Rejected samples will be returned. Accepted samples will be retained by the Commissioner and become the property of the City. Where color samples are required to be submitted, color samples must be submitted in the actual material that will finally be installed in the Work. The various parts of the Work must be in accordance with the reviewed and approved Samples.
8. Product Data: After review by the Commissioner, two sets of Product Data stamped by the Commissioner as previously described will be returned to you.

**C. Source of Materials**

You must notify the Commissioner in writing as soon as possible after the Contract has been awarded, but not less than three weeks before the need for inspection and testing of the source (or sources) from which you expect to obtain the various construction materials. The source of supply of each material used must be approved by the Commissioner before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commissioner, you must furnish materials from other approved sources.

**D. Record Documents**

At Substantial Completion, you must deliver to the Commissioner, in suitable transfer cases clearly marked "Record Documents," all Record Drawings, Record Shop Drawings, warranties and guaranties, photographs, video Records (if any are required), Product Data, instructions, parts list, and operations and maintenance manuals arranged in proper order and indexed.

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**E. Record Drawings**

1. As the Work progresses, you and the Subcontractor for each trade or division of work, under your direction must keep a complete and accurate record of the following:
  - a. Changes between the Work as shown on the Contract drawings and the Shop Drawings indicating the Work as actually installed;
  - b. The specific location of all infrastructure elements, including piping, valves, ductwork, equipment, driveways, catch basins, sewer lines, waterlines, water mains, and other such elements that were not accurately located or changed location or elevation from that shown on the Contract drawings; and
  - c. Equipment schedules indicating manufacturers' names and model numbers installed.
2. You must record changes neatly and correctly daily on blue line prints of the Contract drawings updated daily. You must keep this record set of Contract drawings at the job site for inspection by the Commissioner. Upon completion of the Work, you must submit a final set of full-size prints to the Commissioner for review and acceptance.
3. At the time Record Drawings are delivered to the Commissioner, you and each Subcontractor must certify, in writing, that the Record Drawings are complete and accurate.

**F. Record Shop Drawings and Product Data**

1. As the work progresses, you must keep a complete and accurate record of the changes and deviations from the Work as shown on the Shop Drawings and Product Data indicating the Work performed. You must furnish Record Shop Drawings in a form and quantity acceptable to the Commissioner. Record Shop Drawings must be submitted for all items reviewed as Shop Drawings. Record Shop Drawings must be legibly drawn on sheets of mylar or such other medium as directed by the Commissioner. Record Shop Drawings must be submitted on the same size sheets as the Contract Document drawings and include an index of all items.
2. You must furnish six record copies of Product Data in loose leaf binders. Loose leaf binders must be subdivided by Submittal numbers and must contain an index of all items.

**G. Construction Progress Photographs**

You must submit to the Commissioner construction progress photographs consisting of exterior and interior views of the Work, with the date and location of the photographs as selected and directed by the City. If requested at any time by the Commissioner, you must use digital photography, at the resolution specified by the Commissioner. You must provide three prints of each view to the Commissioner within five days of taking the photographs. If digital photography is not requested or until it is requested, then you must provide each photograph on an 8" x 10" smooth surface, glossy, black and white print, on single-weight commercial-grade stock. The 1" wide margin, which is punched for a standard 3-ring binder, will have a left-sided margin for vertical shots and a top-sided margin for horizontal shots. A label will be included on the on the front bottom margin, which will contain the project name

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and date that the photograph was taken. On the back of each print, you must provide an applied label or rubber stamp impression with the following information:

1. Name of the Project;
2. Name and address of the photographer;
3. Name of the Architect;
4. Your name;
5. Date the photograph was taken;
6. Description of vantage point, in terms of location, direction (by compass point), and elevation or level of construction.
7. Notation of vantage point marked for location and direction of shot on a key plan of the site and building, with elevation (story height) noted.

The photographs must be taken monthly, coinciding with the cutoff date associated with each application for payment. From time-to-time the City may issue a request for additional photographs, in addition to the periodic photographs specified. Additional photographs are not included in the Work Order Price and will be paid for by Supplemental Work Order.

**H. Instructions, Parts List and Operation and Maintenance Manuals**

You must furnish a complete list of equipment actually installed. The list must include a copy of pertinent nameplate data, name and address of local representative who stocks or furnishes repair or replacement parts, and name, address, and telephone number of the Subcontractor responsible to you for the equipment under the guarantee. You must guarantee any such equipment with respect to the City.

You must submit suitable operating instructions for each major component of equipment and its controls. Instructions must include a schematic diagram accurately showing equipment and controls as installed. Included with each diagram must be a set of simple operating instructions stating how the system is stopped and started, what adjustments are to be made by the operator, and what to do in case of an emergency. Five copies of proposed instructions must be submitted to the Commissioner for review and acceptance. Upon acceptance, you must post applicable instructions as directed by the Commissioner.

You must submit maintenance data prepared by the manufacturer of each major component of equipment and its controls. Data must include complete parts list, itemized lists of common purchase items of materials (e.g., bearings, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation, recommended routine and inspection maintenance, including testing recommendations to evaluate efficiency of performance, lists of special tools and gauges, lubricating instructions, and recommended spare parts lists, tolerances and clearances required for maintenance, and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. You must submit five copies of the proposed maintenance data to the Commissioner for review and acceptance in accordance with Article XIV.



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**I. Adjustment of Equipment**

Before the Work is turned over to the City, you must furnish the necessary instruments, test equipment, services, and personnel required to adjust and balance each piece of equipment in order to provide a smoothly functioning, well-integrated system complying with the letter and intent of the Contract.

**J. Project Account Records**

**1. Project Data and Records**

- a. You and each Subcontractor must keep an accurate record showing the names, occupation, and the actual hourly wages paid to all laborers, workers and mechanics employed by them in connection with the Work. The record must be open at all reasonable hours to the inspection of the Commissioner and to the Director of Labor of the State of Illinois and his deputies and agents. You also must furnish the Commissioner and the Chief Procurement Officer with certified copies of the payrolls, in accordance with Section XIII.B.3.d.
- b. You must furnish to the Commissioner upon request a written statement, verified by affidavit, giving the names and addresses of all persons, firms and corporations who have up to that date furnished labor or materials in the performance of the Contract and the amounts due or to become due them.
- c. You and all Subcontractors must furnish the Commissioner with such information as the Commissioner may require relating to labor and materials, including all information necessary to determine the cost of the Work, such as the number of workers employed, their pay, the distribution of labor into Work items, equipment time distribution and any other information that the Commissioner may require. You must, on request, furnish the Commissioner with copies of delivery tickets and invoices, in triplicate, covering the expenditures on the Contract.

**2. Audits**

- a. You and your Subcontractors must furnish the Commissioner such information as he may request regarding the progress, execution, and cost of the Work. You must maintain complete records showing actual time devoted and costs incurred, adopting accounting procedures and practices sufficient to record properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the Work. This system of accounting must accord with generally accepted accounting principles and practices, consistently applied throughout. You must maintain its books, records, documents and other such evidence for five years after final payment.
- b. All books and accounts you and your Subcontractors are required to keep in connection with the Work under this Contract must be open to inspection and audit by authorized representatives of the City at reasonable times during the performance of the Work, and they must be retained in a safe place and available for inspection and audit during the five-year period after final payment, as provided above. No provision in this Contract granting the City a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

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- c. If the City, in its sole discretion, chooses to conduct an audit either during the performance of the Work or in the five-year period after final payment, each audited calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that you or any of your Subcontractors have overcharged the City in the audited period, the City will notify you. You must then promptly reimburse the City for any amounts the City has paid you due to the overcharges and also some or all of the cost of the audit, as follows:
- (1) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the lump sum prices, of the goods, work, or services provided in the audited period, then you must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
  - (2) If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the lump sum prices, of the goods, work, or services provided in the audited period, then you must reimburse the City for the full cost of the audit and of each subsequent audit.
- d. Your failure to reimburse the City in accordance with V.J.2.c above is an event of default under this Contract, and you will be liable for all of the City's cost of collection, including any court cost and attorneys' fees.

**3. Confidentiality**

All of the reports, information, or data, prepared or assembled by or provided to you under this Contract are confidential and except as specifically authorized in this Contract or as may be required by law, you must not make available the reports, information, or data, to any other individual or organization, without the prior approval of the Commissioner. This requirement will survive expiration or termination of this Contract.

**4. Electronic Records**

Upon request by the Commissioner, Contractor shall provide the City electronic versions of any hard-copy record documents that the Contractor is required to prepare by the Contract.

**VI. ASSIGNMENT**

**A. Assignment of Contract by Contractor**

You must not assign the Contract, in whole or in part, without the prior written consent of the Chief Procurement Officer. The consent of the Chief Procurement Officer will not relieve you from any obligations under this Contract, or in any other way change the terms of this Contract.

**B. Assignment of Funds or Claims by Contractor**

You must not transfer, pledge or assign any Contract funds or claims due or to become due without the prior written consent of the Chief Procurement Officer. The transfer, pledge or assignment of any Contract funds, either in whole or in part, or any interest in the Contract funds, that are due or to become due to you, without the prior written consent of the Chief Procurement Officer, is void with respect to the City.

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**C. Assignment of Contract by City**

The City reserves the right to assign or otherwise transfer all or any part of its interests under this Contract without your consent or approval.

**D. Assigns**

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, transferees, and assigns.

**E. Requests to Subcontract**

All requests to subcontract must be accompanied by three copies of a written subcontract agreement that sets forth the scope of services to be subcontracted, the lump sum or unit price for the services and the signature of the subcontracting parties. Proposed Subcontractors must not commence Work on any portion of the Project without prior written approval by the Chief Procurement Officer.

**VII. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS**

**A. Standard of Performance**

In addition to performing the Work in full compliance with the Contract you must perform, or cause to be performed, all Work required of you under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by qualified and experienced contractors in performing work in projects of a scope and magnitude comparable to the Work.

**B. Correction of Work**

1. You must, upon discovery of any defective or non-conforming Work, or when directed in writing by the Commissioner, promptly re-perform, correct or remove all Work identified to be defective or as failing to conform to the standards set forth in, or any requirement of the Contract, whether or not completed. You must bear all costs of correcting the defective or non-conforming Work, including costs associated with removing any defective or non-conforming Work, replacing the defective or non-conforming Work with non-defective, conforming Work and any compensation for any additional equipment, materials and/or services made necessary by the removal and replacement.
2. If you do not proceed with re-performance, correction or removal of the defective or non-conforming Work after written notice from the City within the time period designated by the notice, the City may correct or remove it and may store the materials and/or equipment at your expense, then complete the corrective Work. If you do not pay the costs incurred for the removal, storage and correction within 10 days after you receive written notice from the City of the amount of the costs, the City may upon 10 additional days' written notice, sell any such materials and/or equipment at an auction or at a private sale and will account for the net proceeds, after deducting all the costs you are required to bear, including compensation for the City's services. If the proceeds of sale do not cover all costs for removal and correction of the Work, the difference will be charged to you with a deduction of any amounts due you, and an appropriate Contract

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modification will be issued. If later payments due you are not sufficient to cover the amount, you must pay the difference to the City, or the City may deduct the amount from any other funds due to you, including any amounts due under any other contract between City and you.

3. You must not perform any work without lines and grades or beyond the lines shown on the drawings or outside the scope of the Contract, without the prior written consent or direction of the City. It is not authorized, and if you do so you perform it at your sole expense. Upon direction of the City, work so done must be removed or replaced and those areas restored to their previously existing state at your sole expense.
4. Neither the determination of Final Completion and Acceptance of the Work, nor payment, nor any provisions in the Contract will relieve you of responsibility for defective or non-conforming Work, faulty materials, equipment or workmanship, and unless otherwise specified, you must remedy any defects due to the foregoing and pay for any damage to the Work or other property resulting from defective or non-conforming Work, or faulty materials, equipment or workmanship throughout the Warranty Period, as defined in Section VII.E, "Warranties," below, or such other period of time afforded by industry custom or law, whichever is longer. The City will give you written notice of the observed defects with reasonable promptness.

**C. Materials and Equipment**

1. **Quality of Materials.** Unless otherwise specified in the Contract you must use all new materials for the Project and use them in such a manner as to produce completed Work that conforms with the Contract and is acceptable in every detail to the Commissioner. Only materials that conform to the requirements of these specifications may be incorporated or used in the Work. In the absence of a definite specification, materials must be the best of their respective kind with properties best suited to the Work required.
2. **Materials Inspection and Responsibility.** Before any material is incorporated into the Work, you must submit a "Request for Materials Inspection" to the Commissioner. You are solely responsible for submitting the requests with sufficient time for the City to conduct its inspection. You are not entitled to payment for uninspected materials. The City has the right to inspect any material to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. By performing any tests or accepting any materials, the City in no way relieves you of any of your obligations or responsibility under this Contract. Materials, components or completed Work that do not comply with the requirements of this Contract may be rejected by the City, and you must replace them at no additional cost to the City. After you receive notice from the City that materials or components have been rejected, you must promptly remove them from the City's premises at no additional cost to the City.

**D. Substitution of Materials**

1. The City will consider your request for substitution in cases of product unavailability or other conditions beyond your control.
2. You must submit each request for substitution separately and each must include:

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- a. Complete data substantiating compliance of proposed substitution with requirements stated in the Contract;
    - (1) Product identification, including manufacturer's name and address
    - (2) Manufacturer's literature identifying:
      - (a) Product description
      - (b) Reference standards
      - (c) Performance and test data
    - (3) Samples, as applicable
    - (4) Names and address of similar projects on which the product has been used, and date of each installation;
  - b. Itemized comparison of the proposed substitution with product specified that lists significant variations;
  - c. Data relating to changes in the Schedule;
  - d. Any effect of substitution on other parts of the Work, any Subcontractors, or any separate contracts;
  - e. List of changes required in other Work or products;
  - f. Accurate cost data comparing proposed substitution with product specified, including the amount of any net change to Work Order Price;
  - g. Designation of required license fees or royalties; and
  - h. Designation of availability of maintenance services, sources of replacement materials.
3. When you make a formal request for substitution make you are warranting and representing that:
- a. The proposed substitution is equivalent to or superior in all respects to the product specified;
  - b. The same warranties and guarantees will be provided for the substitute as for the product specified; and
  - c. You will coordinate the installation of accepted substitutes into the Work and will make such changes as may be required for the Work to be complete in all respects.
4. If evidence you present does not, in the sole opinion of the Commissioner, provide a sufficient basis for reasonable certainty that the proposed substitution or deviations will provide a quality, result, function, and esthetic appearance, among other attributes, at least equal to that attainable by the specified product, the Commissioner may reject the substitution or deviation without further investigation.
5. The Commissioner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Commissioner will not approve proposed substitutes as equal to items specified that, in the Commissioner's opinion, would be unharmonious, or otherwise inconsistent with the character, quality or design of the Project.

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6. You must bear any additional cost, or any loss or damage, arising from the substitution of any material or method for those specified, including the cost for damages incurred by other contractors notwithstanding approval or acceptance of the substitution by the Commissioner, unless the substitution was initiated by the written request or direction of the Commissioner.
7. The investigation review and approval of substitute materials requires a minimum of 30 days beyond that required for specified routine items. No request for a delay or disruption will be allowed whether or not the substitution is granted.
8. Approval by the Commissioner of a substitution of material will be given in a Contract modification as required in Article XIV, "Changes in the Work."

**E. Warranties**

1. You warrant all Work furnished under this Contract against defective materials and workmanship, improper performance and non-compliance with the Contract for a period of one year after the date of Final Completion and Acceptance of the Work ("Warranty Period"), except as otherwise specifically stated in other parts of the Contract or within such longer periods of time as may be provided by law or by the manufacturer, which periods will then become the Warranty Period as applicable. Your warranty will be in addition to any Manufacturers' Warranties.
2. Your written warranty will include the name of the project as designated in the Contract, be signed by an officer of the company having authority to provide the warranty, and state: "This document serves as a one - year written warranty for the Work performed, and material and equipment installed on the above referenced project. This warranty incorporates all provisions of the Contract that refer or relates to the warranty. This warranty begins on (date) ."
3. During the Warranty Period, you must repair and replace at your own expense, when so ordered by the Chief Procurement Officer or the Commissioner, all Work that may develop defects whether these defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is so repaired or replaced will have the Warranty Period extended for a period of one year from the date of the last repair or replacement.
4. You must bear all costs associated with any repair or replacement under this section, including removal, material, transportation, and reinstallation.
5. **Manufacturer's Warranties**
  - a. You must:
    - (1) ensure that all required Manufacturer's Warranties pass through to the City and the Department;
    - (2) submit all applicable manufacturers' warranties to the Commissioner and ensure that all warranty forms have been completed in the Department's name and registered with the appropriate manufacturers.

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- b. Whenever you make repairs or provide replacements under Section VII.E.3, you must provide a manufacturer's warranty for the repaired or replaced Work, if standard with the manufacturer, in addition to your warranty under Section VII.E.2.

**E. Contractor's Warranties to the Homeowner**

1. The Contractor's Warranty must include the name of the Homeowner and address of the Homeowner's home, be signed by an officer of the company having authority to provide the warranty, and state:
  - a. "This document serves as a written warranty for the Work performed, and material and equipment installed on the above referenced project. This warranty shall remain in effect the period of time specified that refer or relate to the warranty. This warranty is commenced on the first day following Final Completion of the Home. This written warranty is assignable by the Homeowner to any subsequent purchaser of the Home, at no cost."
  - b. Further, the Contractor's Warranty must state the period(s) of time during which the any manufacturer's or supplier's warranty is in effect, and must state the Date of Final Completion of the Home.
  
2. The Contractor must provide a "Home Warranty Package," in the form required by the Commissioner, containing: 1) the warranties on all labor, materials, hardware and equipment installed in the Home; and 2) the written guarantee required by Section 1, above. The warranties for labor, materials, hardware, and equipment must be assignable to any subsequent purchaser of the Home, at no cost. The Home Warranty Package must be provided to the Commissioner no later than ten (10) days after Final Completion of the Home. The Contractor must also submit a sample Home Warranty Package to the Commissioner within sixty (60) days of the Final Completion and Acceptance for review and approval. The sample Home Warranty Package should include a sample of the warranty claims Logs for each manufacturer with a warranty period greater than one (1) year. The "Home Warranty Package" must include warranties from all manufacturers and suppliers on the Contract.
  - a. If any of the Manufacturer's Warranties do not meet the requirements of the Contract Documents, the Contractor must list the variances on a separate page of the Home Warranty Package, and sign that sheet acknowledging that the Contractor will provide the required warranty at its cost, without any charge to the City or Homeowner.
  
3. For the purpose of all warranties and guarantees provided by the General Contractor, its Subcontractors or material suppliers, the company providing the warranty or guarantee must have a designated contractor, distributor or material supplier in the Chicago area which will have been authorized to make warranty or guarantee repairs or replacement. The names, addresses and phone numbers of the Chicago area contractor, distributor or material supplier or an (800) number (if there is no local number) must be listed in the Home Warranty Package indicating the labor, material, or equipment the warranty or guarantee relates to.

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4. Contractor must perform all installation work hereunder in a manner so as to preserve all manufacturer materials and equipment warranties. Upon Final Completion and Acceptance of the Work, the Contractor must transfer all warranties from all suppliers of materials or equipment for the Work to the Homeowner and provide a copy to the City. It is expressly understood and agreed that Homeowner is a Third Party Beneficiary under this Contract and, as such, has full authority to enforce all express and implied workmanship, materials, and equipment warranties provided hereunder.

**VIII. PERSONNEL**

**A. General**

The Contractor must assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent and efficient personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Work. Contractor must include among its staff such Key Personnel and positions as identified below.

**B. Key Personnel**

1. The Contractor must submit a project staff organizational chart which includes the names and resumes of employees in key positions for this Project at the pre-construction meeting. All employees in key positions must be approved by the Commissioner.
2. If any key personnel furnished by the Contractor for the Project in accordance with the key personnel provisions under this section of the Contract should be unable to continue in the performance of assigned duties for reasons due to death, disability or termination, the Contractor must promptly notify the Commissioner explaining the circumstances. Changes in assignment of key personnel due to commitments not related to this Contract are prohibited without Commissioner's approval.
3. On request by the Commissioner, the Contractor must furnish to the Commissioner within ten (10) Working Days the name of the person substituting for the individual unable to continue, together with any information the Commissioner may require to judge the experience and competence of the substitute person. Upon approval by the Commissioner, such substitute person must be assigned to the Project and if the Commissioner rejects the substitute, the Contractor shall have ten (10) days thereafter to submit a second substitute person. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by the Commissioner.
4. In the event that, in the opinion of the Commissioner, the performance of personnel of the Contractor assigned to this Project is at an unacceptable level, such personnel will cease to be assigned to this Project, must return to the Contractor, and the Contractor must furnish to the Commissioner the name of a substitute person or persons in accordance with the previous paragraph.

**C. Character of the Workers**

1. The Contractor must employ only competent and efficient laborers, mechanics, or artisans, and whenever, in the opinion of the Commissioner, any such worker is



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careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the Commissioner, discharge or otherwise remove such worker from the Work and must not use such worker again, except with the written consent of the Commissioner. The Contractor must not permit any person to enter any part of the Work or any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

2. Contractor must submit to the Commissioner the safeguards it has in place to ensure that only individuals of good character are permitted to have contact with and access to Homeowners and their Residences. This process must be part of the Contractor's Safety Program as identified in Section VIII.E.

**D. Supervision and Superintendence**

1. The Contractor must personally supervise and superintend the Work, and must have a competent jobsite Superintendent at the site at all times that the work is being performed.
2. The Contractor also must have a full-time experienced and qualified Project Manager assigned to the Project.
3. Job Superintendent and Project Manager of designee must provide twenty-four hour emergency phone numbers.

**E. Contractor's Safety Program**

1. Contractor has sole and complete responsibility for implementation of a safety program ("Contractor's Safety Program"), including, but not limited to, the requirements described in this Section VIII.
2. The Contractor will submit the Contractor's Safety Program to the Commissioner no later than fourteen (14) days after receiving the Notice to Proceed.

**F. Davis-Bacon Prevailing Wages**

The Contractor agrees to comply and assures compliance with the requirements of 49 U.S.C. 5333(a), the Davis-Bacon Act, 40 U.S.C. 276 a(7), and implementing U.S. DOL regulation, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. In addition to other requirements that may apply, the Contractor agrees to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for Subcontractor work under the Project, and agrees to refrain from awarding any affected subcontract until the subcontractor agrees to the required wage determination. The Contractor further agrees to report to the federal department of

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Housing and Urban Development every suspected or reported violation of the Davis-Bacon Act or its Federal implementing regulations.

**G. Minimum Wage, Mayoral Executive Order 2014-1**

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this Contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable rules or regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2020 is **\$14.15 per hour**. The Minimum Wage must be paid to:

- A) All employees regularly performing work on City property or at a City jobsite.
- B) All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Contractors a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Contractor's operations, does not directly relate to the services provided to the City under the Contract, and is included in the Contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employee's subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employee's subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the

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payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

**IX. PERMITS AND LICENSES**

**A. Contractor Obtains Permits**

Except for the three types specified below, you must obtain all permits wherever the Work under this Contract requires them, including from the City of Chicago or other public authorities. You must furnish triplicate copies of the permits to the City before the Work covered by them is started. **NO WORK IS ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.**

The City will obtain permits required from the Metropolitan Water Reclamation District of Greater Chicago, the Illinois Division of Waterways and the U.S. Army Corps of Engineers.

**B. Contractor Pays Permit Fees**

The special use of, or removal, alteration or replacement of certain City-owned facilities and appurtenances such as traffic signs, parking meters, trees, sewers, hydrants, bridges and viaducts which are required for you to perform your Work are subject to all applicable Municipal Ordinances. It is your responsibility to obtain all the necessary permits and pay the associated fees. You must furnish copies of the permits to the City before the Work covered is started. Information with regard to the above may be obtained by contacting the appropriate City Departments.

**C. Occupancy Placard and Fees**

You must provide an occupancy placard indicating occupancy and floor plans based upon key plans provided by the Architect. It is your responsibility to pay all fees and expenses related to providing the occupancy placard.

**X. COORDINATION WITH OTHER CITY DEPARTMENTS**

**A. Water System Work and Usage**

If water from a City hydrant is necessary for the execution of the Work, you must obtain a hydrant permit from the City's Department of Water Management. You must obtain a permit from that department also for any construction, repair or adjustment of any water main, branch or service connection. Requests for permits must be made at the **Department of Water Management, City Hall, 121 North LaSalle Street, Room 906, Chicago, Illinois 60602; 312/744-7060.**

**B. Sewer System Work**

If you will be constructing, repairing, adjusting or cleaning any subsurface structure designed to collect or transport storm and/or sanitary waste water, either in private property or in the public way you, through a licensed drainlayer, must obtain a permit issued under this Section X.B. (A licensed drainlayer is a person possessing a current sewer and drain

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license issued by the Department of Water Management.) Requests for permits must be made at the **Department of Water Management (Sewers and Drains), 333 S. State Street, Room 410, Chicago, IL 60604-3971; 312/747-8117.**

Project plans must be submitted to the Department of Water Management (Sewers and Drains) sufficiently in advance for examination and review. Plans meeting the department's requirements must be submitted with the application for permit at least four days before the issuance of permit. When applying for a permit, you must submit three sets of plans that show all new underground sewer Work inside and around the project with a clear site or location plan together with the estimate of quantities for sewer sizes and sewer structures to be installed.

A copy of the permit must be on the Work site before the start of construction. Failure to obtain a permit before the start of construction will result in a penalty and could result in the revocation of the drainlayer's license.

You must arrange for sewer inspections at least 48 hours before the start of Work. Inspections may be requested by calling **(312)744-7501 for Plumbing Inspections and (312) 747-7892 for Mason Inspections.**

**C. Parking Meter Removal and Replacement**

The City via the metered parking concessionaire shall close or remove and opened or reinstall any parking meters, including signs indicating pay boxes, as may be required. However, you must pay all fees and lost meter revenues required by § 9-68-050 of the Chicago Municipal Code. You must advise the Department of Transportation, Bureau of Inspections, Construction Compliance Section (Public Way Permits), Room 804, City Hall, Chicago, Illinois 60602, in writing at least two weeks in advance of the closure citing the location and meter number of the meters to be closed or removed. Closures of less than 6 hours on a given day and limited to less than 10 business days are strongly encouraged, and you must be prepared to detail any reason requiring closures of a longer hourly and daily duration.

You may not remove any parking meters without the express written consent of the Commissioner. If you violate this provision, you (a) recognize that the City will suffer damages as a result, including the costs incurred by the City in tracking, retrieving, and repairing damage to the parking meters, and (b) will be liable for liquidated damages in the amount of \$350 for each single-space parking meter or \$10,000 for each pay box you removed. All amounts, including any other debts, will be deducted from any amounts due or that may become due you.

Notification must be provided immediately once meters can be opened or reinstalled. That notification must be e-mailed to the Department of Revenue at [parking-meter-closure@cityofchicago.org](mailto:parking-meter-closure@cityofchicago.org). Please include "REOPEN/REINSTALL" in the subject line and provide details concerning permit numbers, locations, and dates that the meters may be opened or reinstalled.

The City of Chicago Department of Transportation and the Department of Revenue may modify these requirements in the future.

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**D. Traffic and Parking Sign Removal and Replacement**

The City will remove and re-install any traffic and parking sign(s) as may be required, however, you will be responsible for all fees relative to the removal and replacement of all of the City's traffic and parking signs. You must inform the Bureau of Signs and Markings, in writing, of the location of each sign to be removed and specify its distance from the property line of the nearest cross street. Each sign legend must also be stated. This information must be provided at least five days before removal. You must also inform the Bureau of Signs and Markings, in writing, of when signs may be reinstalled as soon as this date is known. Contact the **Bureau of Signs and Markings, 3458 S. Lawndale, Chicago, Illinois, 60623, Attn.: Deputy Commissioner, (312)747-2210.**

**E. Trees**

In accordance with § 10-32-060 *et seq.* of the Municipal Code, you must obtain a permit from the Bureau of Forestry when removing planting, trimming, spraying, or in any way affecting the general health or structure of trees in the public way. There is no fee for this permit. The permit must be obtained from the **Bureau of Forestry Permits Division; 3200 S. Kedzie, Chicago, Illinois 60623; (312)747-2098, fax (312) 747-2178.**

The Bureau of Forestry requires 48 hours' notice before starting Work for all activities with the exception of tree planting, which requires two weeks' prior notice. To obtain tree planting permits, two copies of the site plan must be presented to the Bureau for its review and approval. A Bureau representative must also assist in the selection of those trees to be planted in the public way. Tree planting standards and specifications are outlined in the Bureau of Forestry's "Manual of Tree Planting Standards," which is available upon request from the Bureau of Forestry.

**F. Demolition**

If demolition of a structure or removal of an underground storage tank is required during construction, you must obtain a permit and pay the required fee as set forth in the Municipal Code and its amendments to date. The permit must be obtained from the Department of Construction and Permits, City Hall, 121 North LaSalle Street, Room 900, Chicago, Illinois 60602; (312)744-3400).

**XI. SCHEDULE**

**A. Time**

1. The date for commencement of the Work is the date set forth in the Blanket Release or such other date as may be established at the discretion of the Commissioner in a Notice to Proceed. At least three Business Days prior to starting work on a Work Order, you must provide the Commissioner, a schedule for the performance of the Work, which complies in all respects with the Contract, within the Work Order Completion Time. The schedule may be used as a means of determining the progress of your performance of the Work, but neither the provision of the schedule to the City, nor the City's acceptance or use of the schedule, acts in any way to relieve you of any of your obligations under the Contract.

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2. Progress and Completion. TIME IS OF THE ESSENCE IN THIS CONTRACT. No time extensions will be allowed unless they are contained in writing that has been approved and executed by the City. Liquidated damages will be assessed against you for late completion of the Work and failure to achieve any milestone dates that provide for liquidated damages set forth in the Contract. You must not suspend any Work that may be subject to damage by climatic conditions without the Commissioner's prior written approval. Notwithstanding any other terms contained in this Contract, you must take measures to protect the Work and to minimize the impact of such conditions on the progress of the Work.

**B. Progress Schedule**

1. You must begin performance of the Work and to prosecute it with all due diligence, so as to complete the Detailed Scope of Work within the Work Order Completion Time stipulated, after the date of commencement of Work, as specified in the written Notice to Proceed to you. The date for the commencement of Work is not counted as a day, but each day after that, from midnight to midnight, is counted as one day and the last day counted is the date of Final Acceptance and Completion of the Work. You must, when necessary, use overtime, multiple shifts, weekend and/or holiday work to maintain the approved schedule at no additional cost to the City.
2. Except when otherwise specified by the Commissioner, you must provide the progress schedule ("Schedule") for the Work using the Critical Path Method ("CPM") as described in Section XI.D, "Critical Path Method Schedule," below.
3. The Commissioner's approval of your Schedule is done for the sole purpose of insuring that all CPM scheduling documents you prepare are in conformance with the Contract requirements. This approval does not relieve you of the responsibility for the means, methods, procedures and sequence of the construction process nor does it entitle you to additional funds for completing Work in a period that is less than the Work Order Completion Time.
4. Daily Progress Reports: You and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work, including in the report the number of workers and the classification of the trades involved, equipment used and any pertinent information regarding possible delays in the Work.

**C. Construction Operations Plan**

1. You must, within 14 days after Notice to Proceed, submit to the Commissioner for review the order of procedure you propose to follow in performing the Work. Work begins only after your proposed order of procedure in performing the Work and the Schedule have been submitted to and consented upon by the Commissioner, in writing. You understand that a reasonable amount of time is required by the Commissioner for the examination of the procedure and Schedule. As Work progresses, changes or modifications in the procedure and Schedule, may be required by the Commissioner. In that event, upon notice from the Commissioner to you, further Work is performed only in accordance with the changed or modified procedure and Schedule as have been submitted to and consented upon, by the Commissioner, in writing.

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2. The Commissioner, in his/her sole discretion, may reject or require modification of any proposed or previously approved order of procedure, that he or she considers to be unsafe for the Work under this Contract, or for other Work being carried on in the vicinity, or for other structures, or for the public, or for workmen, engineers and inspectors employed thereon, or that will not provide for the completion of the Work within the period of time specified in the Schedule, or that is contrary to any other requirement of this Contract.
3. The City's acceptance or approval of any order or procedure or equipment that you submitted or employ does not in any manner relieve you of responsibility for the performance of the Work, or for the safety of the performance of the Work under this Contract, or from any liability whatsoever on account of any procedure employed by you, or due to any failure or movement of any structure or equipment furnished by it. Notwithstanding any approval by the Commissioner, should any structure or equipment installed under this Contract afterwards prove insufficient in strength or fail in any manner whatsoever, the insufficiency or failure in no way forms the basis of any claim for extra compensation for delay, or for damages or expenses caused by the insufficiency or failure, or for an extension of time for completion of the Work, or for material, labor or equipment required for repairing or rebuilding the structure or equipment, or for repairing or replacing any other Work that may have been damaged by the movement or insufficiency or failure of any such structure or equipment, respectively.

**D. Critical Path Method ("CPM") Schedule**

1. You must format the Schedule to show the proposed starting and completion date for the various stages of the Work, including any float time, and must prepare it in such a way that it can be used to plot actual progress against proposed progress. You must update the Schedule and submit it to the Commissioner no less than monthly or as directed by the Commissioner. The Commissioner may request more frequent Submittals. Monthly payment will be withheld for failure to submit updated Schedules. One copy of the Schedule must be submitted to the Commissioner in a reproducible format. A copy of the Schedule must be submitted on a computer diskette in a format acceptable to the Commissioner.
2. You must assure that the Schedule includes, at a minimum:
  - a. Project name, Contract number, Contractor's name, data date and plot date on each separate sheet. If multiple diagrams are prepared, each must, in addition to the above, include a descriptive title of that portion of the Work included in them.
  - b. The order and interdependency of activities, indicating the sequence in which you plan to perform the Work; the Schedule must describe and indicate the critical path; and
  - c. Estimates of man hours and/or crew sizes for each activity.
  - d. The dates for:
    - (1) starting and completing the various stages of the Work, including milestones identified by the City in the Contract;
    - (2) placing material orders, fabrication and delivery of materials and equipment;

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- (3) preparation, submittal and approval of all required submittals to the City;
  - (4) procuring material and equipment furnished by the City;
  - (5) interface activities performed by other contractors or Subcontractors upon which your Schedule depends;
  - (6) all Work activities and field construction operations;
  - (7) equipment installation, testing and balancing.
3. For purposes of the Schedule, "activity" means each logically separate part of the Work defined by an observable start and an observable finish, subject to the following:
- a. To establish the scope of an activity for Schedule purposes, you must form a single activity from the largest grouping of related operations that permit a continuous and measurable flow of Work;
  - b. The scope of an activity must be small enough to permit a reasonable appraisal of its status or as directed by the Commissioner;
  - c. Each activity on the Schedule must be manpower loaded;
  - d. The activities must be defined so that the average activity has a value of approximately \$25,000, with no activity exceeding \$200,000 without the consent of the Commissioner; and
  - e. Activities of other contractors or companies that must be completed before the start of your Work or portion of Work must be included in the Schedule as milestones and identified with a designation approved by the Commissioner.
4. You must furnish the following information on the Schedule for each activity:
- a. Activity numbers assigned to the related portions of Work in the format of the project specification division and section numbers. You must submit the activity numbers to the Commissioner for review and approval;
  - b. A description of the activity that is sufficiently detailed to permit an evaluation of your performance of the Work described;
  - c. Duration of the activity in days, unless otherwise noted;
  - d. Responsibility code for each activity that is not performed by you, indicating which Subcontractor, supplier, fabricator, or other contractor is to perform the activity;
  - e. Each activity must be identified with early/late start, early/late finish, and total float;
  - f. A breakdown by monthly node of dollar amount and percentage of Work Order Price.
5. In addition to the above, any activity whose start or finish dates has been specified elsewhere in the Contract must be shown as the specified dates in the Schedule.
6. The following information must be furnished on the Schedule as summary items:
- a. The projected total percentage complete, on a monthly basis;
  - b. Anticipated total partial payments, on a monthly basis, including Subcontractor payment breakdown; and



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- c. The projected total manpower requirements, on a weekly basis.
  - d. Within 14 days after receipt of the detailed Schedule and supporting documents, the Commissioner will either approve the Schedule or reject it with written comments. If the Schedule is rejected, you must submit a revised Schedule within seven calendar days of the date of rejection. The Commissioner's decision to reject the Schedule is final and you may not dispute it under Article XIX of the Contract.
  - e. You must provide prompt written notice to the Commissioner of any events or other changes that may delay or accelerate the Schedule.
  - f. If you fail to provide the Schedule within the time prescribed and/or updates within the stated time frames, it is an event of default under the Contract, and the Commissioner may, in addition to any other remedies available to the City, withhold monthly partial payments until such time as you submit the required information.
- 7. Changes to the Schedule**
- a. If you propose to make any changes to the Schedule, you must provide the Commissioner notice of the proposed changes, in writing, stating the reasons for the change, identifying each changed activity (including durations and interrelationships between activities) and providing a diskette of the proposed changed Schedule.
  - b. The originally approved Schedule will be the Baseline Schedule. The Commissioner, in his sole discretion, may approve or disapprove the proposed change in the Schedule to the extent that the change does not extend the Work Order Completion Time. He will provide a decision in writing to you within 10 days of receipt of your submission. All monthly updates must be plotted against the current revision of the Baseline Schedule.
  - c. If the Commissioner approves the change to the CPM Schedule you must submit a revised Schedule incorporating the change(s) within 10 days after approval along with a written description of the change(s) to the Schedule.
  - d. Any proposed change that would result in an extension of the Work Order Completion Time requires the written approval of the City.
- 8. Updating.** The originally approved CPM will be designated as the Baseline Schedule and will only be changed based on written approval that extends the Work Order Completion Time.
- a. All updates will be plotted against the Baseline Schedule. You must update the CPM Schedule on a monthly basis coincident with the submission of the pay estimate. The updated information must include the Baseline Schedule detail and the following additional information for each activity:
    - (1) Actual start dates;
    - (2) Actual finish dates;
    - (3) Actual activity percent complete;
    - (4) Remaining duration of activities in progress; and
    - (5) Critical activities must be identified or highlighted.

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- b. The updated information must include the Baseline Schedule detail and the following additional information for each summary item:
  - (1) Actual monthly and total-to-date Work percentage complete.
  - (2) Actual monthly partial payments, including Subcontractor partial payments; and
  - (3) Actual weekly and total-to-date manpower utilization.
- c. The City may withhold partial payments if you do not submit updates as required.
- 9. Neither an update nor Schedule change may, in itself, extend the Work Order Completion Time. The Work Order Completion Time may only be extended by a written approval by the City.
- 10. Narrative Report. As part of the CPM Schedule update, you must prepare a written narrative report, highlighting the progress during the past update period. This written report must include the following information:
  - a. Summary of Work accomplished during the past update period;
  - b. Contract milestone comparison chart;
  - c. Analysis of critical path(s);
  - d. Analysis of time lost/gained during the update period;
  - e. Identification of problem areas; and
  - f. Recommended solutions to current problems.
- 11. You are required to attend a monthly CPM Schedule review meeting where the Schedule will be reviewed with the Commissioner. The purpose of this meeting is to review past progress, current status, problem areas and future progress. Your narrative report is reviewed at this meeting. Your representatives attending this meeting must have the authority to commit manpower and/or other resources to correct any negative impact to the Schedule. Any possible means of shortening the Schedule at no additional cost will be brought to the attention of the Commissioner. The Updated Progress Schedule will be used as a guide for verifying estimates of work completed for which payment is requested, and must accurately represent the project's current status. None of the information provided in this Section constitutes a request for a time extension.

**E. Recovery Schedule**

- 1. You must maintain an adequate work force and the necessary materials, supplies and equipment to meet the current approved Schedule. If you, in the sole opinion of the Commissioner, are failing to meet the approved Schedule, including any Work Order milestones, you must submit a recovery Schedule (the "CPM Recovery Schedule"). The CPM Recovery Schedule sets forth a plan to eliminate the schedule slippage (negative float). The plan must be specific and show the methods to achieve the recovery of time, e.g., increasing manpower, working overtime, weekend work, employing multiple shifts. You must bear all costs associated with implementing the CPM Recovery Schedule.
- 2. Upon receipt of the CPM Recovery Schedule, the Commissioner will review it for conformance with the Contract and degree of detail. The Commissioner, within 14 days

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after receipt of the CPM Recovery Schedule and supporting documents will approve it or reject it with written comments. If the detailed CPM Recovery Schedule is rejected, you must submit a revised CPM Recovery Schedule within seven calendar days after the date of rejection. The Commissioner's decision to reject the CPM Recovery Schedule is final and you may not dispute it.

3. If you refuse to follow the direction of the Commissioner, the Commissioner reserves the right after seven days written notice to you, to procure the materials, equipment and labor to proceed with or to complete the Work or any portion of it and charge the cost to you. The Commissioner's rights under this provision are cumulative to rights under any other provisions of the Contract including the City's rights to terminate for default or to early termination.

**F. Time for Completing Punch List**

1. TIME IS OF THE ESSENCE IN CLOSING OUT THE WORK, and you must begin work immediately after receipt of a list of minor miscellaneous or finishing work known as "Punch List Work." Your failure or that of your Subcontractors to begin the Punch List work within three days of receipt of the Punch List is an event of default.
2. You must diligently prosecute the Punch List work once begun and complete it within 30 days from receipt of the Punch List. If you fail to complete Punch List work within the 30 day time period, you must pay the liquidated damages set forth for "Punch List Work" in Book 2.
3. If liquidated damages are assessed, they will be added to the previously determined liquidated damages assessed as of the Substantial Completion Date or the City's beneficial occupancy of the Project, whichever occurs earlier. The City's takeover of the Project under Section XX.C.3.b., however, does not constitute beneficial occupancy for purposes of liquidated damages.

**G. No Damages for Delay; Extensions of Time**

1. Should you be delayed in starting, prosecuting or completing the Work by any act of the City, including a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the City, or by order of the City, or anyone employed by or acting on behalf of the City, or by any cause beyond your control, none of which are due to any fault, neglect, act or omission on your part, then your relief is limited to an extension of the Work Order Completion Time that is no greater than the duration of any such delay. The extension of time releases and discharges the City, its employees, officials, agents and representatives from all claims for damages of whatever character, including any claims you may make on account of disruption, changes in sequence, interference, inefficiency, direct or indirect cost or any other causes of delay.
2. You must notify the Commissioner in writing of the cause within five calendar days after the delay begins. Consideration of a time extension for events beyond your reasonable control will be made if the delay directly impacts the Schedule for completion of the Work. Events considered to be beyond your reasonable control are limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, freight embargoes, or weather significantly more severe than the norm, but only if the listed causes were not foreseeable and did not

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result from your fault or negligence and only if you took reasonable precautions to prevent delays owing to such causes.

3. Unless otherwise provided in the Contract, the Work Order Completion Time is based on normal weather conditions. An extension is granted for weather significantly more severe than the norm only if you demonstrate to the satisfaction of the City that any delay in the progress of the Work was due to such weather. The basis used to define normal weather will be the "normal" data as compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration in their most current report entitled "Local Climatological Data, Annual Summary with Comparative Data" for the month for which the time extension is sought. The effects of weather less severe than the norm may be taken into account in considering your requests for time extensions for the effects of more severe weather.
4. No extension of time will be granted under this Section for any delay if you, by your action or inaction, including your fault or negligence or that of your Subcontractors, caused the delay, or for which any remedies are provided under any other provision of the Contract.
5. The grant of an extension of time pursuant to this Section XI.G, "No Damages for Delay and Extension of Time," in no way constitutes a waiver by the City of any rights or remedies existing under this Contract, at law or in equity.
6. You must submit in writing any claim for extension of time to the Commissioner not more than five days after the delay begins, otherwise the claim is waived. Any claim for extension of time must (i) state the cause of the delay; (ii) specifically demonstrate the impact of the delay on the Schedule; and (iii) state the number of extension days requested. If the cause of the delay is continuing, only one claim is necessary, but you must report, in writing, the cessation of the cause for the delay within 10 days after the termination. Any claim for extension of time that does not comply with this provision constitutes a waiver by you of your rights to any such extension.
7. After receipt of a timely and properly completed request for a time extension, the City may (i) grant a time extension for the entire length of the delay; (ii) grant a time extension for a portion of the extent of the delay; or (iii) deny the time extension.
8. If you do not agree with the City's decision on a claim for time extension, you may appeal the ruling to the Chief Procurement Officer under Article XIX, "Claims and Disputes," but only if you have complied with the notice requirements provided in these Terms and Conditions for Construction and the time extension request exceeds five calendar days or the liquidated damages exceed \$10,000. The Commissioner's decision is final whenever the time extension request is for a duration of less than five days or the liquidated damages are less than \$10,000.

**H. Suspension of Work**

The Commissioner has authority to suspend the Work wholly, or in part, for such period of time as the Commissioner may deem necessary due to conditions unfavorable for the satisfactory prosecution of the work, or to conditions that, in the Commissioner's opinion, warrant the action or for such time as is necessary by reason of failure on your part to carry out orders given or to perform any or all provisions of the Contract. No additional

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compensation will be paid to you because of any costs caused by the suspension when the suspension is ordered for reasons resulting from any action or omission on your part or is related to utility adjustments, railroad work, work by other contractors on or near the Work covered by the Contract, or unforeseeable weather conditions.

**I. Liquidated Damages**

1. If the Work is delayed, you are liable for liquidated damages for every day you fail to achieve the Completion Date (or any milestone completion date that provides for liquidated damages), but only if the delay is not the result of an excusable cause permitted under Section XI.G.2, "No Damages for Delay and Extensions of Time." The specific amount of liquidated damages for which you are liable is set forth in Book 2 of this Contract.
2. The City will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due you. If the moneys are insufficient to cover the damages, then you or your surety must pay the amount due. Nothing contained in this Section is to be construed as limiting the right of the City to recover from you all amounts due or to become due, and all costs and expenses sustained by the City for improper performance under this Contract, repudiation of the Contract, failure to begin work on the date of commencement, or failure to perform the Work with adequate forces, equipment or materials or other resources, or breaches in any other respect, including defective workmanship or materials. In addition to liquidated damages for failure to meet any milestones, you are liable to the City for any other damages sustained as the result of your refusal or failure to perform the Work.
3. If the City permits you to continue to perform Work despite your failure to meet any milestone date set forth in the Contract, the action in no way constitutes a waiver by the City of any rights or remedies that exist under this Contract, at law, or in equity.

**XII. MEETINGS**

**A. Pre-Construction Meeting**

Before beginning Work, the Commissioner may conduct a Pre-Construction meeting. Your representatives and Subcontractors must attend. The purpose of the meeting is to establish lines of authority and communication and the identification of duties and responsibilities of the organizations. Discussion will cover specific contract plans, specifications, unusual conditions, schedules of completion, and other features of the Contract. The Commissioner may conduct additional coordination meetings at his discretion.

**B. Weekly Review Meetings**

The Commissioner may conduct weekly review meetings. At a minimum, your project manager and superintendent must attend. However, you must arrange for Subcontractors to attend the meetings if expressly requested by the Commissioner. The meetings may include the following:

1. Review of Work progress since the previous weekly review meeting;
2. Discussion of field observations, problems and decisions;

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3. Review of off-site fabrication problems and other problems affecting in the Work Order Completion Time;
4. Review of equipment deliveries;
5. Discussion of corrective measures and procedures to achieve the CPM Schedule;
6. Review of submittal schedules and effect on the CPM Schedule;
7. Review of proposed Contract changes and effect on the construction schedule;
8. Coordination requirements;
9. Clarifications and decisions required of the Commissioner;
10. Review of your forces on the Work; and
11. Review of Project Record Document status and content.

**C. Monthly Review Meetings**

The Commissioner may conduct monthly review meetings. At a minimum, your project manager and superintendent must attend. However, you must arrange for Subcontractors to attend the meetings if expressly requested by the Commissioner. The meetings may include the following:

1. Review of Work progress since the previous monthly review meeting;
2. Discussion of field observations, problems and decisions;
3. Review of off-site fabrication problems and other problems affecting the CPM Schedule;
4. Review of equipment deliveries;
5. Discussion of corrective measures and procedures to achieve completion in the Work Order Completion Time;
6. Review of submittal schedules and effect on the CPM Schedule;
7. Review of proposed Contract changes and effect on the Schedule;
8. Coordination requirements;
9. Clarifications and decisions required of the Commissioner;
10. Review of your forces on the Work; and
11. Review of Project Record Document status and content.

**XIII. PAYMENTS**

**A. Contract Price**

The "Contract Price" is the total dollar amount of your quote accepted by the City, including approved change orders, which may not exceed \$500,000.00. It includes all labor, equipment, materials, permits, licenses, fees, and taxes necessary to perform the Work. In the case of a lump sum Contract Price or lump sum line item, you must provide the Commissioner with a breakdown that includes a schedule of costs for the various parts of

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the Work included in the lump sum. The total of these costs must equal the lump sum Contract Price or lump sum line items, as applicable.

The breakdown must be submitted in such form and detail, and supported as to correctness by such data, as the Commissioner may direct. The City will make no payment to you until you have submitted the breakdown and the Schedule required by Article XI, "Schedule," and the Commissioner has approved them. The breakdown may be used for verifying monthly progress payments upon substantiation of the costs detailed and the progress of the Work.

**B. Procedure for Monthly Payment Requests and Final Payment**

1. Before submitting an Application for Payment (Final or Partial) the City and the Contractor shall reach an agreement concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
2. You and the City will agree upon a payment schedule of at least once per month, or more frequently if appropriate or if specified elsewhere in the Contract. The Commissioner will process payment requests pursuant to that agreement if your payment requests, in the Commissioner's sole judgment, are acceptable in form and content, and if the Work for which payment is being requested has been completed according to the terms and conditions of this Contract. All payment requests are subject to correction by the Commissioner.
3. In cases where you proceed to perform and complete the Work properly under the Contract, ~~progress payments will be processed on a monthly basis unless the amount earned is greater than \$1,000,000, then payments may be made twice a month.~~ The payment period ends on the monthly anniversary date of the Notice to Proceed.
4. Each monthly payment request must include one original and two copies of the following:
  - a. Certified Statement. You must submit certified statement(s) (signed by an authorized individual and notarized) for each payment request; the statement, in the form acceptable to the Commissioner, must list the following for you and for each Subcontractor and supplier for the period for which payment is requested:
    - (1) the name and business address of the particular Subcontractor or supplier;
    - (2) description of the work performed and/or product supplied;
    - (3) indication of whether the Subcontractor or supplier is an MBE, WBE, or a non-certified firm.
    - (4) the total amount of the particular subcontract;
    - (5) the amount previously paid to the Subcontractor and the dates paid;
    - (6) the amount of the monthly pay request you will pay to each individual Subcontractor and/or supplier from payments you receive on the request, and the dates those amounts were invoiced or requested by the Subcontractor or supplier;
    - (7) the balance remaining under the subcontract to complete the Work.

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- b. Partial Waivers of Lien to Date and Affidavit for Payment. Following your first payment request, you must submit Partial Waivers of Lien from all Subcontractors and suppliers that performed services and provided supplies during the month before your previous payment request. The Partial Waivers of Lien must be in a form acceptable to the City and must identify, at a minimum, the payment request number and time period covered. The Partial Wavier of Lien must be in dollar amount equal to the dollar amount of the services performed or supplies provided by the Subcontractor or supplier during the relevant time period. With every payment request, you must also submit an Affidavit for Payment from all Subcontractors and suppliers for whose services or supplies you request payment. The Affidavit for payment must be in a form acceptable to the Commissioner and identify, at a minimum, the payment estimate number, the time period covered, and the total amount invoiced by the Subcontractor or supplier, and the total amount paid to the Subcontractor or supplier to date.
- c. Status Report of MBE/WBE Subcontract Payments. A status report of MBE/WBE Subcontractor payments, as required by the Contract documents, must be submitted with each monthly invoice in the form required by the City; and
- d. Certified Payrolls. You and all Subcontractors working on the job site must submit three copies of certified payrolls for the payment period to the Commissioner every week until all Work is completed. All payrolls must be identified with Contractor or Subcontractor's name, as appropriate, Contract name and be sequentially numbered. If there are periods of no Work by you or a Subcontractor, you must submit a payroll labeled "NO WORK." The final payroll must be clearly labeled "FINAL". Certified payrolls are required to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Chief Procurement Officer. An employee's address should appear every time his or her name appears on the payroll. You must submit the certified payrolls and additional information regarding EEO and wage compliance by providing a Payroll Summary Report in the form required by the Chief Procurement Officer. You and each Subcontractor must submit the EEO report forms required by the City and U.S. Department of Labor reflecting fully the periods of Work covered by the partial payment request. When directed, contractor shall be required to submit payrolls electronically using the City certified payroll reporting system.
- e. You must declare subcontractor payments with each invoice submitted to the City. You are required also to inform subcontractor each time you submit an invoice to the City that includes work for which you have been billed by the subcontractor. The Subcontractor Payment Certification Form can be downloaded from the City's website at [www.cityofchicago.org/finance/subcontractorform](http://www.cityofchicago.org/finance/subcontractorform). The information from this form will be recorded in the City's financial system and posted on the City website.



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**C. Payment for Stored Material**

1. Whether stored on- or off-the job site, the risk of loss for stored material will remain with you, and you must insure the stored materials against the risk of loss, theft or damage until its installment in the Work.
2. Payment for material stored on the job site will be 100% of a valid invoice. No payment will be made for materials stored off the job site unless otherwise authorized by the Commissioner in accordance with Section XIII.C.3. If Materials stored on the job site cannot be incorporated in the finished Work within a reasonable period of time you may include them in the monthly progress payment, but only if the following documents are submitted with the request for payment:
  - a. Paid invoices showing the cost of material or equipment;
  - b. Waiver of lien from the supplier indicating that the cost of the material or equipment was paid; and
  - c. Inspection tickets showing that material or equipment had been inspected and accepted by the City.
3. Payment for material stored off-site, if authorized, will be 100% of a valid invoice when you have provided the Commissioner with the documents and assurances listed and complied with the requirements below:
  - a. A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs;
  - b. A waiver of lien from the supplier for the total amount of the material purchased;
  - c. Inspection for all of the material stored;
  - d. A certified statement giving the exact location of the materials or equipment, stating that:
    - (1) you have inspected all of the material stored and that it is complete and in good condition;
    - (2) the materials are suitably stored and maintained at a bonded, secure and environmentally appropriate location that the Commissioner has agreed upon and subject to the conditions required or established by him;
    - (3) you have complied with procedures satisfactory to the Commissioner to establish the City's title to the materials or otherwise protect the City's interest in them, including, insurance, storage and transportation to the Project site for the materials stored off-site, as the Commissioner may reasonably require;
    - (4) the materials, equipment and associated fabricated components will not be diverted away from the Project;
    - (5) a certificate of insurance coverage for the stored material upon which payment is requested;
  - e. Immediately upon receipt of payment for the material, you must prepare and execute all documents required to transfer title to the City, including, any Uniform Commercial Code documentation necessary to perfect transfer of title; and

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- f. All material and Work covered by payments will thereupon become the sole property of the City, subject to your obligation to insure it until Acceptance of the Work.

**D. Retainage**

1. Pursuant to § 2-92-250 of the Municipal Code, no retainage shall be withheld by the City. As a matter of prompt payment to subcontractors as required by Section XIII.E, Contractor must not withhold retainage from subcontractors in any form, including but not limited to administrative fees.

**E. Prompt Payment to Subcontractors**

1. **Payment Within Seven Days.** The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents.

2. **Liquidated Damages for Failure to Promptly Pay.** Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3. **Reporting Failures to Promptly Pay.** The City posts payments to prime contractors on the web at <http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

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[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure\\_to\\_Promptly\\_Pay\\_Fillable\\_Form\\_3\\_2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf)

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

4. Action by the City. Upon receipt of an electronic report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

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First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500
Fifth and Each Succeeding Unexcused Report:	\$1,000

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The liquidated damages set forth above shall be assessed per unexcused report per contract, i.e., each successive report regarding a contractor's failure to pay under this Contract will be assessed liquidated damages, regardless of which subcontractor files the unexcused report(s).

By executing this Agreement, Contractor acknowledges and agrees that the City may collect such damages by deducting any amount due to the City from the next payment to be made to the Contractor. In the event that no further payments are due to Contractor, Contractor agrees to promptly pay such liquidated damages as it may owe to the City. Failure to make such payment within thirty (30) days of receipt of notice of the assessment of liquidated damages may result in Contractor being debarred from participating in City contracts for a period of not less than one year.

Contractors are reminded that each unexcused failure to pay promptly is an event of default under the Contract and, in addition to the liquidated damages provided for in this Section, is subject to the remedies found in Section XX.C of this Contract. Contractors are further reminded that per Section 2-92-270 of the Municipal Code of Chicago, failure to pay subcontractors as required by law and the Contract may result in the City suspending

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payments to Contractor and making direct payments to such subcontractors. Any such direct payments shall be from funds due and owing to the contractor.

5. **Whistleblower Protection.** Contractor shall not take any retaliatory action against any subcontractor for reporting non-payment pursuant to this Section E. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section XX.C hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

6. If the Chief Procurement Officer determines that the circumstances pertaining to a contractor's failure to pay promptly warrant excusing such non-performance, or determines that excusing such non-performance is in the best interests of the City, the Chief Procurement Officer may waive any of the remedies provided in this Section E. Each such waiver is discrete, non-precedential and does not constitute a waiver of any subsequent remedies against a contractor who fails to comply with the terms and conditions set forth herein.

**F. Payments Withheld**

1. The Commissioner may decline a request for payment if, in the Commissioner's sole opinion, the request for payment is not adequately supported. If you and the Commissioner cannot agree on a revised amount, the Commissioner must process the payment in the amount he deems appropriate.
2. The Commissioner may decline to process any payment or may rescind in whole or in part any approval previously made to the extent that may be necessary in his sole opinion because of any failure to perform any obligation under the Contract, including:
  - a. Failure or refusal to provide the City the required initial schedule for the Work or monthly schedule updates and obtain the City's approval for either or both;
  - b. Your failure to remedy defective Work;
  - c. Your failure to make payments to Subcontractors, or employees, or provide partial waivers of lien;
  - d. Your failure to maintain timely progress of the Work as stated in your schedule, or the City's determination that the Work will not be completed within the Work Order Completion Time, or your failure to carry out the Work in accordance with the Contract;
  - e. Failure to follow the City, State, Federal, or Contract safety and security requirements;
  - f. Failure to maintain insurance policies as required by the Contract and/or to provide to the Commissioner each evidence of insurance coverage, in the form of current certificates of insurance, as he or she may require;
  - g. Failure to comply with other requirements as referenced in the Contract;

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- h. Failure to provide certified payrolls or other documents required under Section XI.G, "No Damages for Delay and Extensions of Time."
  - i. Failure to provide material inspections as required by the Contract; and
  - j. Failure to provide contract deliverables such as, accurate Record Drawings, warranties, guarantees, manuals, etc.
3. Pursuant to § 2-92-270 of the Municipal Code, the Chief Procurement Officer may, in his sole discretion, direct that no further payments be made, or vouchers or estimates issued to you, if he determines that you have failed to pay any Subcontractor, employee or worker for Work performed under this Contract. Failure to submit "Status Report of MBE/WBE Subcontract Payment" or "Certified Statement" as required under Section XIII.B. may result in a determination that you have failed to pay your Subcontractor(s). The City may withhold payment until you demonstrate, to the satisfaction of the Chief Procurement Officer, that payments to the Subcontractors, employees or workers have been made in full.

If the Chief Procurement Officer gives you notice under Section XXIII.H that no further vouchers or estimates will be issued or payments made on the Contract until the Subcontractors, workers, and employees have been paid, and you neglect or refuse for a period of 10 days or more after notice was given to pay those Subcontractors, workers or employees, the Chief Procurement Officer may apply any money due, or that may become due, under the Contract to the payment of those Subcontractors, workers or employees without further notice to you and the effect will be the same, for purposes of payment to you of the Work Order Price, as if the City had paid you directly.

The failure of the City, however, to retain and apply any money, or of the Chief Procurement Officer to order or direct that no vouchers or estimates be issued or further payments made, will not, nor will the paying over of the reserved percentage without the Subcontractor, workers, or employees being first paid, in any way affect your liability or that of your sureties to the City, or to any such Subcontractor, worker or employee upon any bond given in connection with this Contract.

4. Debts; Outstanding Parking Violation Complaints

In accordance with § 2-92-380 of the Municipal Code, and as otherwise permitted by law, in addition to any other rights and remedies (including any set-off) available to the City under the Contract or permitted at law or in equity, the City is entitled to set off a portion of the Work Order Price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this provision, the terms "outstanding parking violation complaints" and "debt" are defined in the Municipal Code as are the conditions under which no set-off will be made.

5. Provisions Relating to Liens

Contractor will notify Subcontractors that no mechanic's lien under the Illinois Mechanics' Lien Act, 770 ILCS 60/23, *et seq.*, will be permitted to arise, be filed, or maintained against public funds, the Project, or any part of it, or any interest in them, or any improvements on them, or against any monies due or to become due to Contractor

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on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project to the extent permitted by law. Contractor, for itself and its Subcontractors, expressly waives, releases, and relinquishes such liens and all rights to file or maintain such liens; and Contractor further covenants that this waiver of liens and waiver of the rights to file or maintain such liens is an independent covenant.

If any of Subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or on their behalf files or maintains a lien or claim under the Illinois Mechanic's Lien Act, 770 ILCS 60/23, *et seq.*, against public funds or against any monies due or to become due to Contractor on account of any Work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project, Contractor must cause such liens and claims to be satisfied, removed, or discharged within 30 days from the date of filing. The City may extend the 30 day period if (i) the City determines that the lien claim cannot be so satisfied, removed, or discharged in such period and (ii) Contractor, in the City's sole determination, is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The City has the right, in addition to all other rights and remedies provided under this Contract or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at Contractor's sole cost, such cost to include reasonable legal fees.

6. The City's rights under this Section XIII.F, "Payments Withheld," are cumulative with any other rights provided for under this Contract. Failure by the City to exercise any such right afforded in this Contract, or at law or in equity, will not constitute a waiver of that right.

**G. Payment for Changes**

1. Payment for Changes. The amount to be paid by the City for changes (additions, deletions or revisions) in the Work or directions to change the Contract Time or any Work Order Completion Time, will be made in accordance with Sections XIII.G.1.a and XIII.G.1.b below.
  - a. **Changes on Lump Sum Contracts.** All increases or decreases in the Work that is listed in the approved schedule of values will be priced, for the purpose of any change, based on the amounts stated for the Work in the approved schedule of values.
  - b. **All invoices for changed work.** You must submit all invoices for changed work within 45 days following completion of the changed work. Failure to provide a complete invoice for the changed work within that period, will authorize the Commissioner, subject to the approval of the Chief Procurement Officer, to determine the final amount for the Contract Modification that may be awarded without your signature.
  - c. Miscellaneous.

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- (1) For the purposes of this Section, any business entity which employs field labor and performs Contract Work on the job site is defined as a "Subcontractor." (This definition excludes suppliers/deliverers of materials.)
- (2) When the extra Work involves only supply of material without any field labor at the job site, the supplier, for the purposes of this Section, will be considered a "Materials Subcontractor." For materials accepted by the Commissioner and used as an integral part of finished Work, you will receive the actual costs of the materials delivered on the job site, including transportation charges paid by him (exclusive of machinery rentals), as shown by original receipted bills, to which 15% will be added to the first \$10,000.00 and 10% for any amounts over \$10,000.00.

**2. Change Claims:**

- a. If you and Commissioner are unable to agree on the Work Order Price and/or time extension in connection with a change, you must, within 15 days of completing the changed work, provide written notice to the Commissioner of the amount of money and/or time extension sought by you and the Contractual and factual basis for each. You will designate the document Notice of Claim.
- b. The Commissioner will, within 30 days from receipt of the Notice of Claim, respond by requesting a meeting with you, making a written request for additional information from you, including a general statement of the basis for the claim, the facts underlying the claim, the notice to the Commissioner of the change that gave rise to the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim; taking other action to attempt to resolve the Notice of Claim, and/or advising you in writing that it should file a claim under Article XIX, "Claims and Disputes." Any steps taken by the Commissioner to resolve the Notice of Claim will not exceed 60 days from receipt of the Notice of Claim unless you agree to an additional amount of time in writing.
- c. If the Notice of Claim cannot be resolved as provided for in Section XIII.G.2, you must follow the requirements of Sections XIX.B and C, "Claims" and "Disputes."
- d. If you do not agree with the adjustment for time and/or money proposed by the Commissioner, you must follow the procedures set out by the Contract to file a claim and/or dispute as provided in Article XIX, Failure to follow the procedures set out by the Contract to file a claim and/or dispute as provided in Article XIX, constitutes a waiver of the right to make a claim or file a Dispute to the Chief Procurement Officer. In the event of your waiver, you may file a Dispute under Section XX with the Chief Procurement Officer seeking a final decision as to the adjustment for the changed work.

**H. Night, Sunday and Holiday Work**

Whenever you are permitted to perform Work at night, or on Sundays or State or Federal holidays, or to vary the period of hours during which any work is carried on each day, you must give written notice to the Commissioner, at least 24 hours in advance, so that proper

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inspection may be provided. The Work will be done under regulations to be furnished in writing by the Commissioner, and no extra compensation will be allowed therefore.

**I. Acceleration**

1. If progress falls behind the approved schedule, the Commissioner may direct and authorize you, in writing, to perform premium time work as indicated in TIME OF COMPLETION in the Proposal section of the specifications. No additional compensation will be paid for such premium time work and the cost incurred for inspection and testing during the premium time work will be considered as "extra" inspection, and reimbursement will be provided by you as described in Section XV.C, "Materials and Equipment Testing and Inspection."
2. If conditions are encountered where you are specifically directed and authorized in writing by the Commissioner to perform premium time work, on the original contract, to advance an already established completion date of an event or the project, or project milestone, you will be compensated in accordance with Section XIII.G.c (15).
3. When the premium time Work is performed by approved subcontractor, you will receive a markup as specified in Section XIII.G.c (15) of the Contract.

**J. [Intentionally omitted.]**

**K. Electronic Ordering And Invoices**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor will accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor will provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

**XIV. CHANGES IN THE WORK**

**A. City's Right to Change Work**

The Chief Procurement Officer and the Commissioner reserve the right to jointly order, in writing, changes in the Work or the Work Order Completion Time without prior notice to your



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surety. You are obligated to perform in a timely manner the changed Work included in the written notice from the Chief Procurement Officer and Commissioner. These changes may consist of additions, deletions, or other revisions, at the discretion of the City. You must begin the changed work upon receipt of a Field Order, signed by the Commissioner, with the prior written approval of the Chief Procurement Officer, unilaterally directing changes in the Work or Work Order Completion Time.

The City, without invalidating the Work Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Work Order.

**B. Contractor's Request**

Within 14 days of receipt of the written notice from the Commissioner, you must submit to the Commissioner a written request for adjustment to the Contract Price and/or Contract Time for the revised Work.

**C. Contract Modification**

The City may make changes to the Contract by Contract Modification. The final provisions of the proposed Contract Modification, including the adjustment in the Contract Price and/or Contract Time or any other provision of the Contract if any, will be incorporated into a written Contract Modification signed by the City and you.

**D. Contractor's Release**

A Blanket Release issued to the Contractor for a Supplemental Work Order constitutes a full release of the City from any liability for any additional compensation or extension of time arising or resulting from the Work performed pursuant to the Supplemental Work Order. By beginning work on the Supplemental Work Order, you accept the compensation and/or time extension provided in it in full accord and satisfaction for that Supplemental Work Order, and you expressly waive, release and relinquish all additional claims and demands relating to or arising out of the matters covered by that Supplemental Work Order, including direct or indirect cost, profit, or damages related to disruptions.

**E. Performance of Changed Work**

You must promptly proceed with any changes in the Work or Work Order Completion Time as directed by a written order of the Commissioner ("Field Order"), in accordance with Section XIV.A., "City's Right to Change Work," with or without any Supplemental Work Order. Your refusal or failure to proceed promptly with the changed Work as directed constitutes an event of default under the Contract. No change to the Work by you as directed by the Commissioner will operate to invalidate the Contract or release your surety.

**F. Change Claims and Disputes**

If you and Commissioner are unable to agree on the price and/or time extension in connection with a change, the procedures set forth in Article XIX, "Claims and Disputes," will govern.

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**XV. TESTING & INSPECTION**

**A. Material, Inspection and Responsibility**

The City has the right to inspect all materials, equipment and each part or detail of Work, at any time, to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. You are responsible for all materials, components and completed Work furnished under this Contract. The City may reject materials, components or completed Work not complying with the terms and provisions of this Contract and you must replace it or them at no additional cost to the City. You must promptly remove any rejected materials or components rejected from the City's premises at no additional cost to the City after you receive notice from the City that the materials or components have been rejected.

**B. Inspection of the Work**

1. All materials and equipment and each part or detail of the Work are subject at all times to inspection by the Commissioner or the Commissioner's authorized representatives. You are held strictly to the requirements of the Contract with respect to quality of materials, workmanship and the diligent execution of the Contract. Inspection may include mill, plant, shop and field inspection of any material or equipment furnished and any installation and construction under the Contract. You must allow the Commissioner and his representatives access to all parts of the Work and furnish such information and assistance as may be required to make a complete and detailed inspection.
2. All tests performed by or at the direction of the Commissioner under this Contract are to verify that the materials you are providing meet the Contract requirements. You, at your own expense, may perform or have others perform similar tests for the purpose of maintaining the quality of the material being provided. Payment will not be made for uninspected or unauthorized use of materials incorporated into the Work.
3. You must remove or uncover such portions of the finished Work as the Commissioner may direct before acceptance. After the examination, you must restore the portion of the Work to the standard required by the Contract. If the Work thus exposed or examined proves acceptable, the City will pay the expenses of uncovering, removing and/or replacing the parts as extra work, but if the Work so exposed or examined is unacceptable, you must bear the expense of uncovering, removing and/or replacing of it in accordance with the Contract.
4. Except as may be otherwise specified in other sections of the Contract, the Commissioner will make final inspection of all Work included in the Contract as soon as possible after you notify him that the Work is substantially completed and ready for acceptance. If the Work is not acceptable to the Commissioner at the time of the inspection, he or she will inform you as to the particular defects to be remedied before the Work is accepted as substantially complete.

**C. Materials and Equipment Testing and Inspection**

1. You must provide the Commissioner sufficient notice of placing orders to permit tests to be completed before the materials are incorporated into the Work. You must afford such facilities as the Commissioner may require for collecting and forwarding Samples and

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making inspections and test. All Samples must be furnished without charge to the Commissioner. You must not make use of or incorporate into the Work the materials represented by the Samples until tests have been made and the materials have been found to be in accordance with the requirements of the Contract.

2. For materials that are integral parts of machinery or equipment or of parts of equipment that you or your Subcontractor normally stock, you must furnish the original and one copy of certified tests made at the time of production. You will keep the original and the Commissioner will retain the copy.
3. You must assure that the Commissioner has free entry, at all times while Work is being performed, to all parts of the manufacturer's works that concern the manufacture of the material or equipment ordered. The Commissioner must be permitted to examine all components and subassemblies. Assemblies and parts must be numbered for identification. You must provide the Commissioner with a detailed production schedule before the first inspection. After review of the schedule, the Commissioner will inform you of the methods, extent of inspection, facilities desired and date of inspection. You will afford the Commissioner without charge, all facilities necessary to determine that the material or equipment furnished are in accordance with the Contract. Test and inspection may be at the place of manufacture before shipment.
4. If for any reason, the City elects not to make the tests, the Commissioner may direct you to make the necessary tests. You must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to inspect and reject all materials or equipment that were previously inspected and accepted at the place of manufacture or source of supply, after they were delivered to the Work site, if the materials or equipment do not meet the requirements of the Contract.
5. When an inspection trip is terminated due to insufficient materials, unacceptable quality, Contractor labor problems, or Contractor equipment problems, you must pay the City its costs for any additional inspection trip.
6. The Contract documents may require you to include the cost of travel and living expenses for a specific number of City employees and/or other persons for a specific test. The manufacturer or you must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to reinspect and reject all materials or equipment that have been previously inspected and accepted at the place of manufacture or source of supply, after they have been delivered to the site if the materials or equipment do not meet the requirements of the Contract.
7. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standards and methods of the American Society for Testing and Materials (ASTM) and any revisions of them. If there are no ASTM standards that apply, applicable standard methods of other recognized standardizing agencies will be used. You must provide the name and qualifications of any such standardizing agency to the Commissioner for review and approval.

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**D. Testing Laboratory Labels**

You must submit all equipment containing electrical wiring to the City for acceptance before installation. All electrical components that you furnished and installed or assemble under this Contract must be approved and so labeled by one of the following Testing Laboratories:

1. Underwriters' Laboratories (UL)
2. Canadian Standards Association (CSA)
3. Electrical Testing Laboratory of New York (ETL)
4. Illinois Institute of Technology research Institute (IITRI)
5. American Gas Association (AGA)
6. Factory Mutual Research Corporation (FMRC)
7. Maintenance and Electrical Testing (MET)
8. American Research Lab (ARL)

Any electrical unit comprised of a number of components, assembled at the factory and considered custom made, must bear one of the above labels for the entire unit as well as for each component.

You must pay all costs in obtaining a testing laboratory label at no additional cost to the City. Any delays in completion of the Work caused by the manufacturer of equipment in obtaining the required testing laboratory labels and the City approval are not grounds for an extension of time beyond the time of completion indicated in the Contract.

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**XVI. CONTRACTOR PRACTICES AT SITE**

**A. Cooperation Among Contractors**

You must conduct the Work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors within or adjacent to the Work site. You must assume all liability, financial or otherwise, in connection with this Contract, and must protect and save harmless the City from all damages or claims that may arise because of inconvenience, delay, or loss experienced due to the presence and operations of other contractors working within the limits of the Work. You must assume all responsibility for Work not completed or accepted due to the presence and operations of other contractors. You must coordinate and tie-in, where appropriate, your Work with that of others in an acceptable manner and perform the Work in proper sequence to the work of others. When other contractors cause any damage to the Work that you performed, you must file claims with the other contractors, and not against the City, and you must obtain compensation for damage directly from those other contractors.

**B. Protection of Persons and Property**

1. **Protection of Existing Structures and Property.** You must avoid causing damage to trees, plant life, sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the City and others, and must, at your own expense, repair any damage that you or any Subcontractor may cause.

You are responsible for loss or damage by fire or theft of equipment, material, or other property of the City, incurred while the equipment, material or other property is located in any field office or on the site of the Work. Further, you must repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Commissioner, at no additional cost to the City.

You must familiarize yourself with the requirements of local and state laws applicable to underpinning, shoring and other Work affecting adjoining property and, wherever and whenever required by law, site conditions or standard industry practice, you must shore-up, brace, underpin, secure and protect all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the Work site that may be in any way affected by the excavations or other operations connected with the Work to be performed under this Contract.

You are responsible for the giving of all required notices to any adjacent or adjoining property owner or other potentially affected party. The notice must be served in sufficient time so as not to delay the progress of the Work under this Contract.

You must take such precautions as are necessary to insure the safety of private property owners, lessees, and their invitees against injury caused as a result of settlement or displacement of structures. You must immediately proceed with all shoring or other Work necessary to restore the private property owner's property to a safe condition. If you fail to undertake the Work within 24 hours after written notice by the Commissioner, the City may proceed to repair or restore any such structure to a safe condition, and the cost of it will be deducted from any compensation due, or that may become due to you.

If, in the prosecution of the Work, it is necessary to excavate or occupy any street, alley, or public grounds of the City, you must erect and maintain such barriers, and, during the

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night time, such lights as will effectively prevent the happening of any accidents or damage to life, limb, or property in consequence of such excavation or occupation of such street, alley, or public grounds. You are liable for all damage occasioned by you, your agents, employees or Subcontractors of any tier in the excavation or occupation of any street, alley, or public grounds, and you must indemnify the City pursuant to Article XVIII, "Insurance, Indemnity and Bonds."

Upon Final Completion and Final Acceptance of the Work, you must remove all machinery, equipment, materials, false work, rubbish or temporary structures and leave the Work site and the premises of any private property owners in as good condition as they were before commencement of Work.

Materials and equipment necessary for the performance of the Work may only be placed, stored or allowed to occupy any space in public streets or alleys upon the written consent of the Commissioner. It is the City's intent that the operations under this Contract are conducted as far as practicable without interference with the public use of streets and alleys. All materials or equipment used in the performance of the Work must be placed so as not to impede traffic on streets and alleys adjacent to the site of the Work, and to allow free access to all fire hydrants, water valves and manholes that are a part of electric, telephone and telegraph conduit lines, fire alarms and police call boxes in the vicinity.

In removing existing pavements, sidewalks, curbs, gutters, walls, foundations, vaults and other structures, the use of any type of impact device in a manner that might damage buildings or their foundations, or other underground structures and utilities is not permitted.

You must indemnify and hold the City harmless from any damage due to settlement or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of the injury or damage to adjacent and adjoining structures and their premises. Your indemnity obligations will survive the expiration or termination of this Contract and include and apply to any liabilities and duties placed upon the City as owner or occupant of the property on which the improvements provided for in this Contract are to be constructed, by the provisions of an Act entitled "An Act to Prescribe the Duty of an Owner or Occupant of Lands Upon Which Excavations are Made in Reference to the Furnishing of Lateral and Subjacent Support to Adjoining Lands and Structures Thereon." See of 765 ILCS 140/0.01 *et seq.*

2. Existing and Proposed Utilities. The Contract may show existing utilities lying within the limits of the Work, such as sewers, manholes, catch basins, gas lines, water lines, telephone and electrical duct lines, CTA facilities, and similar structures. The City does not guarantee the completeness or accuracy of the information regarding utilities, whether public or privately owned. You must make your own investigation to determine the existence, nature and location of all utilities at the Work site. You must verify the exact location of all utilities that may interfere with performance of the Work and must report to the Commissioner any differences from the locations shown on the Contract.

You must so arrange and conduct your Work that utilities may be removed, relocated or supported during excavation and maintained in service until the Work is completed. In addition, you must arrange and conduct your Work that utilities may be replaced,

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rearranged or relocated before backfill being placed. You must cooperate with the owners of those utilities in the performance of the Work.

Where existing utilities are abandoned and it is necessary to remove them due to the performance of the Work, you must remove them at no additional cost to the City, and they will become your property.

It is your responsibility to protect those existing utilities that are to remain in operation during and after completion of the Work, and any new utilities installed by others during the performance of the Work. You will be held fully responsible for any damage resulting from your performance of the Work, and will be required to repair, replace or reconstruct any utilities damaged, at your own expense, to the satisfaction of the Commissioner. The protection of the utilities as specified in this Contract must be at no additional cost to the City.

3. Utilities Outside the Limits of the Work. You must protect and maintain City-owned water lines, sewers, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances that are located entirely outside the limits of the Work in a satisfactory manner until the completion of the Work. Whenever in the performance of the Work it is necessary, because of the nature of the Work or because of your method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair such City-owned structures located entirely outside of the excavations, you must notify the appropriate City department to perform the Work, and must cooperate with the department in preserving service. You must reimburse the appropriate City department for the cost of performing the Work at no additional cost to the City under the terms of this Contract.
4. Utility Relocation and Continuance of Service Plan. You must prepare a Utility Relocation and Continuance of Service Plan, identifying procedures, locations, time frames and affected agencies and private owners. The Plan must be submitted to the Commissioner for review within 14 days after the Notice to Proceed.
5. Cooperation with Utilities. You must cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of all services or facilities owned or operated by them within the limits of the Work.
6. Work Performed by Others. The Work must be performed with a minimum of interference to street traffic in the area. You must coordinate your Work with that of other City contractors, with contractors employed by adjacent property owners, and with contractors employed by any other party or parties for work on utilities to insure the best progress of the Work as a whole.
7. Preservation and Protection of City Standard Bench Monuments and Survey Controls. You are responsible for the preservation and protection of all City Standard Bench Monuments, in accordance with the provisions of § 10-4-220 of the Municipal Code and Article 105.09 of the Standard Specifications, and as directed by the Commissioner. Any survey control point that you disturb or remove you must replace or reestablish to the satisfaction of the Commissioner, at no additional cost to the City. **DAMAGE TO ANY OF THE CITY STANDARD BENCH MONUMENTS WILL RESULT IN YOUR BEING PROSECUTED TO THE FULL MEASURE OF THE LAW.** The Department of General

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Services will pursue the matter of compensation for damages incurred by the City resulting from your actions or your failure to act during the execution of Work on this project.

8. Protection of Streets and Traffic. You must provide all necessary barricades, signs, flags, lights and reflectors. You must assure that vehicular and pedestrian traffic on all streets, including adjacent streets, bridges, overpass structures and ramps is maintained during the performance of the Work in accordance with the requirements of the Contract.
9. Temporary Restoration of Trench Cuts. Failure to maintain the temporary restoration of trench cuts, which causes the surrounding work area to be in an impassable and/or hazardous condition thereby creating undue inconvenience and danger to area residents is an event of default under this Contract.
10. Temporary Barriers, Signs, Lights and Flaggers. You must furnish, relocate and remove portable barricades and lights, collision protection, temporary signs (including traffic and project signs) and supports as directed by the Commissioner; and furnishing all necessary flaggers and other protection necessary for the maintenance of traffic flow in a safe and orderly fashion, as required by Article 107.14 of the IDOT Standard Specifications, except as otherwise specified in the Contract.

You must maintain, repair or replace all damaged or destroyed appurtenances referenced in the immediately preceding paragraph throughout the life of the Contract. Maintenance includes cleaning of the barricades and traffic signs by means of clean water. Flaggers must be provided whenever circumstances warrant.

The barricades must be erected, moved, repaired and repainted as required. Upon the completion of the Work, all barricades remain your property and must be promptly removed from the Work site.

11. Historical and Scientific Specimens. You must preserve and deliver to the Commissioner any specimens of historical or scientific value encountered in the Work, as directed by the Commissioner.

**C. Protection of Streets, Alleys and Public Grounds**

When excavating or occupying any street, alley or public grounds of the City, you must erect and maintain temporary barriers and, during the night time, lights that will effectively prevent accidents or damage to life, limb or property in consequence of the excavation or occupation of the street, alley or public grounds. You are liable for all damages as a result of the excavation or occupation of any street, alley or public grounds, or by the carelessness of you, your subcontractors, agents, employees or workers and must indemnify and hold harmless the City against all judgments rendered against it by reason thereof.

**D. Protection of Existing Trees in the Right of Way**

1. In accordance with the provisions of Chapter 10-32 of the Municipal Code you must protect all trees and shrubs at the construction site from damage. You must restore all damaged parkways to their original condition and repair or remove and replace any trees and shrubs damaged as a result of construction activity (as determined by the Department of Streets and Sanitation, Bureau of Forestry) at your expense. If any trees or shrubs damaged by construction activity must be removed and replaced, and trees or



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shrubs of comparable size, type, and value are unavailable or the time for planting is unsuitable, the City will charge you their appraised value determined as provided under § 10-32-200 of the Municipal Code, which amount the City will deduct from amounts due you, or, if no amounts are due, then you must promptly pay the City the amounts determined. Any tree greater than 4" D.B.H. that is permanently damaged due to the construction project and not originally marked for removal must be replaced with a new tree as identified by the Bureau of Forestry and must have a minimum of 4" caliper B&B. Any damaged tree smaller than 4" caliper measured 6" above the ground must be replaced in kind, inch for inch.

2. You must install a **protection barrier or temporary fence** of at least 1.2m (4 feet) in height around each tree to be *protected and preserved*. *The tree protection* must be installed before the actual construction starts and maintained for the duration of the project.

Within this protection zone, you must prevent construction materials from being stored, equipment from being operated and temporary storage buildings or work trailers from being placed.

The protection barrier must be constructed of orange snow fencing securely fastened to fence posts spaced a maximum of **1.5 m (5 feet)** on center. Posts are 1.8m (6 feet) in length with 61 cm (2 feet) set into the ground and 1.2m (4 feet) extending above ground. The fencing must be attached to the post with a minimum of four nylon locking ties evenly spaced at each post.

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Dimensions of the **protection barrier** are as follows:

**Trees located in Tree Pits:** Where trees are located within Tree Pits, the temporary fencing should be installed at a minimum distance of the inside dimension of the Tree Pit opening with one stake at each corner of the opening.

Trees located in Parkways or Boulevards:

**Small Trees (<9" D.B.H.):** Minimum 1.5m (5 feet) from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the temporary fencing must be the width of the grass parkway with a maximum offset of 30cm (1 foot) from back of curb or edge of sidewalk. In no case must the closure be less than 61cm (2 feet) from the centerline of the tree.

(Example: 6" Tree in a 6' parkway as measured from back of curb to sidewalk. The dimension of the protection fencing would be 1.2m x 3m (4' x 10') with tree in the center). Note: Larger grass parkways (>12') may allow for a ten foot by ten foot (10' x 10'). Thus, the dimension bordered by the sidewalk or curb would not affect fencing distance.

**Medium (10"to 15" D.B.H.):** Minimum of ten (10) feet from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the fencing must be the width of the grass parkway with a maximum offset of one foot from back of curb or edge of sidewalk. In no case must the closure be less than two feet from the centerline of the tree.

**Large (>15" D.B.H.):** Minimum of 15 feet from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the fencing must be the width of

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the grass parkway with a maximum offset of one foot from back of curb or edge of sidewalk. In no case must the closure be less than two feet from the centerline of the tree.

**E. Care of Existing Structures and Property**

1. Property Access Maintenance Plan. You must prepare a Property Access Maintenance Plan consistent with the requirements of the Contract. The plan must be submitted to the Commissioner for review within 14 days after award of the Contract. You must comply with all applicable Federal, State, and local requirements. You must also comply with the following requirements:
  - a. Maintain vehicle and pedestrian access to properties;
  - b. Maintain pedestrian access on both sides of all streets;
  - c. Provide access walkways to all buildings and businesses;
  - d. Sidewalks must remain open to the maximum extent possible;
  - e. Provide temporary relocation of access, where required;
  - f. Provide advisory and temporary signs for pedestrian and vehicle access changes and reroutings; and
  - g. Coordinate delivery locations and timing.
2. Before doing any Work adjacent to or on the site of any buildings or other structures adjoining or in the line of the Work to be performed under the Contract, you must supply written notice of it to the owner or owners that the Work is to be done, and must cooperate with the owner(s) in the maintaining, removing, relocating, rearranging or adjusting wherever necessary, of all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment, or other appliances and structures located in any portion of the streets, public areas, highways and easements to be occupied or used during the prosecution of the Work.
3. Wherever in the performance of the Work it is necessary to remove, reconstruct, relocate, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewers connections and appurtenances by reason of the fact that the structures and appurtenances pass through or are located within the limits of the Work as shown on the plans, or ordered by the Commissioner you must perform the Work necessary to remove, reconstruct, relocate, rearrange, adjust or repair those structures and appurtenances, unless otherwise noted on the plans.
  - a. The Commissioner will, at his sole discretion, direct you to modify your method of Work to interfere as little as possible with the normal conduct of business in or around the portions of the buildings or structures in use.
  - b. The building or structures may be in full time use and operation and will continue in normal use during performance of the Work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as specified below.

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- c. You will serve written notification to the Commissioner requesting any anticipated interruption in facilities at least two weeks before disruption of services. You must provide any temporary facilities deemed necessary by the Commissioner due to a disruption of services. The Commissioner, in his sole discretion, will determine the procedures, times of day and dates you may accomplish the Work and may reject or modify your request.
  - d. Storage of all material and/or equipment must be in areas approved by the Commissioner, in a manner to minimize interference with the normal conduct of business in or around the occupied portions of the building and vehicular areas.
4. You must not perform Work on City-owned water mains, connections and appurtenances or on any City-owned electrical conduits, cables, vaults and appurtenances unless the City has abandoned the structure and the Commissioner has authorized the Work or the Work is included in the Contract. But, you must adjust City-owned water manholes and electric manholes that are shown as "to be adjusted" on the plans.
- a. You must protect and maintain in a manner satisfactory to the Commissioner, protect and maintain all City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances that are located entirely outside of the neat lines of the excavation as shown on the plans or as ordered by the Commissioner, until the completion of the Work under the Contract. Whenever in the performance of the Work under the Contract it becomes necessary because of the nature of the Work required by the Contract or because of your method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair those City-owned structures located entirely outside of the excavations, you must notify the appropriate City Department to perform the Work, and must cooperate with the Department in preserving service in or through them. You must reimburse the appropriate City Department for the cost of performing the Work, and the cost must be included in the various Work Order Prices.
  - b. Without cost to you the City will support, protect and maintain all City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances, any part of which is located inside of the neat lines of the excavations as shown on the plans or ordered by the Commissioner, or it will remove, replace, relocate, rearrange, adjust, or repair them, both inside and outside of the excavations. You, however, must adjust those City-owned water manholes and electric manholes that are shown as "to be adjusted" on the plans. Whenever in the performance of the Work under the Contract it becomes necessary to support, protect, maintain, remove, replace, relocate, rearrange, adjust or repair such City-owned structures any part of which is located inside of the excavations, you must notify the appropriate City department to perform the Work and must cooperate with the department in preserving service in or through them.
  - c. With the exception of the City-owned water mains, connections and appurtenances and the City-owned electric conduits, cables, vaults and appurtenances described above, and with the exception of City-owned structures that are to be removed or otherwise Worked upon as part of the requirements of the Contract, you must support, protect, maintain or relocate and rebuild all poles, trees, shrubbery, fences, sewers, pipes, conduits, cables, wires, manholes, tunnels, buildings, subways and

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other City-owned structures that pass through and are located within the excavations or that are adjacent to the Work to be constructed under the Contract during the construction and until the completion of the Work under the Contract.

5. You must notify and cooperate with the owners thereof in maintaining, removing, relocating, rearranging, or adjusting wherever necessary, all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment or other appliances or structures located in any portion of the streets, public areas, highways and easements that are to be occupied or used during the construction of the Work specified under the Contract.
  - a. Wherever in the performance of the Work specified under the Contract it becomes necessary to remove, replace, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances by reason of the fact that the structures and appurtenances pass through or are located within the limits of the excavations as shown on the plans or ordered by the Commissioner, you must perform the Work necessary to remove, replace, relocate, rearrange, adjust or repair the structures and appurtenances. The cost of performing the Work must be included in the Work Order Price.
  - b. Wherever in the performance of the work specified under the Contract it becomes necessary to support and maintain City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances or wherever it becomes necessary as a result of your methods of construction during the Work under the Contract, to remove, replace, relocate, rearrange, adjust, or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances (other than those specified in the last preceding paragraph) you must perform the Work necessary to support, maintain, remove, replace, relocate, rearrange, adjust or repair the structures and appurtenances, and you must bear the cost of the Work without any additional compensation for it.
  - c. It is the intention of the specifications that you include in the appropriate Contract Price or prices, all necessary cost and expense of supporting, maintaining, removing, replacing, relocating, rearranging, adjusting or repairing all City-owned appliances and structures (other than City-owned water mains, connection and appurtenances and City-owned electrical conduits, cables, vaults and appurtenances described in Section XVI.E.4.b), encountered in or affected by the Work, and that you must also include in the price or prices all necessary cost and expense of removing structures that have been or will be abandoned by their owners and that are necessary to be removed in order to construct work under the Contract, but you must not include in the price or prices the cost or expense of supporting, maintaining, moving, replacing, relocating, rearranging, adjusting or repairing those appliances or structures that are not owned by the City and are not abandoned by their owners, except as may be otherwise specified below in this Section.
6. You must take all reasonable precautions for the protection of buildings, railroad tracks, street railway tracks and appurtenances, and other appliances and structures not owned by the City.

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7. You must determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract and the approval of the Commissioner. Only adequate and safe procedures, methods, structures and equipment must be used.
8. You must provide drawings and calculations for all equipment, falsework, shoring, bracing and other temporary structures required for the Work, designed, signed and sealed by an Illinois licensed structural engineer. You must submit copies of all such drawings and calculations to the Commissioner for information only.
9. Field Check of Dimensions, Cutting and Patching. Where the Work connects to existing structures or appurtenances, you must take complete field measurements affecting all Work under this Contract and are solely responsible for the proper fit between the Work and existing structures or appurtenances. You must perform all cutting, patching, or fitting of Work that may be required to properly fit together the several parts of the Work and the existing structures or appurtenances.
10. Contractor's Layout of the Work. You are responsible for the correct lay-out and accurate fitting of all parts of the Work. You must furnish at your own expense all labor, materials and other expenses necessary for, or incidental to, the setting and maintaining of lines and grades (exclusive of the Work of establishing the original reference base line and bench marks that will be performed by the City). No separate payment to you for the cost of any of the Work specified in this Contract. The cost is included in the Contract lump sum prices.
11. Salvage of Materials. If and whenever City- owned property such as valves, cast iron manholes, catch basin frames and covers, inlet boxes and grates, or any other appurtenance are to be removed and are not to be reused in the Work, you must securely store them at a suitable place on the job Site for possible use by the City (unless otherwise stipulated). You must take care to prevent damage in your handling of these appurtenances. You must deliver all items identified by the City for reuse to a location designated by the Commissioner and must legally dispose of the remaining items.
12. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances not owned by the City are in or cross the excavations for structures to be built under this Contract, you must notify the owners of the structures and appliances to support, move, rearrange or abandon them, and cooperate with the owners of the structures and appliances in preserving the service or services provided by the structures and appliances, except as may be otherwise specified or provided in the Contract. If you have complied with the above requirements and has been notified by the owners of the structures and appliances that any of them have been abandoned, or lacking such notice, if you have made all investigations and has found that any of the above structures or appliances have been abandoned by their owners and if the removal of any such abandoned structure or appliance is necessary in order to construct the Work, you must remove them at no additional cost to the City.

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13. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances are adjacent to, but do not cut through or cross the excavations for structures to be built under the Contract, you must perform the Work in such a manner as to not cause damage to the structures and appliances and not interrupt their use during the progress of the Work.
14. You must arrange to notify the owners of structures and appliances that are to be supported, maintained, removed, reconstructed, relocated, rearranged, adjusted or repaired by reason of the Work in ample time to permit them to do their work. The Commissioner may direct you to suspend your operations on that part of the Work that affects the structures and appliances until their owners have had time to perform the work.
15. You must conduct the Work so that no equipment, material or debris is placed upon private property unless you have first obtained the owner's written consent thereto and provided this written consent to the Commissioner. You must take such means as may be required to prevent the creation of a public nuisance on any part of the Work site or adjacent streets or property.
16. You must thoroughly clean all streets, pavements, sidewalks and parkways and all private property of all surface materials, earth and rubbish and restore them to as good condition as before the commencement of the Work. Where you have removed or killed sod, you must provide new live sod. Where the areas have been seeded, you must replace top soil equivalent to that removed, fertilize it, seed and roll it to the satisfaction of the owner of the land. You must replace all trees, shrubs and plants damaged in the proper season of the year with live, growing stock of the same kind and variety and of the size ordinarily used for planting purposes.

**F. Precautions and Safety**

1. You must take any precautions that may be necessary to render all portions of the Work secure in every respect, to decrease the liability of accidents from any cause and to avoid contingencies that are liable to delay the completion of the Work. You must furnish and install, subject to the approval of the Commissioner, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of engineers and inspectors during the performance of the Work. You are required to conduct your Work so as not to unnecessarily obstruct the activities of other contractors who also may be engaged in work on this or any other project.
2. Although the Commissioner may observe the performance of the Work and reserves the right to give you opinions and suggestions about safety defects and deficiencies, the City is not responsible for any unsafe working conditions. The Commissioner's suggestions on safety, or lack of it, will in no way relieve you of your responsibility for safety on the Work site. You have sole responsibility for safety and the obligation to immediately notify the Commissioner of all accidents.

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3. Precautions must be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes must be observed.
4. You must provide completely equipped first aid kits readily accessible at all times on the Work site. You must designate an appropriately trained individual on each shift to be in charge of first aid.
5. You must provide at appropriate locations fire extinguishers or other fire protection equipment that comply in all respects with the Municipal Code and NFPA standards. You must maintain this equipment in proper operating condition at all times and must cause the equipment to be inspected by all appropriate agencies as required by law, but in no event less than monthly. You must comply with the Municipal Code requirements on the use of standpipes, hoses and other fire protection equipment.
6. Only such materials and equipment as are necessary for the construction of the Work under this Contract must be placed, stored or allowed to occupy any such space at the site of the Work. Not more than one day's supply of flammable liquids, including oil, gasoline, paint, or solvent is permitted to be kept on hand at any one time. If gasoline, flammable oils, other highly combustible materials or compressed gas cylinders are to be stored at the site, they must be stored in a secure manner, in compliance with all applicable laws, ordinances and regulations, and all storage places must be clearly marked. The written consent of the Commissioner is required for such storage. That consent in no way limits your liability for the materials.
7. You must prohibit all lighting of fires about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs, and you must diligently enforce this prohibition. You must furnish and post "NO SMOKING" signs. You must not permit any debris or waste materials to be burned at the Work site.

**G. Health, Safety and Sanitation**

1. Clean-Up. During construction, you must keep the Work site and adjacent premises as free from material, debris and rubbish as practicable. Haul roads, streets and public areas must be swept daily. Before Final Completion and Acceptance of the Work, you must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs and must restore the site to the same general conditions that existed before the commencement of the Work. The cost of final clean-up is included in the Contract lump sum price. You must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt and any other foreign materials deposited or accumulated on any portion of your Work, or existing facilities and structures, due to your performance of the Work.
2. Snow and Ice Removal. You must remove snow and ice that may impair progress of Work, be detrimental to workers, or impair trucking to and from points of delivery at the Work site.
3. Glass Breakage. You must replace all glass broken or damaged during construction at no additional cost to the City. You must promptly remove all broken glass from the Work site.

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4. **Noise and Vibration Control.** All equipment, vehicles, and Work under this Contract must be conducted in accordance with the City Building Code, Chapter 11-4 of the Municipal Code, "Environmental Protection and Control," Article VII - *Noise and Vibration Control*, so as to cause a minimum of noise, vibration and inconvenience to the activities of the occupants of property and buildings in the vicinity of the Work. When the Commissioner, in his sole discretion, determines that your operations constitute a nuisance, you must immediately proceed to conduct your operations in a manner that abates the nuisance. You must provide all measures, including engine and exhaust mufflers, acoustic casing enclosures, maintaining equipment, or physical barriers along the edges of the construction zone, required to minimize noise and vibration. Noise and vibration levels may be monitored by the Commissioner.
5. **Health and Safety.** You must comply with the requirements of 29 C.F.R. part 1926 - Safety and Health Regulations for Construction, promulgated under the U.S. Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 *et seq.* (OSHA). Copies may be obtained from the Regional Administrator of the U.S. Department of Labor, Federal Office Building, 230 S. Dearborn, Chicago, Illinois.

You must comply with the requirements of the Illinois Health and Safety Act, 820 ILCS 225/01 *et seq.*, and the rules and regulations promulgated under it by the Director of Labor for the State of Illinois, which are on file with the Illinois Secretary of State.

Whenever a Federal OSHA Compliance Officer arrives at the work site, you must notify the Commissioner immediately. At the conclusion of the inspection, you must report any findings to the Commissioner. Copies of any citations issued and related documents must be submitted to the Commissioner.

You must maintain the following records and make available to the Commissioner for review: (i) all records required by OSHA, including the accident log, Fed/OSHA #200, and posting of the prescribed OSHA poster; (ii) log of safety activities, accident investigation, employee instruction, training, tool-box meetings, and any other pertinent information; and (iii) Material Safety Data Sheets (MSDS) as required for each material you have used at the Work site.

6. You must enforce among your employees such regulations in regard to cleanliness and the disposal of garbage and wastes that are necessary for their health and tend to prevent the inception and spread of contagious and infectious disease among them. You must provide an ample supply of suitable, pure drinking water, and must take such means as the Commissioner may direct to effectively prevent the creation of a nuisance on any part of the Work site or adjacent streets or property. You must construct and maintain necessary sanitary conveniences for the use of the laborers on the Work, properly secluded from public observation, in such manner and at such points as be approved, and their use must be strictly enforced. Whenever manholes have been used for sanitary purposes, they must be thoroughly flushed and cleaned when no longer needed.

The manner of disposing of waste must be such that all waste is disposed of without creating a public nuisance or health hazard and in accordance with Illinois Department of Public Health Circular No. 815, Educational Health Circular No. 4.001, and all Illinois Environmental Protection Agency rules and regulations.



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You must also comply with all rules and regulations of the Federal and State governments and the City Department of Public Health.

**H. Hazardous Operations and Security**

1. During construction, all cutting or welding operations must be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care must be exercised to determine that sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens must be provided around the lead-melting furnaces whether the Work site is enclosed or not. Portable fire extinguishers must be provided at and below all locations where cutting or welding or melting operations are being performed or, if those operations are extensive, a hose from the stand pipe system or fire hydrant must be placed nearby. You must obtain special permission from the Commissioner of Water and pay all associated connection fees.
2. No welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, will be allowed without adequate protection. All combustible or flammable material must be removed from the immediate working area. If removal is impossible, flammable or combustible materials must be protected with fire blankets or suitable non-combustible shields to prevent sparks, flames or hot metal from reaching flammable or combustible materials. You must provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices.
3. You must immediately report any concentration of gas fumes, and you are responsible for clearing the area and notifying the Commissioner and the appropriate utility company. All operations in the area must be suspended until the source of the fumes has been located and corrected.
4. You must arrange for the installation of necessary fire protection lines and equipment as required by the Chicago Fire Department and as necessary to properly protect the Work site. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested and approved by the Commissioner for temporary use.
5. Salamander heaters or similar forms of uncontrolled heaters must not be used except with the special written permission of the Commissioner and City fire marshal and then only when each salamander is maintained under constant supervision.
6. Gasoline must be kept in and handled from approved safety cans.
7. All tarpaulins used for any purpose must be made of fire, water and weather-resistant materials.
8. You must furnish such watchmen as may be necessary to protect the public and those who are at or in the vicinity of the Work under this Contract, and to protect all materials, tools, machinery and equipment and all Work you have performed.
9. You must comply with all Federal and State and local occupational health and safety statutes, and any occupational health and safety standards promulgated thereunder; provide reasonable protection to the lives, health and safety of all persons employed under this Contract; furnish to all such persons a place of employment that is free from

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recognized hazards that are causing or are likely to cause death or serious physical harm; keep all persons employed under this Contract informed of your protections and obligations under the statutes; and provide all persons employed under this Contract with information regarding hazards in the workplace, including information about suitable precautions, relevant symptoms and emergency treatment. The Federal and State occupational health and safety statutes, and the rules and regulations promulgated thereunder, are considered part of this Contract as though fully set forth in this Contract.

10. You must provide safety instructions and training for all workers. You must conduct weekly craft safety meetings (tool-box type) of reasonable length as an effective means of communicating safety issues to workers. Reports containing tool box discussion topics must be signed-off by all attendees and must be submitted to the Commissioner.

**I. Services and Use of Site**

1. **Work Area.** After receipt of the Notice to Proceed, you must propose a suitable working area subject to approval by the Commissioner. You must secure the space at your own expense.
2. **Temporary Services and Utilities.** If specified in the Contract, you are responsible for arranging for and providing all general services and temporary facilities as specified in the Contract and as required for the proper and expeditious prosecution of the Work. You must pay all costs for those general services and temporary facilities. You must provide temporary connections for water, electricity and heat including installation, maintenance and removal of those facilities. You must pay the cost of all water, telephone, and electricity during the construction period.
  - a. **Water.** You must provide temporary water connections as required for drinking and construction purposes. The Commissioner reserves the right to regulate the use of water and may impose restriction on the use if you are using water carelessly. You must provide water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes at your expense. You are not permitted to obtain the water from the mains of the Chicago water system, except as may be provided in the Contract. Except with special permission from the Commissioner and the Department of Water, you must not make connections for water to the City's fire hydrants.
  - b. **Light and Power.** You must furnish the electricity and must furnish and install all wiring, electrical services, lighting units, insulated supports for wiring and all other electrical equipment together with all other incidental and collateral Work necessary for the furnishing of the temporary power and lighting facilities for the Work to be done under this Contract, all at no additional cost to the City. Electrical Work must be performed by a licensed electrician.
  - c. **Temporary Heating During Construction.** You must provide temporary closures or enclosures for all exterior door, window, roof or other types of exterior openings as required to provide protection from the elements during construction. It is your responsibility to keep water in pipes from freezing and to maintain temporary heat in areas where Work is being performed at not less than 50° Fahrenheit. Finish Work includes, but is not limited to masonry, plastering painting, millwork and other

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temperature sensitive Work. The Heating period is from approximately October 1 to May 30 unless conditions warrant otherwise. You must furnish, install, operate and maintain all required temporary heating equipment, and must provide and pay all fuel costs.

3. Temporary Construction Facilities. Unless otherwise specified, you must provide and maintain the following temporary construction facilities throughout the construction period and remove them at the completion of the Work:

- a. Field Offices. Unless otherwise specified in these Contract Documents, you must provide a temporary building or mobile type field office of such size and containing such equipment as you deem necessary to conduct the operations. The field office must be provided with a telephone for your superintendent and a pay telephone for use by others during the entire period of construction. The telephone must be removed promptly upon Final Completion and Acceptance of the Work.

Unless otherwise specified in these Contract Documents, you must supply a field office for the City's Superintendent consisting of a separate office facility. It must be of adequate size for efficient operations and be furnished with a desk, three chairs, 4-drawer file cabinet and a plan table. It must be equipped with electric lighting, heating, ventilating and cooling facilities. You must provide a separate telephone for City Superintendent's use.

You must also provide and maintain in clean condition for Superintendent's use, including toilet facilities, having a water closet and laboratory fixture connected to sanitary sewer and water service. Temporary toilet facilities must be located in the City's Superintendent's trailer and comply with City and State regulations relating to health and sanitation. The toilet facility must be serviced twice weekly and kept stocked with toilet paper, soap, and paper towels.

- b. Toilets. You must provide at least one portable chemical toilet for every 20 workers or fraction of that number at the Work site as soon as construction operations commence. Toilet facilities must be serviced, at a minimum, twice weekly, which includes draining tank and refilling and disinfecting the interior of each toilet unit, and keeping each unit stocked with toilet paper. Toilet facilities must be maintained during the term of the construction period and removed upon completion of the Work.
- c. Stove heaters in temporary offices and sheds must be properly installed to protect combustible walls, floors and roof.
- d. Storage of Materials. If it is necessary to store materials, they must be protected in such a manner as to ensure the preservation of their quality and fitness for the work. All stored materials will be inspected at the time of use in the Work even though they may have been inspected and approved before being placed in storage. You may store materials in the areas provided as working areas by the Contract. If no areas are provided, or if the areas provided are insufficient, you must provide the space required at your expense. Upon completion of the Work, you must clean and restore the storage sites and working areas to their original condition at your expense.

All materials and equipment must be received at the Work undamaged. The Commissioner has the right to reject any method of packing and shipping that, in the

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Commissioner's opinion, will not adequately protect the materials and equipment against damage while they are in transit or storage or that will damage existing structures.

- e. **Storage Sheds.** You and each Subcontractor must provide suitable watertight storage sheds for your, or their own, use as needed. You and each Subcontractor are responsible for and must pay for any electric services to your or their storage sheds. However, the electrical Work must be performed by a licensed electrical Subcontractor. You are responsible for materials stored in the open; they must be arranged in an orderly manner and properly protected against the elements and damage.
4. **Working Space.** You must provide working space for your own use and for each of your Subcontractors. It must provide sufficient space for benches, tools, material storage and for such other purposes as may be required to properly perform and expedite the Work. Allocation of such Work areas is subject to approval by the Commissioner. You must maintain all Work areas in a clean and orderly condition and take whatever precautions as may be necessary adjacent to the new Work. You must clean, repair or replace any damage to Work site due to improper protection at no additional cost to the City.
5. **Equipment and Falsework:** You must determine the methods to be employed, the procedures to be followed, the equipment, plant, falsework, shoring, bracing, and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract. Only adequate and safe procedures, methods, structures, and equipment must be used. You must furnish and maintain and are solely responsible for all equipment such as temporary ladders, ramps, runways, hoists, scaffolding, and similar items required for proper execution of Work. All such apparatus, equipment and construction must meet the requirements of Federal, State and local laws concerning the safety and protection of employees. No hoist, scaffolding or other equipment must be erected at such location as will interfere with general construction or progress of other trades. Hoists, scaffolding or other equipment must be located at sufficient distance from exterior walls to prevent staining or marring of any permanent Work. All suspended scaffolding and staging must be lowered to ground level at the end of each work day.
6. **Project Signs.** You must erect and maintain signs identifying the Project and indicating City, and to the extent applicable, State and Federal participation. Work under this item includes constructing and erecting project signs of the size and material specified in the Contract drawings. These signs must be erected in locations approved by the Commissioner and must be maintained throughout the term of this Contract. You are responsible for the immediate removal of graffiti. If you are notified of graffiti, you must remove such within 24 hours. The signs must not be removed until you receive such notice from the Commissioner. No separate payment will be made for furnishing, erecting and maintaining the project signs; it is incidental to the Contract.

**J. Reports and Plans**

1. **Daily Progress Reports.** You and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work. The report must include the number of workers and the classification of the trades involved, equipment used and any pertinent information regarding possible delays in the Work.

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2. Procedures, Methods and Equipment. You will determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract. Only adequate and safe procedures, methods, structures and equipment must be used. Any approval, constructive or otherwise, by the Commissioner of such methods, procedures and equipment in no way relieves you of any of your obligations under this Contract.

**XVII. ENVIRONMENTAL REQUIREMENTS**

**A. Compliance with Environmental Laws**

1. You must comply with all Environmental Laws including those listed in the Economic Disclosure Statement and Affidavit (EDS), which you must execute and have notarized, and any analogous future local, State or Federal ordinance or statute, rule and regulation promulgated under or under the foregoing, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof exercising executive, legislative, judicial, regulatory or administrative functions.
2. If you are required under any Environmental Laws to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under, or about any premises you use to perform the Work required under this Contract, you must provide a copy of the report or notice to the City. In the event of a release or threatened release of Hazardous Materials or special waste into the environment, or in the event of any claim, demand, action or notice is made against you regarding your failure or alleged failure to comply with any Environmental Law, you must notify the City pursuant to Section XVIII.C, "Disposal of Waste Materials, Construction Debris, Soils and Waste," below.
3. If you fail to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this Contract and may adversely affect your eligibility for future contract awards.

**B. Environmental Permits**

1. You must show evidence of, and keep current throughout the term of this Contract, all waste hauling, special waste hauling, disposal permits and insurance certificates required by Federal, State, City or other local governmental body or agency pursuant to any Environmental Law.
2. When requested by the Chief Procurement Officer, you must submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Chief Procurement Officer throughout the duration of this Contract. Noncompliance with this requirement may be cause for rejection of the quote and/or termination of this Contract and declaring you non-responsible in future bids.

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3. Environmental Records and Reports. You are required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including:
  - a. Vehicle maintenance records;
  - b. Safety and accident reports;
  - c. IEPA or OSHA manifests;
  - d. Disposal records, including disposal site used, date, truck number and disposal weight, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
  - e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

**C. Disposal of Materials, Construction Debris, Soil and Waste**

1. You are responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Subcontractor does not relieve you from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. You must identify the disposal site(s) or transfer station(s) to which you have contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained.
2. You must provide the Commissioner or his designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the Chief Procurement Officer, you must provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. If the transfer station and/or landfill you propose to use does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, you must replace the transfer station and/or landfill submitted as part of their proposal at no additional cost to the City. If you dispose of materials, construction debris, soil or other wastes at a site that is not properly permitted, you will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.
3. You must notify the Commissioner, within 24 hours, of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Environmental Claim") by any governmental body or regulatory agency against you by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes. You must provide evidence to the Commissioner that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator.
4. You must notify the City of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Contract in which you are asked to participate.

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5. You must verify, in writing, whenever requested by the Commissioner, that all materials, construction debris, and other waste you accept from the City have been disposed of in compliance with all Environmental Laws.
6. The form for identifying your debris disposal/handling site(s) and acknowledging terms and conditions relating thereto which you have executed and attached to this Contract is incorporated by reference (the "Form"). In addition to the representations and requirements contained in the Form, you acknowledge that unless otherwise authorized in writing by the Commissioner of Environment, you must not continue to use a disposal/handling site identified in the Form that (i) has been cited as being in violation of any environmental law or regulation or of any City ordinance; or (ii) does not have a necessary permit. If only one site was identified in the Form, you must arrange for a substitute disposal/handling site that meets the requirements specified in the Form and provide a revised Form to the Commissioner of Environment. You further acknowledge that any such substitution is at no additional cost to the City, regardless of the reason necessitating such substitution.

**D. Equipment and Environmental Control During Transport**

You must haul materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes must be designed to prevent spillage during the hauling operation. Your equipment must fully comply with all City, State and Federal Regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Law.

**E. Environmental Control**

In performing the Work, you must become thoroughly familiar with all Federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Work site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commissioner. The discharge of Hazardous Materials into waterways and City sewers is not permitted.

**F. Open Dumping Prohibited**

The removal of all recyclable material and garbage, refuse or other waste material, including broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this Contract, must be transported to a facility that is zoned and permitted to accept the material under Chapter 11-4 of the Municipal Code and all applicable local, State, and Federal regulations.

You must retain bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material and make them available to the City upon request

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**G. Environmental Protection**

You must comply with, and must cause your Subcontractors to comply with, all Federal environmental and resource conservation laws and regulations, whether existing or promulgated later, as they apply to this Contract. You must include these provisions in all subcontracts. Some, but not all, of the major Federal laws that may affect this Contract include the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 *et seq.*. You and your Subcontractors must also comply with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 *et seq.*; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. Air Quality. You must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* Specifically, you must comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. You further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
2. Clean Water. You must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* You further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
3. List of Violating Facilities. You acknowledge that any facility to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and you must promptly notify the City if you receive any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
4. Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the Work, you must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.



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**H. Clean Diesel Fleet: Emissions Reduction (MCC 2-92-595) (where applicable)**

If this Contract is for construction, demolition, restoration, repair, renovation, environmental remediation or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station or parcel of land and the estimated value of this Contract is \$2,000,000 or more:

Contractor must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.

2. Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
3. Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.
4. Contractor and any Subcontractor(s), may not use any of the following vehicles and equipment in the performance of the contract:
  - (i) any heavy-duty diesel vehicle not meeting or exceeding the US EPA's emission standards for heavy-duty diesel vehicles for the 1998 engine model year, unless such vehicle is fitted with a verified diesel emission control retrofit device; or
  - (ii) any non-road vehicle or non-road equipment not meeting or exceeding the US EPA's Tier 1 Non-road Diesel Standards, unless such vehicle or equipment is fitted with a verified diesel emission control retrofit device.
5. Any heavy-duty diesel vehicles, non-road vehicles and non road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 3.0 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score up to fifty percent of all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f). However, pursuant to MCC subsection 2-92-595(b)(6), if this contract is advertised after January 1, 2020, the minimum clean fleet score is increased to 4.0, and Contractor may exclude from the calculation up to only twenty five percent of vehicles owned or leased by a firm that has received a clean fleet score waiver certificate instead of fifty percent.
6. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with antiidling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of

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noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in MCC Section 2-92-595(e). Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.

7. Contractor understands that pursuant to MCC subsection 2-92-595(e)(6), any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in MCC subsection 2-92-595(e) Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

**XVIII. INSURANCE, INDEMNITY AND BONDS**

**A. Indemnity**

1. You must protect, defend, indemnify, and hold the City, its officers, officials, representatives, and employees (collectively the "Indemnitees"), harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting this Contract or arising out of or being in any way connected with your performance under this Contract except for matters shown by final judgment to have been caused by or attributable to the negligence of Indemnitees. This indemnification obligation is effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs, including attorney fees, costs, liens, judgments, settlements, penalties, professional fees, and other expenses incurred by the City, including fines and penalties imposed by public bodies, and the reasonable settlement of such claims. This indemnification obligation is not limited by any amount of insurance required under this Contract. Further, the indemnification obligation contained in this section will survive the expiration or termination of this Contract.
2. You will be solely responsible for the defense of any and all claims, demands, or suits against Indemnitees, including claims by your employees, subcontractors, agents, or servants even though the claimant may allege that the Indemnitees were in charge of the Work or alleged negligence on the part of Indemnitees. The City will have the right, at its sole option; to participate in the defense of any such suit, without relieving you of your obligations under this section.
3. "Injury" or "damage" as these words are used in this section will be construed to include injury or damage consequent upon the failure of or use or misuse by you, your Subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not they are owned, furnished, or loaned by the Indemnitees.
4. You will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of all notices that you may receive of any claims, actions, or suits that may be given or filed in connection with your performance or the performance

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of any Subcontractor and for which the Indemnitees are entitled to indemnification under this Contract and to give the Indemnitees authority, information and assistance for the defense of any claim or action.

**B. Contribution**

To the extent permissible by law, you waive any limits on your liability that you would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code or any other statute.

**C. Admiralty**

In addition, you waive the right to receive the benefits of or to invoke the protection afforded by all maritime statutory limitations of liability, including the Limitation of Vessel Owner's Liability Act, 48 U.S.C. § 183 *et seq.*, that could act to diminish your liability for any harm or damage arising from your performance of your obligations under the Contract in any manner or for all claims or other costs arising from or occasioned by your operations on any waterways, including Lake Michigan and the Chicago River. This provision is not intended to avoid or waive Federal jurisdiction under the applicable admiralty laws. This waiver extends only to the Indemnitees, and not to third parties seeking recovery for claims solely against you.

1. Without limiting your waiver, you specifically consent to pay all sums in respect of any claims against the Indemnitees and other costs suffered by the Indemnitees arising from or occasioned by your operations in or on waterways, including the following:
  - a. Loss or damage to any other ship, vessel or boat caused proximately or otherwise by your vessel, or loss of the cargo or the other ship, vessel or boat;
  - b. Loss of life or personal injury, or for any cost of life salvage;
  - c. Loss or damage to any harbor, dock, building, graving or otherwise, slipway, pontoon, pier, quay, tunnel, jetty, stage, buoy, cables of any kind, or other fixed or movable object or property whatsoever;
  - d. The cost of the removal, raising or destruction of the wreck of any vessel you employ in performing your obligations under the Contract;
  - e. If a vessel is disabled or otherwise, the cost of towage or other salvage of any vessel you employ in performing your obligations under the Contract;
  - f. Loss or damage to the bottom, banks, or shoreline of the waterway.

**D. Performance and Payment Bonds**

You must, within the time limit establish in Book 2 of these Contract Documents, deliver to the Chief Procurement Officer a performance and payment bond in the amount set forth in Book 2. Any performance bond that you provide must comply with the provisions of 30 ILCS 550/1 *et seq.*, as amended, and of § 2-92-030 of the Municipal Code, as amended. It must also be in the form of the performance and payment bond form included in Book 2. The surety or sureties issuing the bond must be acceptable to the Comptroller and must have a

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Best's Key Rating Guide of "B+," Class XI or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.

In case of your neglect, failure, or refusal to provide satisfactory sureties when so directed within 10 days after such notification, pursuant to § 2-92-040 of the Municipal Code the Chief Procurement Officer may declare this Contract forfeit, but such forfeiture will not release you or your surety or sureties from any liability that may have accrued before the date of the forfeiture.

If at any time the surety or sureties, or any one of them, upon the bond become insolvent, or are, in the sole opinion of the Chief Procurement Officer, unsatisfactory, or unable to respond to damages in case of liability on such bond, the Chief Procurement Officer will notify you and direct that you furnish a bond issued by a satisfactory surety or sureties forthwith.

**E. Insurance**

You must procure and maintain at all times, at your own expense, through the completion of the warranty period, the types of insurance specified in Book 2 of the Contract, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Contract, whether performed by you or by Subcontractors. Upon written request by the Commissioner, you must allow the Commissioner to review and copy any original insurance policies you are obligated to maintain under this policy.

You waive any and every claim or right of recovery from the City for all injuries and losses arising under this Contract or in any way related to the Work, including any claim for loss of or damage to the Work or to the contents of it, which injury, loss or damage is covered or is required to be covered by valid and collectible insurance policies, to the extent that such injury, loss or damage is recoverable under the insurance policies. As this waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), you must give each insurance company that has issued, or in the future may issue, your policies of insurance, written notice of the terms of this waiver, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of the waiver. You must require each Subcontractor to include similar waivers of subrogation in favor of the City.

The City reserves the right to change, modify or delete insurance requirements set forth in the Contract, including the right to request that you provide additional types of insurance.

**XIX. CLAIMS AND DISPUTES**

**A. General**

Compliance with the provisions in this Article XIX is a precondition to seeking judicial review of an adverse decision of the Chief Procurement Officer. **You must not withhold performance of and must prosecute any Work required by the Commissioner while your claim, including judicial resolution, if any, is pending. You must prosecute all of your Work including any disputed Work with the same diligence and effort as if no**

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**dispute existed.** Neither the Chief Procurement Officer's determination (see Section XIX.C.3 below), nor the continued performance by either party, constitutes an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.

**B. Claims**

1. This provision applies to all claims under this Contract, including those for time, money, or both.
2. Procedures. Within 14 days after a basis for claim arises, you must submit your claim in writing to the City's resident engineer or its project manager ("Commissioner's Representative). This written claim to the Commissioner's Representative will constitute "notice" to the City for purposes of determining initial timeliness of the claim; oral notice is insufficient. If you and the Commissioner's Representative are unable promptly (depending upon the complexity of the matter) to resolve the claim, you must forward your claim in writing to the Commissioner together with the documents listed in (a) through (d) below (collectively, "your documents"). You must include:
  - a. A general statement of the basis for the claim,
  - b. Reference to the applicable Contract provisions,
  - c. All records that support the claim, and
  - d. All documents that relate to it, such as correspondence, and that are reasonably necessary for the Commissioner's understanding to resolve the claim.

It is your responsibility to furnish your documents to the Commissioner at the time you forward the claim to him, as, with or without the supporting documentation, the Commissioner has 30 days to respond in writing to you after he has received the claim. Incomplete information may result in an adverse response. The response may be in the form of a contract modification.

If within the 30 days the Commissioner neither responds nor forwards the claim to the Chief Procurement Officer in lieu of responding, the claim will be considered denied, unless you and the Commissioner have agreed to extend the time for him to complete his response. The Commissioner may, at his sole option, forgo the opportunity to respond directly to your claim by referring it with all your documentation and a Request for Resolution of Dispute to the Chief Procurement Officer and supplying such additional documentation as the Chief Procurement Officer may require of him.

**C. Disputes**

1. Invoking Dispute Resolution Procedures. If you dispute the Commissioner's resolution or denial of your claim, or if your claim is deemed denied, you have 10 days to forward your claim and your documentation to the Chief Procurement Officer indicating to him that you are requesting resolution of a dispute and showing that you have complied with the preceding claims procedures. Your 10-day period to invoke dispute resolution by the Chief Procurement Officer is counted from the date the Commissioner's written resolution was sent to you, or, if he has not responded or forwarded the claim, from the date on which the time for the Commissioner's response lapsed.

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2. Waiver. If you fail to file a Request for Resolution of Dispute with the Chief Procurement Officer within the 10-day period you will have waived your claim, the right to make the claim later, and the right to dispute its resolution or denial.
3. Dispute Procedures. Once the dispute resolution procedures are invoked, the Chief Procurement Officer will proceed to a final and binding decision under such rules and regulations as he from time to time promulgates. A copy of those rules and/or regulations is available through the Department of Procurement Services. The Chief Procurement Officer's decision will be implemented through a Contract Modification, if required, that will be made a part of the Contract with your signature or without it should you refuse to sign the Contract Modification. If either you or the Commissioner disagree(s) with the decision of the Chief Procurement Officer, the exclusive remedy is judicial review by a common law *writ of certiorari*. Unless such review is sought within 35 days of receipt of the Chief Procurement Officer's decision, all rights to seek judicial review are waived.

**XX. EVENTS OF DEFAULT AND TERMINATION**

**A. Chief Procurement Officer's Right**

1. The Chief Procurement Officer may, at his sole discretion, exercise the right to send you notice under Sections XX.C.1 or XX.C.2. Whether to declare you in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under Article XIX, "Claims and Disputes."
2. If the Chief Procurement Officer terminates this Contract under the provisions of Section XX.C.1 or XX.C.2, the Commissioner may use the material and equipment, whether owned or leased, that is within the scope of the Work or necessary for completion of the Work paid for by the City (whether located on or off the Work site), to complete the Work and you will receive no further payment until the Work is completed. If, however, the cost of completion exceeds the unpaid balance of the Contract, you must pay the difference to the City immediately upon demand.

**B. Events of Default**

Your failure to perform any of your obligations under the Contract, including one or more of the following, is an event of default:

1. Failure to begin the Work at the time specified;
2. Failure to perform the Work with sufficient workers and equipment or with sufficient materials to insure the completion of Work or any part of the Work within the time specified by the Contract;
3. Failure to perform the Work in accordance with the Contract;
4. Failure to promptly remove materials, repair, or replace Work that was or were rejected as defective or unsuitable;
5. Unauthorized discontinuation of the Work;
6. Insolvency, bankruptcy or assignment for the benefit of creditors that impairs your ability to pay Subcontractors or perform the Work;

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7. Failure to pay Subcontractors or material suppliers;
8. Failure to carry on the Work in a manner acceptable to the Commissioner;
9. Failure to observe Federal, State, or local laws or regulations governing safety and security requirements, including all environmental requirements;
10. Failure to comply with any other term of this Contract that states an event of default or failure to comply with any term of this Contract in any material respect; and
11. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the Chief Procurement Officer.
12. Disqualification as a MBE or WBE of the Contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the Contract and such status was misrepresented by the Contractor.
13. Failure to notify City of change in information submitted in Contractor's original Economic Disclosure Statement ("EDS") and to submit a new EDS;
14. Default under any other City contract;
15. Violation of any City ordinance, even if unrelated to contract performance.
16. Failure to comply with the Child Support Arrearage Ordinance, § 2-92-415 of the Municipal Code;

**C. Remedies**

If an event of default occurs, the Chief Procurement Officer, at his sole discretion, may send you notice of his intent to exercise remedies pursuant to the following:

1. **Opportunity to Cure:** The Chief Procurement Officer may provide you the opportunity to cure the default. If he does so, you must cure the default within 10 days after notice from the Chief Procurement Officer is given. If the Chief Procurement Officer receives written notification from the Commissioner that you have not cured the default within the 10-day cure period, the Chief Procurement Officer may at any time after that terminate the Contract, in which event the termination of the Contract is final and effective.
2. **Termination:** The Chief Procurement Officer may terminate the Contract. Written notification of the default and termination of the Contract will be provided to you and the bond company by the Chief Procurement Officer. The Chief Procurement Officer's decision and declaration of termination is final and effective.
3. In addition to the foregoing, upon an event of default as defined in Section XX.B, "Events of Default," the City may invoke any or all of the following remedies:
  - a. The right of set-off against any payments due or to become due to you;
  - b. The right to take over and complete the Work, or any part of it, either directly or through others. The City may use your Subcontractors, materials and equipment to complete the Work. If the City notifies you that it is invoking this remedy, all rights you may have in or under your subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts, at the City's

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discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, you must execute, or cause to be executed, any assignment, agreement, or other document that may be necessary, in the sole opinion of the Corporation Counsel, to evidence or effect compliance with this provision. You must promptly deliver such documents upon the City's request. In the case of any subcontract so assigned and accepted by the City, you remain liable to the Subcontractors for any payment already invoiced to and paid by the City, and for any claim, suit, or cause of action based on or resulting from any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of Contract, by you, your officers, employees, agents, and other Subcontractors, arising before the date of assignment to the City, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. You must notify your Subcontractors of these requirements;

- c. In the event of termination, all costs and changes incurred by the City, together with the cost of completing the Work, are deducted from any moneys due or that may become due to you. When the expense incurred by the City exceeds the sum that would have been payable under the Contract, you and the surety are liable and must pay to the City the amount of the excess;
- d. The right to terminate the Contract as to any or all of the Work yet to be performed;
- e. The right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable;
- f. The right to money damages, including all expert witness or other consultant fees, court costs, and attorneys' fees that the City may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default under this Contract;
- g. The right to withhold all or any part of your compensation;
- h. The right to terminate any or all of any other contracts that you may have with the City; and
- i. The right to deem you non-responsible in future contracts to be awarded by the City.

**D. Nonexclusivity of Remedies**

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or hereafter, at law, or in equity. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor constitutes a waiver of any event of default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

**E. Adjudication of Termination**

If the Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination will



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thereupon be deemed under Section XX.F, "Early Termination," and the provisions of Section XX.F, "Early Termination," apply.

**F. Early Termination**

1. The City, through the Chief Procurement Officer, may terminate your Work by written notice stating the effective date of the termination. Immediately upon receipt of the notice, you must provide similar written notice to the affected Subcontractor(s), whereupon you and Subcontractor(s) must, except for services necessary for the orderly termination of the Work.
  - a. Stop all Work and place no further order or subcontracts for materials, services, equipment or supplies;
  - b. Assign to the City, in the manner and to the extent directed, all of your rights under Work orders, purchase orders and subcontracts relating to the portion of the Work that has been completed;
  - c. Terminate Work orders, purchase orders and subcontracts outstanding to the extent that they relate to the Work and are not assigned to the City;
  - d. Take any action necessary to protect property in your possession in which the City has or may acquire an interest; and
  - e. Take any other action toward termination of the Work that the City may direct.
2. If all or a portion of your Work is terminated under this Section, "Early Termination," you are entitled to payment of those costs relating to the completed portion of the Work. No payment will be made for Work not actually performed. Deductions will be made by the City for any amounts previously paid to you and for any amounts that may be due the City, or that the City may offset or withhold by the terms of this Contract. Thus, the City will pay you, subject to the limitations set forth in this Contract, the sum of the following costs:
  - a. That portion of the Work Order Price related to the Work you completed immediately before notice of termination less the payments for progress or changes previously made; and
  - b. Expenses incurred for which you are liable as the result of your termination of respective Work orders, purchase orders or subcontracts related to the notice of termination. The total amount of all payments to you must not, in any event, exceed the proportion that the Work actually performed (including materials delivered to the Project site minus credits for returned goods or canceled orders) at the date of termination bears to the entire Work to be performed under this Contract. Any payment to you under this subsection will be made in accordance with the provisions of Article XIII, "Payments."
3. After receipt of a notice of termination under this Section XX.F, "Early Terminations," you must submit to the Commissioner your final invoice in the form required, with supporting documentation. The Commissioner may require certified payrolls, receipts and other proof of expenditures. The final invoice must be submitted promptly, but in no event more than 60 days after the effective date of termination. Failure to submit the final

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invoice within 60 days after the effective date of termination constitutes a waiver of the final invoice.

**G. Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify you of that occurrence and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made to you under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under it.

**XXI. COMPLIANCE WITH ALL LAWS**

**A. Contractor Must Comply with All Laws**

Contractor must observe and comply with all Applicable Laws, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all subcontractors to do so. Contractor is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

**B. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Federal Nondiscrimination Requirements**

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time (Acts and Regulations), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the

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discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports**

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance**

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions**

The contractor will include the provisions of above paragraphs 1, "Compliance With Regulations" through 6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the

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interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**7. Other Non-Discrimination Requirements**

**A. ILLINOIS HUMAN RIGHTS ACT**

**1. GENERALLY**

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A, and as further described below.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

**2. STATE OF ILLINOIS DUTIES OF PUBLIC CONTRACTORS (44 ILL. ADMIN. CODE 750 ET SEQ.)**

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability." 44 Ill. Admin. Code 750.120.

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

**3. STATE OF ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in

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whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois

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Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**B. CHICAGO HUMAN RIGHTS ORDINANCE MCC CH. 2-160**

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

**C. CITY OF CHICAGO EQUAL EMPLOYMENT OPPORTUNITY GOALS  
MCC 2-92-390**

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

- A) 25% by minority journeyworkers and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

**D. BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES  
(BEPD)**

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by

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people with disabilities ("BEPD") as defined in that section or MCC 2-92-337,  
and to use BEPD businesses as suppliers.

**C. Business Relationships with Elected Officials**

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

**D. Chicago Inspector**

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

**E. Governmental Ethics Ordinance**

As required by § 2-156-120 of the Municipal Code, no payment, gratuity or offer of employment shall be made in connection with any city contract, by or on behalf of a subcontractor to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**F. False Statements**

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Agreement (each a "Disclosure Misrepresentation"). Any such Disclosure Misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing a Disclosure Misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as



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a result of a Disclosure Misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010.

**G. Americans with Disabilities Act**

Contractor must perform all construction or alteration that Contractor undertakes in connection with this Contract in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including: Americans with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("UFAS") or the American with Disabilities Act ("ADA") and; the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1991), and the regulations promulgated with them. If the above cited standards are inconsistent, Contractor must comply with the standard providing greater accessibility.

**H. MacBride Principles Ordinance**

If the Contractor conducts any business operations in Northern Ireland, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Law 3220).

**I. Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4**

During the Term of this Agreement, or during any period when an extension of this Agreement is being sought or negotiated, neither the Contractor nor any party with a beneficial interest or ownership interest in the Contractor of more than 7.5%, nor any subcontractor of the Contractor or any owner of a subcontractor with more than 7.5% interest in the subcontractor, nor any person with a familial or domestic relationship, including domestic partners, with any of the above may make themselves, may coerce or compel any employee to make or reimburse any employee for any amount, or otherwise participate in the solicitation of amounts contributed to the Mayor or to the Mayor's political fundraising committee.

Contractor's violation of Mayoral Executive Order No. 2011-4 constitutes an Event of Default for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity.

**J. Licensing of General Contractors**

Important: The failure to comply with the provisions of Chapter 4-36 of the Municipal Code ("Chapter 4-36") may result in ineligibility to bid, inability to perform (or continue) to work, imposition of substantial fines, and/or in the City's revoking the Contractor's "general contractor" license. Information about Chapter 4-36 and application forms are available on the City's website, [www.cityofchicago.org](http://www.cityofchicago.org).

As stated elsewhere in the specification, the City reserves the right to reject any or all bids.

The Contractor must be in compliance with the requirements of Chapter 4-36, in the appropriate license class commensurate with the size of this project, if the license is

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required for the scope of work, **at the time the Contractor submits its quote** and, if it is awarded a contract, throughout the term of the contract.

Contractor's failure to be licensed as a "general contractor" at all times throughout the term of the contract, if the license is required for the scope of work, is an **event of default** under the Agreement and the City may exercise any and all rights and remedies permitted under the contract, at law, or in equity.

**K. Buy America**

Contractor must ensure that, to the extent applicable, Work provided under this Contract complies with any Buy America provisions of the federal government and/or any similar provisions of the State or City.

**L. Steel Products**

Unless otherwise provided in the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, steel products used or supplied in the performance of this contract or any subcontract to this contract must be manufactured or produced in the United States. Knowing violation of this law may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and will subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

**M. Wastes**

As required by § 11-4-1600(e) of the Municipal Code, violation of §§ 7-28-390 Dumping on public way; 7-28-440 Dumping on real estate without permit; 11-4-1410 Disposal in waters prohibited; 11-4-1420 Ballast tank, bilge tank or other discharge; 11-4-1450 Gas manufacturing residue; 11-4-1500 Treatment and disposal of solid or liquid waste; 11-4-1530 Compliance with rules and regulations required; 11-4-1550 Operational requirements; and 11-4-1560 Screening requirements by the Contractor or any subcontractor during the term of the Agreement, whether or not in the performance of the Agreement, constitutes an event of default. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of the Agreement, and may further affect Contractor's eligibility for future contract awards. The opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

**N. Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

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**O. Equal Pay**

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq., as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

**P. 2014 Hiring Plan Prohibitions**

1. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
3. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
4. In the event of any communication to Contractor by a City employee or City official in violation of paragraph 2 above, or advocating a violation of paragraph 3 above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

**Q. Contractor's liability – Safety barriers and lights**

Whenever any work or improvement shall require the digging up, use, or occupancy of any public way or other public place in the city, substantial covenants requiring such Contractor to put up and maintain such barriers and lights during the night time as will effectually prevent the happening of any accident for which the City might be liable in consequence of

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such digging up, use, or occupancy of any public way or other public place, shall be inserted in the contract and also such other covenants and conditions as experience may prove necessary to save the City harmless from damages. The chief procurement officer shall also provide in such contract that the party contracting with the City shall be liable for all damages occasioned by the digging up, use, or occupancy of such public way or other public place, or which may result therefrom.

**R. Electronic Mail Communication**

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

**S. Disclosure of Ownership Interest in Entities (Electronic Disclosure Statement)**

The Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago regarding disclosure of ownership interest in entities.

**T. EDS Update Obligation**

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

**U. Wheel Tax (City Sticker)**

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

**V. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)**

**1. Definitions**

For purposes of this section, the following definitions shall apply:

"Commissioner of AIS" means the City's Commissioner of Assets, Information and Services.

"Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.

"Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.

"Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at

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least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.

"Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.

"Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.

"Subcontractor" means any person that enters into any tier subcontract to perform work on this Contract.

"Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the Commissioner of AIS.

**2. Safety Enhancing Requirements**

Contractor and any Subcontractor must comply with MCC 2-92-597. Contractor and any Subcontractor must retrofit large vehicles used in the performance of the contract, in accordance with the Phase-In Period provided below, with:

- (A) Lateral protective devices. This requirement shall be considered satisfied if: (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or (iii) the vehicle cannot be retrofitted with lateral protective devices as attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.
- (B) Left and right side convex mirrors; and
- (C) At least one crossover mirror on the passenger side.

**3. Phase-In Period**

Except when a Contractor or a Subcontractor is granted a waiver pursuant to MCC 2-92-597(g), the Safety Enhancing Requirements set forth above shall apply to:

- (A) one-fourth of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2018 but before July 1, 2019;
- (B) one-half of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2019 but before July 1, 2020;

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- (C) three-fourths of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2020 but before July 1, 2021;
- (D) all of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2021.

**4. Compliance**

Contractor shall submit a written compliance plan to the Commissioner of AIS with respect to compliance with MCC 2-92-597 within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

Every twelve-month period following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner of AIS, the contractor must submit to the Commissioner of AIS, in a form and manner provided by the CPO, a report that includes the following:

- (A) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor;
- (B) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required as specified above and MCC 2-92-597(b);
- (C) one or more photographs of each large vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with required safety enhancing equipment as specified above and set forth in MCC 2-92-597(b). The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and
- (D) a certification that the Contractor and any Subcontractor in the contract have met the requirements MCC 2-92-597 and the terms of the contract specified pursuant to that section.

**5. Time Extension and Annual Waiver Requests**

Upon a written request, accompanied by a compliance plan, of a Contractor or Subcontractor of a Contract entered on or before December 31, 2018, the CPO, in consultation with the Department, may grant a time extension of not more than six months for compliance with the requirements of MCC 2-92-597 with regard to the Contract.

Contractor and any Subcontractors may apply to the CPO for an annual waiver from the requirements of MCC 2-92-597. See MCC 2-92-597(g).

**6. Costs**

All costs that the contractor or any subcontractor may incur to comply with contract requirements imposed pursuant to this section are incidental to the overall contract. No additional time or monies shall be granted to the contractor for compliance with these requirements.

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**7. Enforcement**

The CPO or Commissioner is authorized to inspect or to have inspected any large vehicle used in the performance of this Contract in order to ensure compliance with Safety Enhancing Equipment requirements and MCC 2-92-597.

In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with any contract requirements specified pursuant to MCC 2-92-597 or rules promulgated thereunder shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each such false statement. For purposes of MCC 2-92-597, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in subsection (d) of Section 1-21-010.

**W. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)**

This section applies if this Contract was advertised on or after June 30, 2018.

For purposes of this section, the following definitions shall apply:

“Contract” means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

“Contractor” means the person to whom a contract is awarded.

“Sexual harassment” means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

“Subcontractor” means any person that enters into a contract with a contractor to perform work on a contract.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Contractor's affidavit is included in Book 2 in the form titled “Sexual Harassment Policy Affidavit”.

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City

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from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

**X. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)**

For purposes of this section, the following definitions shall apply:

“Contract” means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

“Contractor” means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant’s prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment
- (2) Contractor shall not seek an applicant’s wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor’s affidavit is included in Appendix C to Contractor’s Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action’s impact on the Contractor’s MBE or WBE subcontractors.

**Y. Deemed Inclusion**

Provisions required by Applicable Law to be inserted in the Agreement are deemed inserted in the Agreement whether or not they appear in the Agreement or, upon application by either party, the Agreement will be amended to make the insertion; however, in no event will the



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failure to insert the provisions before or after the Agreement is signed prevent its enforcement.

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**XXII. [INTENTIONALLY OMITTED]**

**XXIII. MISCELLANEOUS**

**A. Counterparts**

This Contract is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

**B. Modifications**

No changes, modifications, cancellation, or discharge of this Contract, or any part of it, is valid unless in writing and signed by the parties to it, or their respective successors and assigns.

**C. No Waiver of Legal Rights**

1. The City will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by you, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City will not be precluded or estopped from recovering from you and your sureties such damages as the City may sustain by reason of your failure to comply with the terms of the Contract.
2. Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, will operate as a waiver by the City of any portion of the Contract, or of any power reserved in it or any right of the City to damages provided in it. A waiver of any breach of the Contract does not constitute a waiver of any other or subsequent breach.
3. Miscellaneous Provisions: Whenever under this Contract, the City by a proper authority waives your performance in any respect or waives a requirement or condition to either the City's or your performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver may be construed as a modification of this Contract regardless of the number of times the City may have waived the performance, requirement, or condition.

**D. Governing Law**

This Contract is governed in accordance with the laws of the State of Illinois without regard to choice of law principles. You irrevocably submit, and will cause your Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. You consent to service of process on you, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by you, or by personal delivery on any of your officers, directors, or managing or general agents.

**E. Consent to Service of Process and Jurisdiction**

All judicial proceedings brought against you with respect to this Contract may be brought in (i) any court of the State of Illinois of competent jurisdiction; and (ii) any Federal court of competent jurisdiction located within the boundaries of the Federal court district of the Northern District of Illinois, and by execution and delivery of this Contract, you accept, for yourself and in connection with your properties, generally and unconditionally, the exclusive jurisdiction of those courts, and irrevocably agree to be bound by any final judgment rendered by them from which no appeal has

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been taken or is available. You designate and appoint the representative identified on the signature page to this Contract under the heading "Designation of Agent for Service Process" as your agent in Chicago, Illinois to receive on your behalf service of all process in any such proceedings in the court (which representative must be available to receive the service at all times), the service being acknowledged by the representative to effective and binding service in every respect. The agent may be changed only upon the giving of written notice by you to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago and is retained or employed by you. You irrevocably waive any objection (including any objection of the laying of venue or based on the grounds of *forum non conveniens*) which you may now or later have to bring any action or proceeding with respect to this Contract in the jurisdiction set forth above. Nothing in this section affects the right to serve process in any other manner permitted by law or limits the right of the City to bring proceedings against you in the courts of any other jurisdiction.

**F. Contractor Cooperation**

You must act in good faith in the performance of this Contract and co-operate with the City and any other City contractors at the site to assure timely completion of the Work. You must implement such measures as may be necessary to ensure that your staff and your Subcontractors are bound by the provisions of this Contract.

**G. Joint and Several Liability**

If you, or your successors or assigns, if any, are comprised of more than one individual or other legal entity (or a combination of them), then each and every obligation or undertaking stated in this Contract that you are to fulfill or perform is the joint and several obligation or undertaking of each such individual or other legal entity.

**H. No Third Party Beneficiaries**

Except as may otherwise be provided in this Contract, this Contract is solely for the benefit of the parties and nothing in this Contract is intended to create any third party beneficiary rights for Subcontractors or other third parties.

**I. Notices**

Notices, unless expressly provided for otherwise in this Contract, must be in writing and must be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

1. If to the City: Commissioner, (Addresses of Department set forth in Book Two)
2. With Copies to: The Chief Procurement Officer, City Hall, 121 North LaSalle, Room 403, Chicago, IL 60602;
3. If to you: The address identified on your Proposal; and
4. With Copies to: Your bonding company.

Notices delivered by mail are deemed effective three days after mailing in accordance with this Section. Notices delivered personally are deemed effective upon receipt. Refusal to accept notice has the same effect as if notice were delivered. The addresses stated in this Contract may be revised without need for modification or amendment of this Contract, as long as written notification is given in accordance with this Section.

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**J. Authority**

1. Contractor: Your execution of this Contract is authorized and signature(s) of each person signing on your behalf has been made with complete and full authority to commit you to all terms and conditions of this Contract, including every representation, certification, and warranty contained in it, attached to it and collectively incorporated by reference in it, or that may be required by the terms and conditions of this Contract. If other than a sole proprietorship, you must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entities rules and procedures.
2. Consents and Approvals: Unless otherwise expressly stated in this Contract, any consents and approvals to be given by the City are made by the Commissioner.

**K. Software License Agreements**

The City reserves the right to negotiate software license agreements directly with the software supplier.

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**XXIV. SPECIAL CONDITIONS REGARDING MINORITY OWNED BUSINESS ENTERPRISE COMMITMENT AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS**

**I. Policy and Terms**

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation. The City has set goals of 26% and 6% on all contracts in line with its overall aspirational goals, unless otherwise specified herein, and is requiring that bidders make a good faith effort in meeting or exceeding these goals.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

As provided in Section 2-92-720(e), Diversity Credit Program credits awarded by the City's affirmative action advisory board may also be applied to the contract specific goals.

**Contract Specific Goals and Bids**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D); and/or
- B. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE and WBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or contractor commits to make good faith efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

**MBE Contract Specific Goal: [SEE BOOK 2]**  
**WBE Contract Specific Goal: [SEE BOOK 2]**

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE and WBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

**Contract Specific Goals and Contract Modifications**

1. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs and WBEs to meet the Contract Specific Goals.
  - a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
  - b. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.
2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

**II. Definitions**

"Area of Specialty" means the description of a MBE's or WBE's activity that has been determined by the Chief Procurement Officer to be most reflective of the firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE or WBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs and WBEs to perform the work proposed.

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility

for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

“Construction Contract” means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

“Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract.

“Contractor” means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

“Direct Participation” means the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty directly related to the performance of the subject matter of the Construction Contract will count as Direct Participation toward the Contract Specific Goals.

“Directory” means the Directory of Minority Business MBEs and WBEs maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs.

“Good Faith Efforts” means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program’s requirements.

“Joint venture” means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

“Mentor-Protégé Agreement” means an agreement between a prime and MBE or WBE subcontractor (“Mentoring Agreement”), or an agreement between a prime’s subcontractor and MBE or WBE subcontractor (“Subcontractor-to-Subcontractor Mentoring Agreement”), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

“Minority Business Enterprise” or “MBE” means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

“Supplier” or “Distributor” refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

“Women Business Enterprise” or “WBE” means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

### **III. Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
1. The MBE or WBE joint venture partner’s share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
  2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  3. Each joint venture partner executes the bid to the City; and
  4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm’s percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

C. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder’s Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE’s or WBE’s responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:



1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
  2. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
  3. Work items to be performed under the supervision of the MBE or WBE joint venture partner;
- and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**NOTE:** Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

#### **IV. Counting MBE and WBE Participation Towards the Contract Specific Goals**

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

**Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals.** For example, a firm certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both. Additionally, a firm that is certified as both a MBE and a WBE could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE or WBE firm, depending on which certification that dual-certified firm chooses to count itself as.

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
  1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

**Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- C. If the MBE or WBE performs the work itself:
1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals
- D. If the MBE or WBE is a manufacturer:
1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- E. If the MBE or WBE is a distributor or supplier:
1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- F. If the MBE or WBE is a broker:
1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals.
    - i. OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
  2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE or WBE subcontracts out any of its work:
1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the

MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).

3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**V. Procedure to Determine Bid Compliance**

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE proposal:

A. Schedule B: MBE/WBE Affidavit of Joint Venture

1. Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.

B. Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. The City encourages subcontractors to utilize the electronic fillable format Schedule C, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. The City encourages bidders to utilize the electronic fillable format Schedule D, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid.

A Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

E. Schedule F: Report of Subcontractor Solicitations

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.
2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
3. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
  - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
    - i. Names, addresses, emails and telephone numbers of firms solicited;
    - ii. Date and time of contact;

- iii. Person contacted;
  - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
- c. Evidence of contact, including:
- i. Project identification and location;
  - ii. Classification/commodity of work items for which quotations were sought;
  - iii. Date, item, and location for acceptance of subcontractor bids;
  - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
  - v. Bids received from all subcontractors.
- d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.
- K. Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

## **VI. Demonstration of Good Faith Efforts**

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
- 1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.

2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
  3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
  5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
  6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
  7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
  8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.
  9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
  10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
  11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

## **VII. Changes to Compliance Plan**

- A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Chief

Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope;
5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal; or
8. De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.
9. Termination of a Mentor Protégé Agreement.

C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.
3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.

4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
  5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

### **VIII. Reporting and Record Keeping**

- A. During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE and WBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15<sup>th</sup>) day of each month.

Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20<sup>th</sup> day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25<sup>th</sup> of each month or payments may be withheld.

All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <http://chicago.mwdbe.com>

- C. The Chief Procurement Officer or any party designated by the, Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.



- D. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

**IX. Non-Compliance**

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- D. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

**X. Arbitration**

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE or WBE may recover damages from the contractor.

Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE or WBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE or WBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

A MBE or WBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties.

The MBE or WBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE or WBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

**XI. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.



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Rev. Jan. 2020

<p><b>51<sup>st</sup> Street Business Association *</b> 220 E. 51<sup>st</sup> Street Chicago, IL 60615 773-285-3401 773-285-3407 the51ststreetbusinessassociation@yahoo.com www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>African American Contractors Association – AACA *</b> P.O. Box #19670 Chicago, IL 60619 312-915-5960 aacanatlassoc@gmail.com www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Angel of God Resource Center, Inc. *</b> 14527 S. Halsted Chicago, IL 60827 708-392-9323 708-880-0121 Fax asmith5283@yahoo.com aogrc@angelofgodresourcecenter.org www.angelofgodresourcecenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Association of Asian Construction Enterprises (AACE) *</b> 712 W. Root St. Chicago, IL 60609 312-595-2010 admin@aacechicago.com  Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p><b>Austin African American Business Networking Assoc.</b> 5820 W. Chicago Ave. Chicago, IL 60651 773-626-4497 info@aaabna.org www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Better Business Bureau *</b> 330 N Wabash, Suite 3120 Chicago, IL 60611 312-832-0500 www.bbb.org/chicago tjohnson@chicago.bbb.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Black Contractors Owners and Executives</b> 7811 S. Stony Island Ave. Chicago, IL 60649 773-346-5658 773-346-5659 Fax admin@bcoechicago.org www.bcoechicago.org Maintains list of certified firms: No Provides training for businesses: No</p>	<p><b>Black Contractors United *</b> 12000 S. Marshfield Ave. Calumet Park, IL 60827 708-389-5730 708-389-5735 Fax carole@blackcontractorsunited.com www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

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<p><b>BOP Project 5000 NFP *</b> 644 E 79<sup>th</sup> Street Chicago, IL 60619-3037 773-891-5939 773-304-1903 Fax bopbizcenter@gmail.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Business Leadership Council *</b> 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 312-628-7844 312-628-7843 Fax info@businessleadershipcouncil.org www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Chatham Business Association Small Business Dev. *</b> 800 E. 78<sup>th</sup> Street Chicago, IL 60619 773-994-5006 773-855-8905 Fax admin@cbaworks.org www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chicago Minority Supplier Development Council Inc. *</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 312-755-8880 312-755-8890 Fax cjordan@chicagomsdc.org www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Chicago Urban League *</b> 4510 S. Michigan Ave. Chicago, IL 60653 773-285-5800 773-285-7772 Fax sbrinston@thechicagourbanleague.org www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chicago Women in Trades (CWIT)</b> 2444 W. 16<sup>th</sup> Street Chicago, IL 60608 312-942-1444 Jayne Vellinga, Executive Director jvellinga@cwit2.org www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Contractor Advisors Business Development Corp. *</b> 1507 E. 53<sup>rd</sup> Street, Suite 906 Chicago, IL. 60615 312-436-0301 info@contractoradvisors.us www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Cosmopolitan Chamber of Commerce *</b> 1631 S. Michigan Unit 101 Chicago, IL. 60616 312-971-9594 312-341-9084 Fax rmcgowan@cosmochamber.org www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Council of Black Architecture and Engineering Companies (formally NOME) *</b> 1 South Wacker Suite 2650 Chicago, IL 60606 312.960.1239 msutton@infrastructure-eng.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Do For Self Community Development Co. *</b> 8659 S. Ingleside Ave., Chicago, IL 60619 773-356-7661 dennisdoforself@hotmail.com www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>

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<p><b>Elite Svc. Disabled Veteran Owned Business Network *</b> c/o SCIGON 420 Lake Cook Road Suite #104 Deerfield, Illinois 60015 847 453-8890 847 739-3139 Fax jscifers@scigon.com www.elitesdvob.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Far South Community Development Corporation</b> 9923 S. Halsted Street, Suite D Chicago, IL 60628 773-941-4833 773-941-5252 lacy@farsouthcdc.org www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Federation of Women Contractors *</b> 4210 W. Irving Park Road, Chicago, IL 60641 312-360-1122 773-853-2042 Fax info@fwcchicago.com www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p><b>Fresh Start Home Community Development Corp. *</b> 5168 S. Michigan Avenue, 4N Chicago, IL 60615 773-312-3797 855-270-4175 info@freshstartnow.us www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Greater Southwest Development Corporation</b> 2601 W. 63<sup>rd</sup> Street Chicago, IL 60629 773-436-1000 773-471-8206 Fax c.james@greatersouthwest.org www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Hispanic American Construction Industry Association (HACIA) *</b> 650 W. Lake St., Unit 415 Chicago, IL 60661 312-575-0389 312-575-0544 Fax info@haciaworks.org www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Illinois Black Chamber of Commerce *</b> 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 309-740-4430 / 773-294-8038 309-672-1379 Fax finance@ilbcc.org www.ilbcc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Illinois Hispanic Chamber of Commerce *</b> 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 312-425-9500 info@ihccbusiness.net www.ihccbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>JLM Business Development Center *</b> 2622 W. Jackson Boulevard Chicago, IL 60612 773-826-3064 773-359-4021 Fax lady930@prodigy.net www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>LGBT Chamber of Commerce of Illinois *</b> 3179 N. Clark St., 2nd Floor Chicago, IL 60657 773-303-0167 773-303-0168 Fax admin@lgbtcc.com www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

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<p><b>Native American Chamber of Commerce of Illinois *</b> 100 N. Riverside Plaza, Suite 1670 Chicago, IL 60606 630-926-1700 info@nacc-il.org www.nacc-il.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>NDIGO Foundation</b> 329 W. 18<sup>th</sup> Street, Ste 613 Chicago, IL 60616 Phone: 312-264-6272 hhartman@ndigo.com www.ndigo.com Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Rainbow/PUSH Coalition *</b> 930 E. 50<sup>th</sup> Street Chicago, IL 60615 773-373-3366 773-373-41410403 Fax info@rainbowpush.org www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>RTW Veteran Center *</b> 7415 E. End, Suite 120 Chicago, IL 60649 800-974-2808 866-873-2494 Fax rtwvetcenter@yahoo.com www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>South Shore Chamber, Inc. *</b> 1750 E. 71<sup>st</sup> Street Chicago, IL 60649 773-955- 9508 info@southshorechamberinc.org www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Sustainable Options for Urban Living, Inc. (SOUL) *</b> 11603 S. Throop Street Chicago, IL 60643 773-250-1770 Ext 702 Cyndi@soul-program.com www.soul-program.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b> 1547 South Wolf Road Hillside, Illinois 60162 773-315-9720 omonroe@themonroefoundation.org www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Turn 2 Growth *</b> 15475 S. Park South Holland, IL 60473 708-913-4700 708-880-1583 Fax info@turn2growth.org www.turn2growth.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>US Minority Contractors Association, Inc. *</b> 1250 S. Grove Ave. Suite 200 Barrington, IL 60010 847-852-5010 847-382-1787 Fax admin@usminoritycontractors.org www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Women's Business Development Center *</b> 8 S. Michigan Ave. Suite 400 Chicago, IL 60603 312-853-3477 312-853-0145 Fax fcurry@wbdc.org www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

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<p><b>Women Construction Owners &amp; Executives (WCOE) *</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 708-366-1250 mkm@mkmservices.com www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	
<p><b>51<sup>st</sup> Street Business Association *</b> 220 E. 51<sup>st</sup> Street Chicago, IL 60615 773-285-3401 773-285-3407 the51ststreetbusinessassociation@yahoo.com www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>African American Contractors Association – AACA *</b> P.O. Box #19670 Chicago, IL 60619 312-915-5960 aacanatlassoc@gmail.com www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Angel of God Resource Center, Inc. *</b> 14527 S. Halsted Chicago, IL 60827 708-392-9323 708-880-0121 Fax asmith5283@yahoo.com aogrc@angelofgodresourcecenter.org www.angelofgodresourcecenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Association of Asian Construction Enterprises (AACE) *</b> 712 W. Root St. Chicago, IL 60609 312-595-2010 admin@aaacechicago.com  Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p><b>Austin African American Business Networking Assoc.</b> 5820 W. Chicago Ave. Chicago, IL 60651 773-626-4497 info@aaabna.org www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Better Business Bureau *</b> 330 N Wabash, Suite 3120 Chicago, IL 60611 312-832-0500 www.bbb.org/chicago tjohnson@chicago.bbb.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

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<p><b>Black Contractors Owners and Executives</b>  7811 S. Stony Island Ave.  Chicago, IL 60649  773-346-5658  773-346-5659 Fax  admin@bcoechicago.org  www.bcoechicago.org  Maintains list of certified firms: No  Provides training for businesses: No</p>	<p><b>Black Contractors United *</b>  12000 S. Marshfield Ave.  Calumet Park, IL 60827  708-389-5730  708-389-5735 Fax  carole@blackcontractorsunited.com  www.blackcontractorsunited.com  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>BOP Project 5000 NFP *</b>  644 E 79<sup>th</sup> Street  Chicago, IL 60619-3037  773-891-5939  773-304-1903 Fax  bopbizcenter@gmail.com  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Business Leadership Council *</b>  230 W. Monroe Street, Ste 2650  Chicago, IL 60606  312-628-7844  312-628-7843 Fax  info@businessleadershipcouncil.org  www.businessleadershipcouncil.org  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Chatham Business Association Small Business Dev. *</b>  800 E. 78<sup>th</sup> Street  Chicago, IL 60619  773-994-5006  773-855-8905 Fax  admin@cbaworks.org  www.cbaworks.org  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Chicago Minority Supplier Development Council Inc. *</b>  105 W. Adams, Suite 2300  Chicago, IL 60603-6233  312-755-8880  312-755-8890 Fax  cjordan@chicagomsdc.org  www.chicagomsdc.org  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>



Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

<p><b>Chicago Urban League *</b> 4510 S. Michigan Ave. Chicago, IL 60653 773-285-5800 773-285-7772 Fax sbrinston@thechicagourbanleague.org www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chicago Women in Trades (CWIT)</b> 2444 W. 16<sup>th</sup> Street Chicago, IL 60608 312-942-1444 Jayne Vellinga, Executive Director jvellinga@cwit2.org www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Contractor Advisors Business Development Corp. *</b> 1507 E. 53<sup>rd</sup> Street, Suite 906 Chicago, IL. 60615 312-436-0301 info@contractoradvisors.us www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Cosmopolitan Chamber of Commerce *</b> 1631 S. Michigan Unit 101 Chicago, IL. 60616 312-971-9594 312-341-9084 Fax rmcgowan@cosmochamber.org www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Council of Black Architecture and Engineering Companies (formally NOME) *</b> 1 South Wacker Suite 2650 Chicago, IL 60606 312.960.1239 msutton@infrastructure-eng.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Do For Self Community Development Co. *</b> 8659 S. Ingleside Ave., Chicago, IL 60619 773-356-7661 dennisdoforself@hotmail.com www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Elite Svc. Disabled Veteran Owned Business Network *</b> c/o SCIGON 420 Lake Cook Road Suite #104 Deerfield, Illinois 60015 847 453-8890 847 739-3139 Fax jscifers@scigon.com www.elitesdvob.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Far South Community Development Corporation</b> 9923 S. Halsted Street, Suite D Chicago, IL 60628 773-941-4833 773-941-5252 lacy@farsouthcdc.org www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Federation of Women Contractors *</b> 4210 W. Irving Park Road, Chicago, IL 60641 312-360-1122 773-853-2042 Fax info@fwcchicago.com www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p><b>Fresh Start Home Community Development Corp. *</b> 5168 S. Michigan Avenue, 4N Chicago, IL 60615 773-312-3797 855-270-4175 info@freshstartnow.us www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>



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<p><b>Greater Southwest Development Corporation</b> 2601 W. 63<sup>rd</sup> Street Chicago, IL 60629 773-436-1000 773-471-8206 Fax c.james@greatersouthwest.org www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Hispanic American Construction Industry Association (HACIA) *</b> 650 W. Lake St., Unit 415 Chicago, IL 60661 312-575-0389 312-575-0544 Fax info@haciaworks.org www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Illinois Black Chamber of Commerce *</b> 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 309-740-4430 / 773-294-8038 309-672-1379 Fax finance@ilbcc.org www.ilbcc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Illinois Hispanic Chamber of Commerce *</b> 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 312-425-9500 info@ihccbbusiness.net www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>JLM Business Development Center *</b> 2622 W. Jackson Boulevard Chicago, IL 60612 773-826-3064 773-359-4021 Fax lady930@prodigy.net www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>LGBT Chamber of Commerce of Illinois *</b> 3179 N. Clark St., 2nd Floor Chicago, IL 60657 773-303-0167 773-303-0168 Fax admin@lgbtcc.com www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Native American Chamber of Commerce of Illinois *</b> 100 N. Riverside Plaza, Suite 1670 Chicago, IL 60606 630-926-1700 info@nacc-IL.org www.nacc-IL.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>NDIGO Foundation</b> 329 W. 18<sup>th</sup> Street, Ste 613 Chicago, IL 60616 Phone: 312-264-6272 hhartman@ndigo.com www.ndigo.com Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Rainbow/PUSH Coalition *</b> 930 E. 50<sup>th</sup> Street Chicago, IL 60615 773-373-3366 773-373-41410403 Fax info@rainbowpush.org www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>RTW Veteran Center *</b> 7415 E. End, Suite 120 Chicago, IL 60649 800-974-2808 866-873-2494 Fax rtwvetcenter@yahoo.com www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

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<p><b>South Shore Chamber, Inc. *</b> 1750 E. 71<sup>st</sup> Street Chicago, IL 60649 773-955- 9508 info@southshorechamberinc.org www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Sustainable Options for Urban Living, Inc. (SOUL) *</b> 11603 S. Throop Street Chicago, IL 60643 773-250-1770 Ext 702 Cyndi@soul-program.com www.soul-program.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b> 1547 South Wolf Road Hillside, Illinois 60162 773-315-9720 omonroe@themonroefoundation.org www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Turn 2 Growth *</b> 15475 S. Park South Holland, IL 60473 708-913-4700 708-880-1583 Fax info@turn2growth.org www.turn2growth.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>US Minority Contractors Association, Inc. *</b> 1250 S. Grove Ave. Suite 200 Barrington, IL 60010 847-852-5010 847-382-1787 Fax admin@usminoritycontractors.org www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Women's Business Development Center *</b> 8 S. Michigan Ave. Suite 400 Chicago, IL 60603 312-853-3477 312-853-0145 Fax fcurry@wbdc.org www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Women Construction Owners &amp; Executives (WCOE) *</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 708-366-1250 mkm@mkmservices.com www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	

*\*Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

## **XXIV. Supplemental Conditions for Work Orders**

### **A. General Provisions**

1. Intent of Plans and Specifications: The Contractor's quote includes, and the Contractor shall provide and furnish, all items necessary and incidental to the Work, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment (except as otherwise stated in the Contract Documents) tools, power, shop plans, working drawings, design drawings including architectural and engineering services in support of the Work, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's quote includes all cost relating to, or associated with, the foregoing including but not limited to all direct costs, overhead and profit.

### **B. Owner's Personnel**

1. The Project Manager
  - a. The City's Project Manager, assigned by the Commissioner, will be responsible for determining and documenting the Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field observation, and recommending payments and WorkOrder Completion Time.
  - b. The City's Project Manager shall be in charge of the supervision of the Work. The City's Project Manager shall have authority to stop the Work whenever such stoppage may be necessary in the Project Manager's reasonable opinion to insure the proper execution of the Contract. The Project Manager shall within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

### **C. Contractor's Personnel**

1. The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform the Work. The Contractor shall provide the City with the qualifications and names of the individuals who will serve as the Project Manager and the Superintendent(s). If the City determines that the Contractor's staffing level will require that staffing adjustments are made satisfactory to the City prior to the issuance of additional Work Orders.
2. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
3. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Work Order issued, the Contractor shall identify the Superintendent responsible for that Work Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Work Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all

at no cost to the City.

4. **Substitutions:**

- a. If any key personnel furnished by the Contractor should be unable to continue in the performance of assigned duties for reasons due to death, disability, or termination, the Contractor shall promptly notify the City explaining the circumstances. Changes in assignment of key personnel due to commitments not related to this Contract are prohibited without prior City approval.
- b. The Contractor shall furnish to the City within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the City may require to judge the experience and competence of the proposed substitute. Upon approval by the City, the proposed substitute shall be assigned to this Contract. If the City rejects the substitute, the Contractor shall have seven (7) days thereafter to submit a second proposed substitute. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by the City.
- c. In the event that, in the opinion of the City, the performance of personnel of the Contractor assigned to this Contract is at an unacceptable level, such personnel shall cease to be assigned to this Contract and shall return to the Contractor, and the Contractor shall provide a substitute to the City, in accordance with the previous paragraph. Absence of acceptable Key Personnel for the Work shall constitute an event of default.
- d. If the Contractor is unable to provide an adequate substitute in accordance with the previous paragraphs, the City reserves the right to terminate the Contract.

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**D. Scope of Work**

1. The Scope of Work under this Contract shall be issued in individual Work Orders. Upon receipt of a Blanket Release, the Contractor shall provide all management, design drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Work Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety, protection of City property and equipment, if any, as well as site preparation and cleanup during and after construction. **This Contract is primarily to be used in support of the Department of Housing's Roof and Porch Repair Program (RPRP). The RPRP program is supported by federal funds provided by the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). The Work will consist of roof construction including the repair or replacement of roofs on residential structures containing four or less units, installation of safety devices (smoke detectors, fire extinguishers), and general small repairs including but not limited to, electrical, plumbing, and masonry. However, the City reserves the right to have the Contractor work on any property within the City.** The City is not obligated nor does it guarantee that the Contractor will perform work in the above mentioned categories. The City reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the facilities mentioned above.
2. Work or performance shall be made only as authorized by Work Orders issued in accordance with the Contract Documents.

3. **The Contractor is not allowed to refuse to perform any Work Order requested by the City.** All costs associated with the above scope of work shall be the responsibility of the Contractor.
4. The Work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State of Illinois and the City.
5. The Contractor shall maintain accurate and complete records, files and libraries of documents to include Federal, State, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.
6. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Work Order.
7. The City may, from time to time, require Unspecified Services. These Unspecified Services will be incorporated in subsequent Work Orders and the Contractor shall accomplish those tasks with the same diligence as those tasks incorporated in this Contract. Unspecified Services will be priced according to Article XIII.G, "Payment for Changes," of the Contract Documents,
8. All Work shall conform to and comply with any applicable standards, including those specified in the following documents, regardless of whether an individual Work Order makes reference to them.
9. All Work will be monitored by the City.
10. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work required by the Contract shall be accomplished or reviewed and approved by architects or engineers registered in the State of Illinois to practice in the particular professional field involved.

#### **E. Work Order Procedure for Ordering Work**

1. The City will issue Blanket Release(s), which must be signed by the City or City's Representative, to the Contractor. A Blanket Release will be accompanied by a signed copy of the NTP. The NTP provided to the Contractor shall reference the Detailed Scope of Work and set forth the Work Order Price and the Work Order Completion Time. All clauses of this Contract shall be applicable to each Work Order.
2. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the City. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work. The Contractor shall be compensated in accordance the as if the work had been ordered under the standard procedures.
3. **Expedited Work Order Procedures:**
  - a. Definition of an emergency requiring an expedited response: Any unexpected event that endangers life, health, property, essential public services or operational effectiveness and requires immediate attention within 24 hours.
  - b. The Department of Procurement Services has an expedited procedure to rapidly respond to emergencies that require an expedited response. The procedure

ensures that the Department promptly notifies the Department of Procurement Services via telephonic and electronic communications of the emergency requiring an expedited response. Upon notification the Department may direct the Contractor to take whatever steps are necessary to mitigate the emergency requiring an expedited response.

- c. During the course of the repair work, both the Contractor and the Department will record the labor, equipment and materials used on the emergency requiring an expedited response.
- d. Once the emergency requiring an expedited response has been stabilized, the Contractor shall prepare a proposal for the Department to review and approve. Once the Proposal is approved the Contractor shall prepare a final Work Order Proposal Package and submit to the Department Project Manager. The Project Manager will submit the necessary documents for issuance of the Blanket Release.

4. **Incidental Work:**

- a. Even if not specifically stated in the Scope of Work, a Work Order includes all construction services as necessary to perform the Work covered by the Scope of Work. For example: A statement of Work may be "Install Pipe Underdrains." Included in the work task and price and considered incidental to the work is the excavation and proper disposal of unsuitable material, the installation of the pipe, the fabric envelope, fittings, cleanouts, bedding aggregate and porous granular backfill.
- b. It is the responsibility of the Contractor to properly complete the Scope of Work, even if incidental items as related to the overall Scope of Work are not specifically identified in the Scope of Work. Extra payment requested by the Contractor based on the contention that the Work Order or Scope of Work failed to itemize work tasks which are considered incidental to common construction practice will not be permitted.





**BOOK 2  
EMERGENCY REQUEST FOR QUOTATIONS**

**PROJECT TITLE: EMERGENCY DOH ROOF AND GENERAL SMALL REPAIRS FOR  
THE ROOF AND PORCH REPAIR PROGRAM (RPRP)**

**CITY OF CHICAGO**



**LORI E. LIGHTFOOT  
MAYOR OF CHICAGO**

Prepared by  
**Department of Housing**  
Finance and Administration Division

**MARISA NOVARA**  
Commissioner of Department of Housing  
121 N. LaSalle Street  
Chicago, Illinois 60602

**Issued by the  
DEPARTMENT OF PROCUREMENT SERVICES**

**SHANNON E. ANDREWS**  
CHIEF PROCUREMENT OFFICER

**All Signatures To Be Sworn To Before A Notary Public**

*Any contract entered into as a result of this emergency process is governed by the terms and conditions set forth in Book 1 "Terms and Conditions for Construction" for DOH projects funded by the City, as amended and incorporated as if fully set forth here by this reference.*

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## SECTION ONE

### PROJECT INFORMATION

#### A. Project Information

The following Specifications supplement the “Requirements for Emergency Contracts and Instructions for Submitting Quotes” found in Section Two of this document.

Quotes will be received by the Chief Procurement Officer of the City of Chicago for Emergency DOH Roof and General Small Repairs for the Roof and Porch Repair Program (RPRP) in accordance with Contract Documents set forth below.

#### B. General Description of Work

The Roof Repair program is administered by the City’s Department of Housing (DOH). DOH provides loans up to \$24,999 to qualified owner-occupied homeowners for service or replacement to their roof. Households must meet HUD’s CDBG – 24CFR §5 income criteria and the property must be a single-family home or 2 - 4 unit apartment building located in the City of Chicago. Remedies are commensurate with the level of construction needed determined by the bidder.

Work will consist of roof repair, including replacement of roofs of residential properties with four units or less as well as small repair construction including but not limited to plumbing, electrical, masonry and safety devices.

Repair services performed under this contract must be performed by competent, thoroughly trained and certified personnel. The contractor must include copies of all licenses and certifications at the time of submitting their bid. Repair services must be performed in a workmanlike manner using industry accepted practices and established manufacturer procedures. It is anticipated that a roof will be completed within 7 days after construction commences.

This description of work is intended to be general in nature and is neither a complete description nor a limitation on the work to be performed. Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

C. Fund Source: Various. Funding for this Contract is subject to the availability of CDBG funds.

D. MBE/WBE Participation Goal: 0%

E. CONSTRUCTION SERVICES POLICIES

This solicitation request is under the Department of Procurement Services (DPS) Emergency Procurement Process. For this contract, the field drawings and associated site photos will be emailed apart from this solicitation.

## Proposal Pages

Bidders are encouraged to conduct on-site inspections for the purpose of scoping out the project and determining the price of replacement or repair. **All on-site inspections must be completed within 7 days of the advertisement of the specification.** Bidders must coordinate dates and times of the on-site inspection with DOH.

Homeowners will be notified with a phone call and letter that they can expect contractors to be visiting their homes to determine the price of replacing or repairing their roof. Please attempt to notify the homeowner of an inspection upon arrival.

Please contact Department of Housing Construction Services for further information (Travis.Kluska2@cityofchicago.org).

### 1. CONSTRUCTION TYPOLOGY:

The Roof Repair program requires its vendor to comply with written rehab standards set forth by the City of Chicago, Department of Buildings (DOB). DOB standards are the Roof Program technical policies and procedures and are detailed in Attachment A.

### 2. SCOPE OF WORK:

Work order packages provided reference the detailed scope of work, set forth the job order completion time and the job order price, which is contained in the blanket release. The job order price shall be a lump sum, fixed price for the completion of the detailed scope of work. A separate job order will be issued for each project. Extra work, credits, and deletions will be contained in additional job orders.

### 3. PERMITS:

The vendor must obtain all permits prior to commencing work, as required by DOB or other public authorities. The permit must be obtained, and a copy provided to the DOH before work commences. The vendor must obtain all necessary permits and pay all associated fees. Information with regard to the above may be obtained by contacting the appropriate City Departments.

### 4. CHANGE ORDERS:

Change orders require DOH and homeowner approval and amendment to the loan agreement.

### 5. PROJECT COMPLETION AND FINALIZATION:

Upon completion of the work, the vendor, DOH, and the property owner or the property owner's DOH approved representative complete a review of the work ensuring work was completed according to the approved scope of work and to the satisfaction of the property owner or the property owner's representative. The Paying Agent form must be signed on the job site by the roof vendor, DOH, and the property owner or property owner's representative. The vendor



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<p><b>South Shore Chamber, Inc. *</b> 1750 E. 71<sup>st</sup> Street Chicago, IL 60649 773-955-9508 info@southshorechamberinc.org www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Sustainable Options for Urban Living, Inc. (SOUL) *</b> 11603 S. Throop Street Chicago, IL 60643 773-250-1770 Ext 702 Cyndi@soul-program.com www.soul-program.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b> 1547 South Wolf Road Hillside, Illinois 60162 773-315-9720 omonroe@themonroefoundation.org www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Turn 2 Growth *</b> 15475 S. Park South Holland, IL 60473 708-913-4700 708-880-1583 Fax info@turn2growth.org www.turn2growth.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
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<p><b>Women Construction Owners &amp; Executives (WCOE) *</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 708-366-1250 mkm@mkmservices.com www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	

*\*Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

## **XXIV. Supplemental Conditions for Work Orders**

### **A. General Provisions**

1. Intent of Plans and Specifications: The Contractor's quote includes, and the Contractor shall provide and furnish, all items necessary and incidental to the Work, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment (except as otherwise stated in the Contract Documents) tools, power, shop plans, working drawings, design drawings including architectural and engineering services in support of the Work, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's quote includes all cost relating to, or associated with, the foregoing including but not limited to all direct costs, overhead and profit.

### **B. Owner's Personnel**

1. The Project Manager
  - a. The City's Project Manager, assigned by the Commissioner, will be responsible for determining and documenting the Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field observation, and recommending payments and WorkOrder Completion Time.
  - b. The City's Project Manager shall be in charge of the supervision of the Work. The City's Project Manager shall have authority to stop the Work whenever such stoppage may be necessary in the Project Manager's reasonable opinion to insure the proper execution of the Contract. The Project Manager shall within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

### **C. Contractor's Personnel**

1. The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform the Work. The Contractor shall provide the City with the qualifications and names of the individuals who will serve as the Project Manager and the Superintendent(s). If the City determines that the Contractor's staffing level will require that staffing adjustments are made satisfactory to the City prior to the issuance of additional Work Orders.
2. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
3. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Work Order issued, the Contractor shall identify the Superintendent responsible for that Work Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Work Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all

## Proposal Pages

cannot submit job work order package for payment until the Paying Agent form is signed by all parties to the satisfaction of DOH.

### 6. LEAD:

If the scope of work involves disturbing any painted surfaces painted before 1978 and the cost of the project exceeds \$5,000, the vendor must retain a 3<sup>rd</sup> party vendor to conduct a lead test consistent with 24 CFR §35.930. If the lead test comes back positive then the vendor must perform interim controls in compliance with 24 CFR §35.1330 and implement safe work practices, per 24 CFR §35.1350, during construction. The vendor must verify field implementation of interim controls and lead safe practices via photographs and other documentation. Subject to DOH field inspection and quality control measures.

In the event the home was built before 1978 and the cost of the job exceeds \$5,000 and if children, under the age of six, are residing at the home or building then they will be engaged by the DPH who will confirm if their child has been tested for elevated blood lead levels or will coordinate a blood lead test. The City will take appropriate actions, pursuant to §35.1225 (Child with an elevated blood lead level).

### F. CONSTRUCTION SERVICES ADMINISTRATIVE PROCESS

#### 1. SCOPE THE PROJECT:

During intake, DOH staff will determine if any children, under the age of six, reside in any home or building unit built before 1978 that may receive a roof and will notify the DPH. DPH will provide DOH with information pertaining to whether or not a child under the age of six has had a blood lead test to determine if elevated blood lead levels exist or will schedule and document a blood test to make that determination. Information will be shared between the DOH and DPH who will coordinate lead paint abatement.

The vendor will scope potential jobs as part of the bid process to determine and confirm the scope of construction. Prior to starting the work, the vendor will meet with the Rehabilitation Construction Specialist (RCS) on site, and with the homeowner to sign the note and loan agreement on the first day of construction.

If the homeowners home was constructed before 1978, and the project will cost more than \$5,000 and if painted surfaces will be disturbed as part of the scope of work then the vendor or third party contractor will conduct paint testing of the painted surfaces that will be disturbed as required by 24 CFR 35.930(b).

If lead testing is required, the homeowner will be notified about paint testing results and will receive a risk assessment and notification that lead is present. Homeowners and occupants will receive a description of interim controls and safe work practices that will be employed. Homeowners will also sign a verification of receipt of lead awareness forms and that they

## Proposal Pages

received the United States Environmental Protection Agencies' *Protect Your Family From Lead In Your Home* brochure, provided by the vendor.

The program transmittal form will inform the scope of work and if the home or work triggers lead testing and ultimately the need for interim controls and safe work practices, which will be included in the scope of work. Vendors or a sub-contractor must be certified to perform interim controls and safe work practices. Detailed methodologies of containment strategies employed will be consistent with CDBG Lead Based Paint Chapter 13 and lead standards controls referenced in 24 CFR §35. The vendor and its sub-contractors will follow 24 CFR §35.930(b), evaluation and hazard reduction requirements; 24 CFR §35.1330, interim controls and 24 CFR §35.1350 safe work practices. The following HUD document will be utilized, filed and will include:

- Certified Inspectors Lead Inspection Report
- Lead Hazard Screen Report
- Risk Assessment
- Notice to EPA of lead-based paint abatement activities
- Laboratory analysis of samples
- Recordkeeping. All reports or plans required in this section shall be maintained by the certified firm or individual who prepared the report for no fewer than 3 years. The certified firm or individual also shall provide copies of these reports to the building owner who contracted for its services.
- The lead awareness form and brochure will also be signed and distributed to the homeowner. The homeowner signs the lead awareness form, which acknowledgement of receipt of brochure.

Documentation of the results from the lead testing will be retained and shared with DOH, the homeowner and any occupants of the building. If lead is present and interim controls and safe work practices are employed, DOH will include in the file an environmental sample analysis, verification of notice to occupants and interim control and safe work methods, verification of lead disposal and that abatement and disposal was completed by certified vendor or sub-contractor.

The vendor must verify field implementation of interim controls and lead safe practices via photographs. Subject to DOH field inspection (Quality Control).

DOH additionally will conduct an analysis of a sample of current year client files annually to confirm compliance with all applicable subsections of 24 CFR 35.930(b), 24 CFR 35.1330 and 24 CFR 35.1350. Any findings will require immediate corrective action on the behalf of the Department of Housing and or the vendor.

## 2. DURING CONSTRUCTION:

DOH performs quality control site visits to ensure its vendor is producing quality work and executing lead safe practices as stipulated in the HUD document prepared by the vendor and will follow 24 CFR §35.1350 Safe work practices.



## Proposal Pages

Change orders due to quantity changes because of unforeseen conditions do not need the approval of the homeowner. When change orders alter the scope of work the homeowner and the vendor must sign a new note and loan agreement reflecting the new contract amount.

### **3. PROJECT COMPLETION:**

Once a project is completed the vendor, DOH and the homeowner will finalize the project together by signing the paying agent form – CM 11, the DOH Construction and Compliance Division single family repairs form, and will sign and receive a copy of the vendor construction warranty and maintenance agreement. The signature of the homeowner is required. No other signature other than the homeowner's is permitted unless written approval is received and approved by the DOH Deputy Commissioner prior to the subject site visit. RCS's sign this form post inspection of completed work. The roof vendor and homeowner signature are also required at the time of the final inspection. DOH will require appropriate back up documentation from the homeowner explaining the circumstances of their inability to be present at the final inspection as well as identifying the "representative" and their relationship with that person. It is the sole determination of DOH to approve or deny final inspection documentation without homeowner's signature. Once payment requests are received, DOH reviews and confirms with a checklist that all applicable forms and documentation is submitted and completed to the satisfaction of the DOH.

### **4. PAYMENT:**

DOH will receive an invoice and payment request where the vendor will submit the following forms:

- Signed Price Proposal Summary and Detail
- DOB Signed Permit
- Disclosure of Retained Parties (This includes only subcontractors)
- Sworn statement for contractor and subcontractor to owner
- Final waiver of lien and contractor's affidavit
- Lead Forms (indicated Scope of Project section)
- Executed Warranty
- Executed Note and Agreement

### **G. TIME OF COMPLETION**

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Contractor agrees to begin actual work covered by this Contract after notification by the Commissioner to commence work and to prosecute the same with all due diligence so as to complete the entire work under the Contract within the time for completion required by this Contract. It is understood that "Completion" shall mean completion to the point of acceptance by the Commissioner, i.e. substantial completion/beneficial occupancy.

With the approval of the City, the Contractor may prosecute the work through two shifts each day if he deems such action necessary in order to complete the work within the specified time

## Proposal Pages

period. However, no work will be permitted between the hours of 9:00 p.m. and 8:00 a.m. Any variation from these restricted working hours to include extended shift hours and daytime work, if any, can only be permitted with the written approval of the Commissioner.

In the event that progress falls behind the approved schedule, work shall proceed on a twenty-four (24) hour per day basis without additional compensation, if so ordered by the Commissioner, to comply with the requirements of this Section.

### H. PUNCH LIST TIME OF COMPLETION

It is also understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT EACH JOB SITE WORK OF THIS CONTRACT, and the Contractor agrees to begin work immediately after receipt of formal comprehensive list of minor miscellaneous or finishing work also known as "Punch List" work.

Further, upon physical completion of the Work and final inspection of same, a final "Punch List" will be transmitted to the Contractor from the Commissioner. This final "Punch List" will consist of not only physical work items requiring corrective action, but will also include all applicable Contractor submittals as may be required by the Contract. It is understood and agreed that all final "Punch List" work will be prosecuted expeditiously and completed, in total, within thirty (30) calendar days of the date of the transmittal to the Contractor. Failure to complete all final "Punch List" items within the thirty (30) calendar day time limit shall be construed as failure to prosecute work of the contract and, as such, will subject the Contractor to the assessment of project liquidated damages in the amount(s) specified under the "Liquidated Damages" section of this proposal. These damages will be assessed continuously from the time of the expiration of the thirty (30) calendar day time limit until such time as all final "Punch List" items are completed to the satisfaction of the Commissioner.

**I. LIQUIDATED DAMAGES**

Failure of the Contractor to complete the Work within the time set forth in this Contract will result in the incurrence by the City of additional construction and engineering costs, including but not limited to supervision and inspection, together with other tangible and intangible losses. Therefore, if any work shall remain uncompleted after the time specified for the completion of the work or after any authorized extension of such stipulated time, the Contractor shall pay to the City the sum listed below for each and every day that such work remains uncompleted, and such moneys shall be paid as liquidated damages, not a penalty, to partially cover costs and losses by the City.

Liquidated damages shall be as assessed on a work order by work order basis.

**SCHEDULE FOR LIQUIDATED DAMAGES**

<u>Work Order Amount</u>	<u>Calendar Day</u>
\$1.00 to \$25,000.00	\$100.00
\$25,000.01 to \$100,000.00	\$150.00

Completion of "Punch List" Work: Same as the schedule above.

The City shall recover said liquidated damages by deducting the amount thereof out of any moneys due or that may become due, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

Nothing herein contained shall be construed as limiting the right of the City to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the City for improper performance hereunder, repudiation of the Contract by the Contractor, failure to perform or breach or breaches in any other respect, including but not limited to defective workmanship or materials.

The date for commencement of work will not be counted as a calendar day but each subsequent day thereafter from midnight to midnight will be counted as one calendar day and the last day counted will be the day on which the Contractor shall have completed and the Commissioner shall have accepted the entire work under this Contract.

**J. LUMP SUM PRICES**

Lump Sum Schedule of Prices for each location related to the Work under this Contract shall be inserted in the spaces provided, in this proposal. Also, bidder should provide a total lump price for all Work under this Contract. The total lump sum price will be calculated by adding together the lump sum prices of each location for a total lump sum price.

The Chief Procurement Officer reserves the right to make corrections, after receiving the quotes, to any clerical error apparent on the Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The respondent must bid all line items set forth on the Proposal Pages, except to the extent that the Specifications expressly allows otherwise.

## Project Information

### INSTRUCTIONS FOR SUBMITTING QUOTES

- Responses to this emergency solicitation must be on vendor letterhead, signed by an authorized officer of the company, dated and clearly marked “Emergency Quotation for Project Description.”
- Lump Sum-Cost (scope of work itemized and total)-for goods and/or services for each location must be provided on the proposal pages as well as a total lump sum cost for the entire project. The total lump sum cost will be calculated by adding up the lump sum costs for each location.
- Time of Completion (proposed start/end dates) for each location must be provided.
- Respondents must commit to hold pricing for at least 30 calendar days or more from the quotation date.
- Completed and signed quotation packages must be sent to DPS via email to bidandbond@cityofchicago.org.
- Submit the quotation by **November 13, 2020 at 11:00 am.**
- Respondents must complete an online Economic Disclosure Statement and Affidavit (EDS) on the website: <https://webapps.cityofchicago.org/EDSWeb> and return the 1 page Certificate of Filing as attachment to the quotation package.
- Respondent must submit evidence of insurance.
- Respondent must identify a Project Manager name, e-mail address and 24-hour phone/cell number.

## Project Information

### CONTRACT INSURANCE REQUIREMENTS INSURANCE REQUIRED

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

#### A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (**not to include Endorsement CG 21 39 or equivalent**).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operations to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City sites including loading and unloading.

The City is to be added as an additional insureds on a primary, non-contributory basis. Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages must include but are not limited to, the following: material stored off-site and in-transit, collapse, debris removal, faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

6) Contractors Pollution Liability IF APPLICABLE

When any work or services performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations,

## Contract Insurance Requirements

contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage.

### **B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor insurance policy is primary and not contributory with any insurance carrier by the City.

## Contract Insurance Requirements

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.



## Contract Insurance Requirements

### INSURANCE CERTIFICATE OF COVERAGE

Named Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (City) (State) (Zip)

Specification #: \_\_\_\_\_  
 RFP: \_\_\_\_\_  
 Project#: \_\_\_\_\_  
 Contract#: \_\_\_\_\_

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contract <input type="checkbox"/> Broad Form <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal and Advertising Injury <input type="checkbox"/> Pollution				All Limits in Thousands CSL Per Occurrence \$ _____ General
Specimen				
Automobile Liability <input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				CSL Per Occurrence \$ _____ Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep: _____
City of Chicago	Agency/Company: _____
Department of Procurement Services	Address: _____
121 N. LaSalle St., #806	Telephone: _____
Chicago, IL 60602	

**For City use only**  
 Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_  
 Address: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
 Attention: \_\_\_\_\_

## PROPOSAL PAGES

### PROPOSAL

If awarded an emergency contract, the respondent agrees to perform the Work as set forth in the Contract Documents as required by this Contract, to perform all Work required, and to provide and furnish the required performance and payment bond and all of the labor, materials, tools, equipment, expendable and otherwise, and all accessories and transportation services necessary to perform and complete the Work required in a workmanlike manner and within the specified time the Work required, all in accordance with the Contract Documents, at the lump sum prices set forth in the Schedule of Prices; and

Further, the respondent agrees that upon receipt of written notice of acceptance of this Proposal, he will furnish a satisfactory Performance Bond within seven (7) calendar days; and

Further, the respondent declares that he has carefully examined the Contract Documents; that he has familiarized himself with all of the conditions affecting the Contract; that he has familiarized himself as to the Work to be done and the conditions under which it must be carried out; that he understands that in making this Proposal he waives all rights to plead any misunderstanding regarding the same; and

Further, the respondent declares that he has filled out and signed the "Economic Disclosure Statement" form and all other forms requiring the undersigned's signature; and

Further, the respondent understands that he shall be prepared to provide the satisfactory documentation to the Chief Procurement Officer relating to his performance ability and possession of necessary facilities, pecuniary resources and adequate insurance as called for in the Contract Documents; and

Further, the respondent firm certifies that it is not barred from contracting with any unit of State or local government as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating; and

Further, the respondent understands that he must show the Contract price and that if not so made, his Proposal may be rejected as irregular; and

Further, the respondent understands that he must show in the Schedule of Prices the lump sum price for which he proposes to perform each item of work, and that all extensions and the summation for the quote amount must be made by him, and that if not so made his Proposal may be rejected as irregular; and

Further, the respondent declares that the price stated is based on the projected cost for the Work that is to be performed, and also includes a proportionate amount of the total cost of the entire Work in full compliance with the Contract Documents and the requirements of the Commissioner and City Chief Procurement Officer, and constitutes compensation in full for performing and completing the work pertaining to said item, free of all claims, liens and charges whatsoever; and

Further, the respondent declares that the prices herein are in compliance with all applicable laws, ordinances, regulations and codes of the Federal, State and City government having jurisdiction.

**NOTE:** THE RESPONDENT SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO HIS PROPOSAL, AS SUCH ADDITIONS MAY CAUSE THE PROPOSAL TO BE REJECTED.

NAME OF FIRM:

\_\_\_\_\_  
(Print or Type)

SIGNATURE OF  
PRESIDENT\*:

(Or Authorized Officer)

\_\_\_\_\_  
(Signature )

TITLE OF SIGNATORY:

\_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS:

\_\_\_\_\_  
(Print or Type)

\*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST:

\_\_\_\_\_  
(Corporate Secretary Signature)

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as President (or other authorized officer) and  
\_\_\_\_\_ as Secretary of \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

## SCHEDULE OF PRICES

**EMERGENCY ROOF PROGRAM**  
**DEPT. OF HOUSING**  
**SPEC. 1210348**

Property Address	Porch	Target Quantity	Unit	Unit Price	Amount
257 WEST 118TH STREET - 60628	ROOF	1	Lump Sum		
341 W. 100th	ROOF	1	Lump Sum		
453 E 91st	ROOF	1	Lump Sum		
1005 N. Central Park Ave	ROOF	1	Lump Sum		
1143 N. Springfield	ROOF	1	Lump Sum		
2048 W. Garfield Blvd	ROOF	1	Lump Sum		
2424 N. Kimball	ROOF	1	Lump Sum		
2634 N. Major Ave	ROOF	1	Lump Sum		
2811 W 82nd st	ROOF	1	Lump Sum		
2822 W. Taylor	ROOF	1	Lump Sum		
3119 N. Neenah	ROOF	1	Lump Sum		
3615 W. 82nd Pl	ROOF	1	Lump Sum		
3926 W 85th pl	ROOF	1	Lump Sum		
4135 S. Berkley	ROOF	1	Lump Sum		
4868 W. Concord Pl	ROOF	1	Lump Sum		
5710 S. Racine	ROOF	1	Lump Sum		
6349 S. Fairfield	ROOF	1	Lump Sum		
6443 S. Paulina	ROOF	1	Lump Sum		
6513 S. Richmond	ROOF	1	Lump Sum		
6725 S. Langley	ROOF	1	Lump Sum		
6827 S. Carpenter	ROOF	1	Lump Sum		
6911 S. Woodlawn	ROOF	1	Lump Sum		
6922 S. Oakley	ROOF	1	Lump Sum		
7120 S. Hermitage	ROOF	1	Lump Sum		
7218 S. Mozart	ROOF	1	Lump Sum		
7321 S. Lowe ave	ROOF	1	Lump Sum		
7401 S. Peoria	ROOF	1	Lump Sum		
7436 S Euclid PKWY	ROOF	1	Lump Sum		
7440 S. Euclid PKMY	ROOF	1	Lump Sum		
7933 S. Chmplain St	ROOF	1	Lump Sum		
8007 S. Yates	ROOF	1	Lump Sum		
8228 S. Winchester	ROOF	1	Lump Sum		
8405 S. Burnham	ROOF	1	Lump Sum		
8616 S. Lowe	ROOF	1	Lump Sum		
8628 S. Phillips Ave	ROOF	1	Lump Sum		
8821 S. Wallace St	ROOF	1	Lump Sum		
9326 S. Ada St	ROOF	1	Lump Sum		



9335 S. Burnside St	ROOF	1	Lump Sum		
9346 S. Prairie	ROOF	1	Lump Sum		
9409 S. Sangamon	ROOF	1	Lump Sum		
9564 S. Peoria	ROOF	1	Lump Sum		
9850 S. Charles St	ROOF	1	Lump Sum		
10215 S Avenue M	ROOF	1	Lump Sum		
10517 S. Calhoun	ROOF	1	Lump Sum		
11150 S. Langley	ROOF	1	Lump Sum		
11232 S. Indiana	ROOF	1	Lump Sum		
11407 S. Laflin	ROOF	1	Lump Sum		
12030 S. Harvard	ROOF	1	Lump Sum		
12623 S. Stewart Ave	ROOF	1	Lump Sum		

<b>TOTAL LUMP SUM PRICE</b>					\$
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## SECTION TWO

### REQUIREMENTS FOR EMERGENCY CONTRACTS AND INSTRUCTIONS FOR SUBMITTING QUOTES

#### 1. Examination by Vendor

The respondent shall, before submitting its quote, carefully examine the proposal, plans, specifications, contract documents and bonds. The respondent shall inspect the Contract Documents and the local conditions affecting the contract and the detailed requirements of construction. If at any time prior to Contract award, the respondent discovers any errors, discrepancies or omissions in the Contract Documents, the contractor must notify the Chief Procurement Officer immediately, in writing, for an official interpretation. The Chief Procurement Officer reserves the right to establish a date by which any written request must be submitted. No response will be given for inquiries beyond that date. If awarded the Contract, the respondent will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the contractor. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

#### 2. Preparation of Quote

The respondent shall prepare its proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. A lump sum price must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If vendor is a corporation, the President and Secretary must execute the quote. In the event that this quote is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If contractor is a partnership, all partners must execute the quote, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer shall be submitted.

If contractor is a sole proprietorship, the sole proprietorship must execute the quote. A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805ILCS 405 (1992).

**3. Competency of Respondent**

The Chief Procurement Officer reserves the right to refuse to award a Contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

The vendor, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

**4. Consideration of Quotes**

The Chief Procurement Officer represents and acts for the City in all matters pertaining to this quote and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all quotes and to disregard any informality in the quotes and submission of quotes, when in her opinion the best interest of the City will be served by such action.

**5. Balanced Quotes**

The contractor's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Contractors should avoid nominal pricing for some lines and enhanced pricing for other lines. Quotes that the Chief Procurement Officer considers in his sole opinion to be materially unbalanced will be rejected.

**6. Performance Bond**

All respondents must furnish evidence of their ability to bond a project of up to 100% of the amount of their quote with their quote. A letter from the surety will meet this requirement. The successful respondent must provide a Contractor's Performance and Payment Bond in the abovementioned amount prior to contract award, a specimen which is found herein.

The successful vendor shall, within seven (7) calendar days of receipt of notice from the City, furnish a Performance and Payment Bond in the abovementioned amount required by the CPO. Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory bond.

When required by the Chief Procurement Officer the successful vendor shall, within seven (7) calendar days of receipt of notice from the City, furnish a performance bond in the full amount of the contract on Form P.W.O. 62, a specimen of which is bound herein.

Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and quote acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory bond.

Attention is called to the provisions of 30 ILCS 550/1, et. seq. and to the provisions of Section 2-92-030 of the Municipal Code of Chicago.

**7. Interpretation of Contract Documents**

If any person contemplating submitting a quote is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only in a written communication issued by the Chief Procurement Officer. Oral explanations will not be binding.

#### **8. Catalogs**

Each respondent must submit, where necessary, or when requested by the Chief Procurement Officer, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

#### **9. Substitution**

The respondent must, if awarded the Contract, provide the items specified in the Contract Documents when those items are specified by manufacturer's trade name, unless equivalent alternatives have been proposed as described below. Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective vendor items that will be satisfactory. The respondent may propose another product(s) provided that the alternative product is on a separate sheet of paper designated as such and is supported by the type of information listed in Section VII.D. of the Terms and Conditions for Construction, in order to facilitate the Chief Procurement Officer's evaluation of such product. The Chief Procurement Officer may, in his sole discretion, accept an alternate quote for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent of the item specified in the Contract Documents. Unless the alternate item is so identified, it is understood that the vendor proposes, and will be required to provide, the specific item described in the Contract Documents. No substitution of specified items will be allowed thereafter except as provided in Section VII.D.2., of the Terms and Conditions for Construction.

#### **10. Taxes**

With few exceptions, Federal Excise Tax does not apply to materials purchased by the City of Chicago. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax also do not apply to materials or services purchased by the City of Chicago. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal Laws and Regulations.

#### **11. Notices**

All communications and notices to the City herein provided for shall be delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using department by name and address listed on the cover hereof, and to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602. All communications and notices to the respondent, unless otherwise provided for, shall be delivered personally, electronically mailed or mailed first class, postage prepaid, to the vendor by name and address listed on the proposal hereof.

**12. Economic Disclosure Statement and Affidavit (EDS)**

The Contractor is required to complete an online Economic Disclosure Statement and Affidavit, (EDS), including the Disclosure of Retained Parties as required by Executive Order 97-1. See the attached instructions for completing the on-line EDS: The web link for the on-line EDS is:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosurestatementseds.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html).

The Contractor or each joint venture partner shall be required to submit a fully executed Economic Disclosure Statement and Affidavit, which includes a Disclosure for Retained Parties, on the form attached herein, signed by an authorized officer of the company before a notary which includes a certification that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors have not been engaged in or been convicted of bid-rigging or bid-rotating activities as defined in the Economic Disclosure Statement and Affidavit. The certification is required in accordance with the Illinois Criminal Code.

**13. Minority Business Enterprise Commitment and Women Business Enterprise Commitment**

The attention of respondents is directed to the Special Condition Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment and the Proposal Schedules that precede the Proposal form. If awarded the Contract, the respondent agrees to expend at least the percentage of the contract price indicated on bidder's Proposal Schedules for participation by bona fide Minority Business Enterprises and Women Business Enterprises. Appropriate Schedules must be completed and executed by the respondent in submitting a quote.

**14. Protests**

The respondent shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall, 121 North LaSalle Street, Room 806, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five (5) working days before the bid opening date, a pre-award protest must be filed no later than 10 working days after the bid opening date, and a post-award protest must be filed no later than 10 working days after the award of the contract.

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Chief Procurement Officer take.

Copies of the Bid Protest Procedures are available on the City's website at <https://www.chicago.gov/content/dam/city/depts/dps/RulesRegulations/BidProtestRules.DPS.12.2018.pdf>.

**15. Multi-Project Labor Agreement (PLA)**

The City has entered into the PLA with various trades regarding projects as described in the PLA, which is hereby incorporated by reference. A copy of the PLA, with appendices, may be found on the City's website at [https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/multi-project\\_laboragreementplaandplassignatoryunions.html](https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/multi-project_laboragreementplaandplassignatoryunions.html).

Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any work under this agreement, and shall comply in all respects with the PLA.

#### **16. Prevailing Wage Rates**

When engaged in construction of a "public work," within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly wages plus fringe benefits) in the county where the work is performed.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). All Contractors and Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

#### **17. Title VI Solicitation Notice**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, business enterprises owned by disadvantaged individuals will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **18. Policy Prohibiting Sexual Harassment**

In accordance with Section 2-92-612, the vendor shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" included in Book 2) that the vendor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. The vendor shall include its "Sexual Harassment Policy Affidavit" with its quote submission.

#### **19. Policy Regarding Non-Disclosure of Salary History**

In accordance with Section 2-92-385 of the Municipal Code of Chicago, the vendor shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to the vendor's Economic Disclosure Statement) that the vendor has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant's wage or salary history.

## AFFIDAVIT OF UNCOMPLETED WORK

(Complete this form by either typing or using black ink.)

### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
PROJECT							
CONTRACT WITH							
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							TOTAL
UNCOMPLETED DOLLAR VALUE							

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							
PCC BASE, C&G PAVING							
BIT CONCRETE PAVING							
STABILIZED BASE (BAM, CAM, PAM)							
AGGREGATE BASE AND FILL							
FOUNDATION (CAISSON & PILE)							
HIGHWAY STRUCTURES							
SEWER & DRAIN STRUCTURES							
PAINTING							
PAVEMENT MARKING							
SIGNING							
LANDSCAPING							
DEMOLITION							
FENCING							

	1	2	3	4	5	Awards Pending
OTHERS (LIST)						
STRUCT. STEEL (BLDG. CONST.)						
ORNAMENTAL STEEL (BLDG. CONST.)						
MISCELLANEOUS CONCRETE						
FIREPROOFING						
MASONRY						
H.V.A.C.						
MECHANICAL						
ELECTRICAL						
PLUMBING						
ROOFING & SHEET METAL						
FLOORING & TILE WORK						
DRYWALL AND PLASTER WORK CEILING CONST.						
HOLLOW METAL AND HARDWARE GLAZING AND CAULKING						
MISCELLANEOUS ARCH. WORK OTHERS (LIST)						
TOTALS						

REMARKS: \_\_\_\_\_



**PART III. WORK SUBCONTRACTED TO OTHERS.** List below the work, according to each contract on the preceding page, which you have a subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR					
TYPE O F WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

	1	2	3	4	5
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me Signed \_\_\_\_\_  
 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Company \_\_\_\_\_  
 Address \_\_\_\_\_

My commission expires \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as  
 President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).  
 (Seal)

Notary Public Signature \_\_\_\_\_

### SCHEDULE B: MBE/WBE Affidavit of Joint Venture

- 1) All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. **In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of its current Letter of Certification.**

I. Name of joint venture: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone number of joint venture: \_\_\_\_\_

II. Email address: \_\_\_\_\_  
 Name of non-MBE/WBE venturer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

III. Name of MBE/WBE venturer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE ownership of the joint venture?  
 MBE/WBE ownership percentage(s) \_\_\_\_\_  
 Non-MBE/WBE ownership percentage(s) \_\_\_\_\_

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: \_\_\_\_\_

2. Capital contributions:  
 a. Dollar amounts of initial contribution: \_\_\_\_\_  
 b. Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

- 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5. Costs of bonding (if required for the performance of the contract):  
\_\_\_\_\_
- 6. Costs of insurance (if required for the performance of the contract):  
\_\_\_\_\_

- C. Provide copies of all written agreements between venturers concerning this project.
- D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_

VII. Control of and Participation in the Joint Venture.

Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements:

- A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_
- B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- E. Acquisition and indemnification of payment and performance bonds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Negotiating and signing labor agreements:

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

G. Management of contract performance. (Identify by name and firm only):

- 1. Supervision of field operations: \_\_\_\_\_
- 2. Major purchases: \_\_\_\_\_
- 3. Estimating: \_\_\_\_\_
- 4. Engineering: \_\_\_\_\_

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

\_\_\_\_\_

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

\_\_\_\_\_  
 \_\_\_\_\_

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

\_\_\_\_\_  
 \_\_\_\_\_

IX. State the approximate number of operative personnel by trade needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

X. If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?  
 Currently employed by non-MBE/WBE venturer (number) \_\_\_\_\_ Employed by MBE/WBE venturer \_\_\_\_\_

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

\_\_\_\_\_

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

C. Which venturer will be responsible for the preparation of joint venture payrolls:

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: \_\_\_\_\_ (Seal)



FOR  
CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C: MBE/WBE Letter of Intent to  
Perform as a Subcontractor to the Prime Contractor**

**NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM.  
FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

Project Name: \_\_\_\_\_ Specification No.: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

To: \_\_\_\_\_ and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ \_\_\_\_\_

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.**

\_\_\_\_\_  
(If not the undersigned, signature of person who filled out this Schedule C) (Date)

\_\_\_\_\_  
(Name/Title-Please Print) (Company Name-Please Print)

\_\_\_\_\_  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

\_\_\_\_\_  
(Name/Title-Please Print)

**Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor**

**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ \_\_\_\_\_

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: \_\_\_\_\_

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor. ( ) Yes ( ) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.**

\_\_\_\_\_  
(If not the undersigned, signature of person who filled out this Schedule C)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name/Title-Please Print)

\_\_\_\_\_  
(Company Name-Please Print)

\_\_\_\_\_  
(Email & Phone Number)

\_\_\_\_\_  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name/Title-Please Print)

\_\_\_\_\_  
(Email & Phone Number)





**FOR  
CONSTRUCTION  
PROJECTS ONLY**

**SCHEDULE C**  
**MBE/WBE Letter of Intent to Perform as a**  
**2<sup>nd</sup> Tier Subcontractor to the Prime Contractor**

**NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

Project Name: \_\_\_\_\_ Specification No.: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

To: \_\_\_\_\_  
(Name of 1<sup>st</sup> Tier Contractor)

To: \_\_\_\_\_ and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ \_\_\_\_\_

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.**

\_\_\_\_\_  
(If not the undersigned, signature of person who filled out this Schedule C) (Date)

\_\_\_\_\_  
(Name/Title-Please Print) (Company Name-Please Print)

\_\_\_\_\_  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

\_\_\_\_\_  
(Name/Title-Please Print)

**Schedule C: MBE/WBE Letter of Intent to Perform as a 2<sup>nd</sup> Tier Subcontractor to the Prime Contractor**

**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ \_\_\_\_\_

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.  
 \_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary:

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.**

\_\_\_\_\_  
 (If not the undersigned, signature of person who filled out this Schedule C) (Date)

\_\_\_\_\_  
 (Name/Title-Please Print) (Company Name-Please Print)

\_\_\_\_\_  
 (Email & Phone Number)

\_\_\_\_\_  
 (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

\_\_\_\_\_  
 (Name/Title-Please Print)

\_\_\_\_\_  
 (Email & Phone Number)

**SCHEDULE C (Construction): MBE/WBE Letter of Intent to Perform as a SUPPLIER**

Project Name: \_\_\_\_\_ Specification Number: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE or WBE Firm)

To: \_\_\_\_\_ and the City of Chicago:  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer". 60% participation is credited for the use of a MBE or WBE "regular dealer". The undersigned is prepared to supply the following goods in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:	\$ _____	
Line 2: Total @ 100%:	\$ _____	
Line 3: Total @ 60%:	\$ _____	

**Partial Pay Items.**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:	\$ _____	
Line 2: Total @ 100%:	\$ _____	
Line 3: Total @ 60%:	\$ _____	

**SUB-SUBCONTRACTING LEVELS** - A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE:** If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: \_\_\_\_\_

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

**NOTICE:** THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of MBE or WBE \_\_\_\_\_ Date \_\_\_\_\_

Name / Title (Print) \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_



FOR  
CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE D: Compliance Plan Regarding MBE & WBE Utilization  
Affidavit of Prime Contractor**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D WILL CAUSE THE  
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: \_\_\_\_\_

Specification No.: \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the  
\_\_\_\_\_ and a duly authorized representative of  
\_\_\_\_\_  
(Title of Affiant)

\_\_\_\_\_  
(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule Cs regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor, Joint Venture Agreement, and Schedule B (if applicable). All MBEs and WBEs must be certified with the City of Chicago or Cook County in the area(s) of specialty listed.

<u>Name of MBE</u>	<u>Type of Work to be Performed in accordance with Schedule Cs</u>	<u>Total MBE Participation in dollars</u>	<u>MBE Participation in percentage</u>	<u>Mentor Protégé Program Credit Claimed</u>	<u>Total MBE Participation in percentage</u>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%



(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type)

State of: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

County of: \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant -- Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

Commission Expires: \_\_\_\_\_

**SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS  
FOR CONSTRUCTION CONTRACTS**

**Submit Schedule F with the bid. Failure to submit the Schedule F may cause the bid to be rejected.**

Duplicate sheets as needed.

Project Name: \_\_\_\_\_

Specification #: \_\_\_\_\_

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name of reporter) (Prime contractor)

(A) have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all MBE/WBE and non-MBE/WBE subcontractors who bid or quoted price information on this contract

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified



I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Name of Prime Contractor - Print or Type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name/Title of Affiant) - Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
the above signed officer, \_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

\_\_\_\_\_  
Notary Public Signature

(Seal)

Commission Expires: \_\_\_\_\_

07/29/04

**SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs AND WBEs ON CONSTRUCTION CONTRACT**

Project Name: \_\_\_\_\_

Specification # \_\_\_\_\_

The Department of Procurement Services reserves the right to audit and verify all Good Faith Efforts as a condition of award. Material misrepresentations and omissions shall cause the bid to be rejected.

(B) The following is documentation and explanation of the bidder's Good Faith Efforts to meet the contract specific goals as described in the Good Faith Efforts Checklist as part of Schedule D. The Schedule D cannot be modified without the written approval of DPS.

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name of reporter) (Prime contractor)

have determined that it is unable to meet the contract specific goals in full or in part as set forth in the Special Conditions Regarding Minority and Women Business Enterprise Commitment in Construction Contracts. I hereby declare and affirm that the following good faith efforts were undertaken by the Bidder/Contractor to meet the MBE and/or WBE contract specific goals of this project.

**Good Faith Efforts Checklist from Schedule D  
Attach additional sheets as needed.**

\_\_\_\_\_ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.  
**Attach copies of written notices sent to MBEs and WBEs.**

\_\_\_\_\_ Provided timely and adequate information about the plan, specifications and requirements of the contract.  
**Attach copies of contract information provided to MBES and WBEs.**

\_\_\_\_\_ Advertised the contract opportunities in media and other venues oriented toward MBEs and WBEs.  
**Attach copies of advertisements.**

\_\_\_\_\_ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.  
**Attach Schedule F, Report of Subcontractor Solicitations for Construction Contracts.**

\_\_\_\_\_ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.  
**Describe selection of scopes of work solicited from MBEs and WBEs and efforts to break out work items.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs AND WBEs ON CONSTRUCTION CONTRACT

— Made efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

**Describe assistance efforts.**

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— Made efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

**Describe assistance efforts.**

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— Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs as listed on Attachment A.

**Describe efforts to use agencies listed on Attachment A.**

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SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs AND WBEs ON CONSTRUCTION CONTRACT

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of Affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_  
County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name/s of person/s)  
as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)  
of \_\_\_\_\_ (name of party on behalf of whom instrument  
was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

## STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

Specification No.: \_\_\_\_\_

Department Project No.: \_\_\_\_\_

Date: \_\_\_\_\_

Voucher No.: \_\_\_\_\_

STATE OF: \_\_\_\_\_)

COUNTY (CITY) OF: \_\_\_\_\_)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_

(Title - Print or Type)

and duly authorized representative of \_\_\_\_\_

(Name of Company - Print or Type)

\_\_\_\_\_  
(Address of Company)

(\_\_\_\_\_) \_\_\_\_\_  
(Phone)

and that the following Minority and Women Business Enterprises (MBE/WBEs) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively the amounts set opposite their names for material or labor as stated; and that this a full, true and complete statement of all such MBE/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL AMOUNT PAID TO MBEs TO DATE: \$ \_\_\_\_\_

TOTAL AMOUNT PAID TO WBEs TO DATE: \$ \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of Affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name/s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

(Seal)

**CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS AND IDENTIFICATION OF ALL LEGAL DUMP SITES**

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

\_\_\_\_\_  
\_\_\_\_\_

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

\_\_\_\_\_  
(The Contractor must provide to the commissioner of his/her designated representative with copies of all dump tickets, manifests, etc.)

LOCATION ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

(Revised 6/30/2000)





And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved \_\_\_\_\_, 20\_\_\_\_ (Seal)

\_\_\_\_\_  
Purchasing Agent (Seal)

Approved as to form and legality: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Assistant Corporation Counsel (Seal)

PRINCIPAL  
IF CORPORATION

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ President and  
\_\_\_\_\_ Secretary of the \_\_\_\_\_

who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as  
their free and voluntary act, and as the free and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_ of the \_\_\_\_\_ who \_\_\_\_\_ personally known  
to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed in the foregoing instrument as such \_\_\_\_\_  
\_\_\_\_\_, appeared before me this day in person and acknowledged that \_\_\_\_\_  
signed, sealed and delivered the said instrument of writing as \_\_\_\_\_ free and voluntary act, and as the free  
and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

PRINCIPAL  
IF INDIVIDUAL

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing  
instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the  
said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

PART THREE

**SPECIAL CONDITIONS FOR CDBG-FUNDED CONSTRUCTION CONTRACTS**

The following provisions apply to all City contracts for construction work funded with U.S. Department of Housing ("HUD") Community Development Block Grant ("CDBG") funding, in whole or in part. If there is a conflict between these provisions and other terms and conditions of the contract, these terms will control.

**Equal Employment Opportunity.** The Contract incorporates by reference, and the Contractor agrees to comply with, the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**Copeland "Anti-Kickback" Act**

The Contractor agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 3145, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States", 29 C.F.R. Part 3. In addition to other requirements that may apply, the Contractor agrees that it will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled. The Contractor further agrees to report every suspected or reported violation of the Copeland "Anti-Kickback" Act or its Federal implementing regulations to HUD.

**Records**

Contractor shall maintain books, records, and documents, and shall adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting shall be in accordance with generally accepted federal accounting principles and practices, as set forth in the applicable U.S. Office of Management and Budget ("OMB") Circulars A-133, A-128, A-122, A-110, A-87 and A-102 as amended, succeeded or revised.

In addition to the parties having audit rights listed in Section V.J., the following parties will also have the right to conduct audits of Contractor's records pursuant to Section V.J.: representatives of the federal government, including without limitation the U.S. Comptroller General, the Auditor General of the State of Illinois, and their duly authorized representatives.

**Patents and Copyrights**

The City reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed under this Agreement; and (b) any rights of copyright or patent to which the Contractor purchases ownership with the CDBG funds awarded pursuant to this Agreement. If HUD determines that a patent or copyright which is developed or purchased by the Contractor serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license shall vest in HUD.

Any discovery or invention arising out of, or developed in conjunction with the Services shall be promptly and fully reported to HUD for a determination as to whether patent protection on such invention or

discovery should be sought. The rights to such patent shall be administered as set forth above and in 37 C.F.R. Part 401 and in 49 C.F.R. §18.34.

### **Drug-Free Workplace**

The Contractor shall establish procedures and policies to promote a drug-free workplace in accordance with 24 C.F.R. § 24.600 et seq. The Contractor shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The Contractor shall notify the City if any of its employees are convicted of a criminal drug offense in the workplace no later than ten days after such conviction.

### **Conflict of Interest**

No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Work or Services to which this Contract pertains, will have any personal interest, direct, or indirect, in this Contract. No member of or delegate to the Congress of the United States (pursuant to 41 U.S.C. Section 22) or the Illinois General Assembly and no alderman of the City or City employee will be permitted to any share or part of this Contract or to any financial benefit to arise from it.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed. The Contractor agrees that if the City, by the Commissioner in his or her reasonable judgment, determines that any of Contractor's work for others conflicts with the Work, the Contractor will terminate such other services immediately upon request of the City.

### **Compliance with CDBG Regulations**

The Contractor shall comply with all the provisions of the CDBG regulations, and all state and local laws, ordinances and executive orders relating to the CDBG program, including, but not limited to, the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 et seq. and implementing regulations at 24 C.F.R. part 570); applicable regulations at 24 C.F.R. part 85; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.); Fair Housing Act (42 U.S.C. § 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33 as supplemented by 29 C.F.R. Part 5, and the regulations at 29 C.F.R. Part 1926); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15); Clean Air Act (42 U.S.C. § 7401 et seq.); Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4106-07); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276(c) as supplemented by 29 C.F.R. part 3); mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163); Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §3801 et seq. (in accordance therewith, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement); and Debarment and Suspension (49 C.F.R. § 18.35 and Executive Orders

12549 and 12689). Additionally, the Contractor shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised.

### **Minority and Women-owned Business Enterprises and Labor Surplus Area Firms**

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring subcontractors, if lower-tier subcontracts are to be let, to take the affirmative steps listed in paragraphs (1.) through (5.) of this section.

### **Section 3 Compliance**

#### **1. Definitions**

a. A "Section 3 Resident" means (i) a public housing resident, (ii) a low income person with income that does not exceed 80% of the median income for the area (Cook County), or, (iii) a very low income person with income that does not exceed 50% of the median income for the area (Cook County) in accordance with 24 CFR § 135.5. Median income information is available at <http://www.huduser.org/portal/datasets/II/II2014/2014summary.odn>.

b. "Business concern" means a business entity formed in accordance with state law, and which is licensed under state, county or municipal law to engage in the type of business activity for which it was formed.

c. "Section 3 business concern" means a business concern that is either 51% or more owned by Section 3 residents; or a business concern whose permanent, full-time employees include persons, at least 30% of whom

(1) are currently Section 3 residents; or

(2) were Section 3 residents at the time when the business concern initially employed them, provided the date of initial employment is not more than three years ago; or

(3) that commits to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded in connection with the Contract to Section 3 business concerns as defined in a. and b. hereinabove.

#### **2. General**

Contractor agrees to abide by and to include the following language (referred to as the "section 3 clause") in all subcontracts:

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

### 3. Canvassing Formula Preference for Section 3 Business Concerns

With respect to any Section 3 covered contract to be awarded pursuant to competitive sealed bidding, the Chief Procurement Officer shall accept the lowest bid or evaluated bid price from a responsive and responsible Section 3 business concern ("low Section 3 bid") provided that the low Section 3 bid does not exceed the lowest bid or evaluated bid price from a responsive and responsible non-Section 3 business concern ("low bid") by more than the following:

<b>Where the low bid is:</b>	<b>the low Section 3 bid does not exceed the low bid by the lesser of:</b>
less than \$100,000	10% of the low bid or \$9,000
between \$100,000 and \$199,999.99	9% of the low bid or \$16,000
between \$200,000 and \$299,999.99	8% of the low bid or \$21,000
between \$300,000 and \$399,999.99	7% of the low bid or \$24,000
between \$400,000 and \$499,999.99	6% of the low bid or \$25,000
between \$500,000 and \$999,999.99	5% of the low bid or \$40,000
between \$1,000,000 and \$1,999,999.99	4% of the low bid or \$60,000
between \$2,000,000 and \$3,999,999.99	3% of the low bid or \$80,000
between \$4,000,000 and \$6,999,999.99	2% of the low bid or \$105,000
\$7,000,000 or more	1.5% of the low bid with no dollar limit

#### 4. Section 3 Opportunities Plan

a. **Background Information** - Prior to award of the Contract, the Contractor must provide the Department with the following information (Note, unless otherwise specified, forms referenced in this section may be found in the *Chicago Section 3 Compliance Plan Booklet*):

- (1) A list of all current contracts the Contractor holds with the City (FORM-2);
- (2) The City service area in which the project is located (worksheet for FORM-3); and
- (3) A list of current employees and job categories, including employee addresses and hiring dates (FORM-4).

b. **Employment and Training Opportunities** - To ensure maximization of the use of Section 3 residents as trainees and employees, the Contractor is required to:

(1) Participate in a Pre-Award Conference where the Contractor must submit a written plan with respect to hiring Section 3 residents as employees and trainees. This written plan must include the following:

- (a) Goals for the training and employment of Section 3 residents expressed as percentages of the planned aggregate number of new hires for the Contract during the one-year period beginning October 1, 1994, and each successive one-year period of the Contract's performance;
- (b) A hiring plan which includes job categories, expected total number of new hires and number of Section 3 hires, and beginning and ending work dates for expected new hires (FORM-5);
- (c) A training plan which includes anticipated areas and types of training (FORM-6); and
- (d) A description of the method used to develop the goals in part (a) and the methods through which these goals will be achieved, including the extent to which the preferences outlined hereinabove will be applied (form entitled "Efforts to Comply with Section 3 Hiring and Contracting Goals Narrative").

(2) Maintain, and cause its subcontractors to maintain, a record of persons applying for positions throughout the term of the Contract. This record must include the applicant's name, address, family income, the date of the application and the disposition of same. This record should be used by the Contractor to achieve its Section 3 hiring goal. Hiring will be based first on the applicant's qualifications and second on the date of application.

(3) Submit weekly certified payroll reports to the Department which identify whether each employee is a Section 3 resident, the actual residence of each employee, and other information as required (Affidavit of Section 3 Business Concern, located in this Book 2). The first time that an employee's name appears on a payroll, the date that the Contractor hired the employee should be written in after the employee's name. In addition the Contractor must obtain, and cause its subcontractors to obtain, affidavits from new hires certifying their status as Section 3 residents (Affidavit of Section 3 Resident, located in this Book 2). Affidavits shall be submitted to the Department together with the certified payroll report the first time that the employee's name appears on the report. When a Section 3 employee is terminated, the Contractor shall submit to the Department together with the certified payroll report, an employee termination tracking form which identifies terminated Section 3 employees (FORM-12).

(4) Exert maximum effort to achieve its Section 3 hiring goal. The Contractor must send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding a notice explaining the Contractor's commitments under this Section. The Contractor must also post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions and the qualifications for each; the name and location of the person taking applications for each of the positions; and the anticipated date the work shall begin. The Contractor may also utilize additional methods of filling vacancies.

(5) Document its efforts to affirmatively seek Section 3 residents by maintaining copies of advertisements and postings of job vacancies. Further, the Contractor must maintain copies of letters, memos and records of telephone calls which request referral of applicants from training institutions.

~~(6) Should the Contractor, after exhausting all methods listed above, be unable to hire Section 3 residents in sufficient numbers, it must advise the Department in writing of its desire to obtain relief from these obligations. This request should be filed no later than five working days from the Contractor's determination that it cannot comply. The request must be received and approved before another payout is made. Upon receiving this request, the City will examine the Contractor's documentation of its efforts and will determine if relief will be granted.~~

c. Subcontracting Opportunities - To ensure maximization of the use of Section 3 business concerns as subcontractors, the Contractor is required to:

(1) Participate in a Pre-Award Conference at which time the Contractor must submit a written plan with respect to the utilization of Section 3 business concerns as subcontractors. This written plan will include:

(a) A goal expressed as a percentage of total planned subcontracting dollars for the utilization of Section 3 business concerns as subcontractors;

(b) The dollar amounts and types of all planned subcontracting, and whether it shall be with Section 3 business concerns (FORM-7);



(c) A description of the method used to develop the goals in part (a) and the methods through which these goals will be achieved, including the extent to which the preferences outlined hereinabove will be applied (form entitled "Efforts to Comply with Section 3 Hiring and Contracting Goals Narrative").

(2) Submit an affidavit of each subcontractor that is a Section 3 business concern at the Pre-Award Conference. If the Contractor uses additional or substitute subcontractors during the term of the Contract, an affidavit for the new subcontractors must be submitted to the Department as soon as the subcontractor is selected (FORM-10).

(3) Subcontract, to the greatest extent feasible, with Section 3 business concerns. The Contractor must document its efforts to subcontract, to the greatest extent feasible, with Section 3 business concerns by maintaining copies of letters, memos, and records of telephone calls requesting quotations from Section 3 business concerns. In addition, the Contractor must submit to the Department a subcontractor activity report detailing the dollar amounts and types of actual subcontracting, and whether it is with Section 3 business concerns (FORM-8) as soon as the subcontractors are selected or at other times as determined by the Department.

5. Compliance with Section 3

The Contractor shall at all times fully cooperate with the City to demonstrate compliance with Section 3. The Contractor shall submit affidavits from all Section 3 resident new hires, subcontractor activity reports, and other documentation as may be required at such time intervals as herein stated or as otherwise may be determined by the Department. In addition, full access to the Contractor's and subcontractors' employment records shall be granted to the Department and the Chief Procurement Officer or his duly authorized representative.

Failure to comply with the Section 3 requirements may cause the Contractor to be deemed a non-responsible bidder in future City contracts. Further, during the term of the Contract, failure or refusal to comply or provide satisfactory evidence of efforts to comply with Section 3 requirements set forth herein will constitute an event of default. In such case the City may invoke the remedies set forth in the Contract. In addition, such failure or refusal to comply may result in the Department of Housing and Urban Development rendering the Contractor ineligible or debarred from participation on federally assisted projects.

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## FORMS AND PROCEDURES

This booklet includes :

(1) three core forms that must be filled out for every project and returned <u>prior</u> to the start of the project with the loan/grant application;	FORM 1 - City Contract/Funding History Form FORM 2 - Project Location Worksheet and Form FORM 3 - Compliance Effort Narrative FORM 4 - Existing Employee Form
(2) several questions that must be answered;	Questions precede each form
(3) depending upon how the questions are answered, four additional forms to be either completed or marked DOES NOT APPLY and returned with the loan/grant application and;	FORM 5 - New Hire Plan Form FORM 6 - Training Plan Form FORM 7 - Contracting Plan Form FORM 8 - Subcontractor Activity Report Form FORM 9 - Hiring Affidavit Plan Form
(4) forms that will need to be completed throughout the duration of the project for your information	FORM 9 - Hiring Affidavit Plan Form FORM 10 - Seciton 3 Employee Termination Form FORM 11 - Business Concern Affidavit

Once a project is funded, changes or revisions to the core forms must be formally submitted to the funding City Department. The core forms represent a baseline of information against which actual hiring, contracting, training and general compliance actions will be compared.

**NOTE: THE INFORMATION PROVIDED TO THE CITY  
IN RESPONSE TO THIS BOOKLET  
WILL BE SUBJECT TO VERIFICATION**

**\*\* ALL FORMS ARE FOR CITY USE ONLY \*\***

## CITY CONTRACT/FUNDING HISTORY WORKSHEET

Q1. Does the applicant agency have any current contracts with the City of Chicago other than the project for which this Compliance Plan booklet was received?

Yes \_\_\_\_\_ No \_\_\_\_\_

If response to Q1 is "Yes", please complete FORM-1.

If response to Q1 is "No", please indicate Applicant and Project names on FORM-1 and clearly mark -"DNA" (Does Not Apply) below the words FORM 1. Include all such "DNA" forms in your submission.

### INSTRUCTIONS FOR COMPLETION OF FORM-1

- A. Indicate Applicant's Name and the name of this Project.
- B. Indicate whether applicant is a developer or contractor/subcontractor by placing an "X" next to the appropriate description.
- C. Complete the chart provided. List and describe all the current contracts the applicant agency holds with any and all departments of the City of Chicago. NOTE: If you need additional space, please reproduce or copy FORM-1 and attach to the original.

*The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made to the City of Chicago, including requests under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the City in connection with the City's release of such information.*



**PROJECT LOCATION INFORMATION  
WORKSHEET**

Q2. Where is your project located?

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**INSTRUCTIONS FOR COMPLETION OF FORM-2**

**Preferences and the Service Area of Your Project**

The **hiring and contracting preferences** that dictate the order in which section 3 residents and business concerns are to be hired or awarded contracts are based in part on the section 3 resident's or business concern's proximity to your project.

Q3. Identify which numerical service area your project falls within (1-6) \_\_\_\_\_  
(Refer to map on following page, Form-2A)

The service area you have identified represents the section 3 service area of your project.

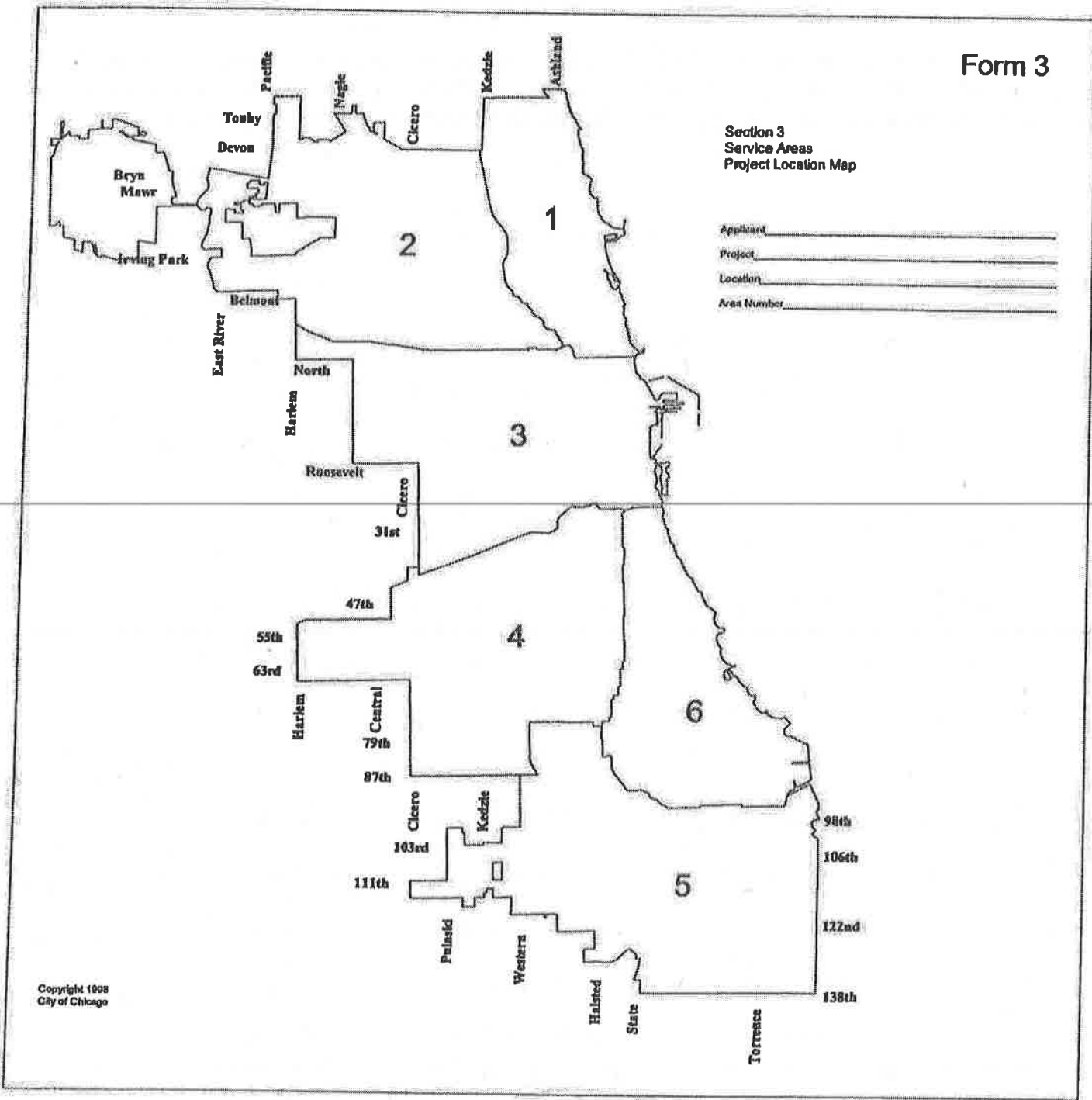
This means that:      The **section 3 residents** that reside in the service area of your project must be your first hiring preference, where feasible.  
However, for projects that are receiving assistance under the McKinney Act, homeless individuals residing in the project service area receive first priority.

And that:              The **section 3 business concerns** that provide economic opportunities for section 3 residents within the service area of your project must be given first priority for contracting opportunities, where feasible.

*The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made to the City of Chicago, including requests under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the City in connection with the City's release of such information.*

# PROJECT LOCATION MAP

APPLICANT \_\_\_\_\_  
PROJECT \_\_\_\_\_  
PROJECT LOCATION \_\_\_\_\_  
PROJECT AREA NUMBER \_\_\_\_\_









**EXISTING EMPLOYEE LIST  
WORKSHEET**

**INSTRUCTIONS FOR COMPLETION OF FORM-4**

- Q4 Which of your current employees will be working on this project?
- A. Project Name/Location: Self-explanatory
- B. Applicant Name: Self-explanatory
- C. Date: Self-explanatory

Please complete FORM-4 by providing a list of current employees anticipated to work on this project that are not new hires. Be advised, that anyone not listed on this submission is presumed to be a "NEW HIRE" on this project for the purposes of section 3.

**NOTE: If you need additional space, please reproduce  
or copy FORM-4 and attach to the original**

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*The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made to the City of Chicago, including requests under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the City in connection with the City's release of such information.*



## NEW HIRE PLAN WORKSHEET

Q5. Will anyone be hired as a result of this project?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the response to Q5. was yes, please complete FORM-5.

If response to Q5 is "No", please indicate Applicant and Project names on FORM-5 and clearly mark -"DNA" (Does Not Apply) below the words FORM-5.

Include all such "DNA" forms in your submission.

### INSTRUCTIONS FOR COMPLETION OF FORM-5

Please complete FORM-5 concerning all the positions anticipated as necessary for this project.

- (A) Job Category: Please specify the categories of construction trade jobs and other additional jobs not already listed but necessary on this project.
- (B) Total Number of Expected HOURS spent on the job in each category: These numbers should reflect both existing and new employee time.
- (C) Total Number of Expected EMPLOYEES in each category of jobs: These numbers should include both existing employees and new hires.
- (D) Total Number of Expected NEW HIRES in each category: These numbers should reflect the total number of expected employees in each category minus the number of existing employees in each category.
- (E) Total Number of Expected SECTION 3 NEW HIRES in each category: This number should reflect all the low-and very low-income individuals the applicant intends to hire in order to comply with the numerical goals of Section 3.
- (F) Expected HIRE DATE(S) of new hires by category: This column should be completed to reflect the progression of work on a project, in other words, when new hires will be needed on the job by category.
- (G) TOTALS: Please provide totals for each of the columns indicated. The number in the "Total number of expected SECTION 3 NEW HIRES" column should reflect the appropriate numerical goal percentage of the "Total number of NEW HIRES" column, to the greatest extent feasible.

[FOR EXAMPLE: If the total number of NEW HIRES for a project is 10, then the total number of SECTION 3 NEW HIRES should be 3, based on the hiring numerical goals for Fiscal Year 1998 (30%).]

*The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made to the City of Chicago, including requests under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the City in connection with the City's release of such information.*

HIRING PLAN

APPLICANT

PROJECT

JOB CATEGORY (A)	Total # of expected HOURS spent on the job in each category (B)	Total # of expected EMPLOYEES in each category (C)	Total # of expected NEW HIRES in each category (D)	Total # of expected SECTION 3 NEW HIRES in each category (E)	Expected HIRE DATE(S) of new hires by category [note: there could be more than one date in each category] : (F)
Professionals.*					
Technicians.**					
Office/Clerical					
Construction Work By Trade					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other:					
Other:					
Other:					
Totals:(G)					

\* *Professionals* are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers)  
 \*\* *Technicians* are defined as people who work in direct support of engineers or scientists, utilizing theoretical knowledge of fundamental scientific, engineering, mathematical, or draft design principles.

## TRAINING PLAN WORKSHEET

Q6. Will there be any training opportunities on this project?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the response to Q6. was yes, please complete FORM-6.

If response to Q6 is "No", please indicate Applicant and Project names on FORM-6 and clearly mark -"DNA" (Does Not Apply) below the words FORM 6. Include all such "DNA" forms in your submission.

### INSTRUCTIONS FOR COMPLETION OF FORM-6A

- (A) Areas of Anticipated Training in Connection with this Project: please list.
- (B) Number of Expected Training Hours Available by Training Area category: please list.
- (C) Type of Training Available: self-explanatory
- (D) Opportunities Available by Training Area to Section 3 Residents: please respond with either a "yes" or "no" to indicate whether training will be available for low- and very low-income individuals (Section 3 Residents) by training area category.
- (E) Comments: Self-explanatory.

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## CONTRACTING PLAN WORKSHEET

Q7. Will there be any contracts or subcontracts let as a result of this project?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the response to Q7 is "Yes", please complete FORM-7.

If response to Q7 is "No", please indicate Applicant and Project names on FORM-7 and clearly mark -"DNA" (Does Not Apply) below the words FORM 7. Include all such "DNA" forms in your submission.

### INSTRUCTIONS FOR COMPLETION OF FORM-7

- (A) List Each Contract/Subcontract anticipated in connection with this project and Describe Briefly: Self-explanatory.
  - (B) Approximate Dollar Value of each contract/subcontract: Self-explanatory.
  - (C) Construction (C) or Non-Construction (NC) contract/subcontract: Self-explanatory.
  - (D) Section 3 Business Concern (Y/N): Indicate whether this contract/subcontract will be with a section 3 business concern.
- NOTE: For all businesses that are identified as section 3 business concerns on this contracting plan, a section 3 business concern affidavit (Form- 10) must be submitted for each.
- (E) Please provide the expected Ethnic/Racial Code of the contractor/subcontractor: see table on the bottom of the form.
  - (F) Female Owned Business (Y/N): Self-explanatory.

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CONTRACTING PLAN

APPLICANT \_\_\_\_\_

PROJECT \_\_\_\_\_

List Each and Describe Briefly (A)	Approximate Dollar Value (B)	Construction (C) or Non-Construction (NC) (C)	Section 3 Business Concern (Y/N) (D)	Ethnic Racial Code (See below) (E)	Female Owned Business (Y/N) (F)
1	\$				
2	\$				
3	\$				
4	\$				
5	\$				

Ethnic/Racial Codes: 1. White American 2. African American 3. Native American  
4. Hispanic American 5. Asian Pacific American 6. Hasidic Jew

NOTE: If this applicant has more than 5 contracts with subs on this project, please photocopy this form, use multiple sheets as required and number pages at right

Page \_\_\_\_\_ of \_\_\_\_\_

## **SUBCONTRACTOR ACTIVITY REPORT WORKSHEET**

Q8. Are there any contracts or subcontracts in existence as a result of this project?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the response to Q8 is "Yes", please complete FORM-8.

If response to Q8 is "No", please indicate Applicant and Project names on FORM-8 and clearly mark -"DNA" (Does Not Apply) below the words FORM 8. Include all such "DNA" forms in your submission.

### **INSTRUCTIONS FOR COMPLETION OF FORM-8**

- (A) Project Number: List number of project.
- (B) HUD Source: List HUD source of funds. (ie. CDBGs, HOPWA, ESG and/or HOME.)
- (C) Date: List today's date.
- (D) Write the name of your General Contractor and their complete mailing address
- (E) Write the complete mailing address of your General Contractor
- (F) List the name of the project and the location of the project.
- (G) Actual Construction Start: State the date the construction began.
- (H) List each subcontractor separately. Include as to each their name, address, city, state and zip code.
- (I) Amount of Contract and Tax ID No.: State dollar amount of the contract and Tax ID No. of each subcontractor.
- (J) Using the Ethnic/Racial Codes listed at the bottom of the page, please indicate the ethnic/racial composition of each subcontractor.
- (K) Using the Gender Codes listed at the bottom of the page, please indicate the gender of each subcontractor.
- (L) Indicate whether the subcontractor is a Section 3 Business Concern. Each Contractor or subcontractor so identified and documented will be counted toward your numerical goals.
- (M) For each subcontractor, indicate the type(s) of services provided by the subcontractors.
- (N) Indicate the anticipated start and completion date of each subcontract.

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# CITY OF CHICAGO - SUBCONTRACTOR ACTIVITY REPORT

Form 8

A) Project Number: \_\_\_\_\_ B) HUD Source: \_\_\_\_\_ C) Date: \_\_\_\_\_  
 D) Contractor: \_\_\_\_\_ E) Address: \_\_\_\_\_  
 F) Project Name \_\_\_\_\_ G) Actual Construction Start Date: \_\_\_\_\_  
 and Location: \_\_\_\_\_

(H) Name of Subcontractor Complete Address City, State and Zip Code	(I) Amount of Contract and Tax I.D. Number	(J) Ethnic/ Racial Code	(K) Gender Code	(L) Section 3 Business Concern (Y/N)	(M) Type(s) of Services Provided (Including Construction and Supplies)	(N) Anticipated Start and Completion Dates
(1) _____	\$ _____ # _____					From: _____ To: _____
(2) _____	\$ _____ # _____					From: _____ To: _____
(3) _____	\$ _____ # _____					From: _____ To: _____
(4) _____	\$ _____ # _____					From: _____ To: _____
(5) _____	\$ _____ # _____					From: _____ To: _____

**Ethnic/Racial Codes:** 1. White American    2. African American    3. Native American    **Gender Codes:** 1. Male    2. Female  
 4. Hispanic American    5. Asian Pacific American    6. Hasidic Jew

**NOTE: If this applicant has more than 5 contracts with subs on this project, please photocopy this form, use multiple sheets as required and number pages**

**SECTION 3 RESIDENT AFFIDAVIT  
WORKSHEET**

Q9. Are any of your employees listed as section 3 residents on your Certified Payroll Form (FORM-12)?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the response to Q9 is "Yes", please complete FORM-9.

If response to Q9 is "No", please indicate Applicant and Project names on FORM-9 and clearly mark -"DNA" (Does Not Apply) below the words FORM 9. Include all such "DNA" forms in your submission.

**INSTRUCTIONS FOR COMPLETION OF FORM-9**

1. Provide employee's current address.
2. Indicate whether the employee is a resident of public housing.
3. Indicate the total number of individuals in the employee's family.
4. By using the table, indicate whether the annual income for the employee's family for the last year was less than the amount specified on the table. If the family size is over 8, list the annual income for the family.
5. The form should be signed by the employee and notarized.

After the form is completed by an employee, his or her employer is responsible for collecting the form and delivering the form to the City.

The form for any employee must be delivered to the City when the employee is first listed as a section 3 resident on a Certified Payroll Form (FORM-11) delivered to the City.

Each person who fills out this form must be able to verify the information if requested.

*The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made to the City of Chicago, including requests under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the City in connection with the City's release of such information.*

**SECTION 3 RESIDENT AFFIDAVIT - 2015**

PROJECT NAME: \_\_\_\_\_

GENERAL CONTRACTOR NAME: \_\_\_\_\_

SUBCONTRACTOR NAME: \_\_\_\_\_

The undersigned being first duly sworn, on oath, represents, warrants, certifies, deposes and says, under penalty of law, as follows:

1. My current address is (give street address, city, state and zip code).

\_\_\_\_\_

2. I am \_\_\_\_\_ am not \_\_\_\_\_ a resident of public housing. Ethnicity \_\_\_\_\_, Gender \_\_\_\_\_ and Trade Name \_\_\_\_\_

3. The total number of individuals in my family (including all family members currently living in my household including myself, or those related by blood, marriage, adoption or guardianship is: \_\_\_\_\_.

4. Last year, the annual income for my family was less than the amount listed on the table below for my family size:  
 Yes \_\_\_\_\_ No \_\_\_\_\_

HOUSEHOLD SIZE	1	2	3	4	5	6	7	8	9	10
INCOME	\$42,600	\$48,650	\$54,750	\$60,800	\$65,700	\$70,550	\$75,400	\$80,300	\$85,120	\$89,984

If the total number of individuals in your family is over ten, please state the annual income for your family during the last year: \$ \_\_\_\_\_.

5. I understand that the information above relating to the size and income of my family my require verification.

I agree to provide upon request documents verifying this information and I authorize my employer to release information required for the United States Department of Housing and Urban Development or the City of Chicago to verify my status as "Section 3 Resident" under Section 3 of the Housing and Urban Development Act of 1968 (and the related regulations).

Name (signature) \_\_\_\_\_

SIGNED AND SWORN to me this

Name (printed) \_\_\_\_\_

Day of \_\_\_\_\_, 2015

Date: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

## SECTION 3 EMPLOYEE TERMINATION FORM

This form needs to be submitted to the funding department, along with the Certified Payroll Form (HUD-347) each week. Please make copies of FORM 10 so that you are able to meet this weekly reporting obligation.

Q10. Did you terminate the employment of any Section 3 residents this week?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the response to Q10 is "Yes", please complete FORM-10. Submit this form to the funding department each week along with the Certified Payroll Form (HUD-347).

If response to Q10 is "No", please indicate Project name and address, Applicant name, Project Number and Reporting Period on FORM-10 and clearly mark -"DNA" (Does Not Apply) on the first line of the form. Submit this form to the funding department each week along with the Certified Payroll Form (HUD-347).

### INSTRUCTIONS FOR COMPLETION OF FORM-10

- (A) Project Name/Address: List name and address of project.
- (B) Project Number: List project number.
- (C) Report Period: State dates for the week of which this document is reporting.
- (D) Employee Name: Write the name(s) of the terminated Section 3 employee(s).
- (E) Social Security Number: State the employee(s) social security number.
- (F) Position Held: State the position held by the employee(s).
- (G) Start Date: State the start date the employee(s).
- (H) Finish Date: State the finish date of the employee(s).
- (I) Signature: Original signature of an official of the company.
- (J) Title: Title of the official who signed document.
- (K) Date: Date the company official signed the document.

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### SECTION 3 BUSINESS CONCERN AFFIDAVIT WORKSHEET

Q11-1. Will there be any contracts or subcontracts let as a result of this project?

Yes \_\_\_\_\_ No \_\_\_\_\_

Q11-2. Will any of the contracts described on the Contracting Plan (FORM-7) be with section 3 business concerns?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the responses to both Q11-1 and Q11-2 are "Yes", please have each of the businesses identified on the Contracting Plan (FORM-7) as section 3 business concerns complete FORM-11. A separate FORM-11 should be given to and completed by each section 3 business concern.

#### INSTRUCTIONS FOR COMPLETION OF FORM-11

I. Provide or describe the following:

1. Provide the full legal name of the business.
2. Provide the current address of the business.
3. Indicate whether the business is a corporation, a partnership or a sole proprietorship.
4. Provide the name of the project and all of the addresses involved in the entire project.
5. Describe briefly the contract or subcontract that the business anticipates undertaking for the project. This should be the same information as in the first column on the Contracting Plan (FORM-7).
6. Provide the name of the City department with whom the business will be contracting for the project (or, for subcontractors, with whom the business' general contractor will be contracting).

II. Answer the following:

1. Please indicate whether the business is a section 3 business concern. A "Section 3 business concern" is a business concern that either:
  - (a) is at least 51%-owned by section 3 residents,
  - (b) has full-time, permanent employees, at least 30% of whom either (i) are currently section 3 residents, or (ii) have been employed by the business for three years or less and were section 3 residents at the time when the business first hired them, or
  - (c) has committed to subcontract in excess of 25% of the dollar award of all subcontracts to be let in connection with the project to businesses that qualify under (a) or (b) above.



A "business concern" is a business entity formed in accordance with state law and which is licensed under state, county or municipal law to engage in the type of business activity for which it was formed. Please see ATTACHMENT-I to this booklet for the definition of "section 3 resident."

2. Provide the appropriate number for the project's service area. Please see the PROJECT LOCATION INFORMATION page in this booklet for this information.
3. A "section 3 business concern - category one" is defined as a section 3 business concern that either:

(a) is at least 51%-owned by section 3 residents, all of whom live in the project's service area (emphasis added)

or

(b) has full-time, permanent employees, at least 30% of whom live in the project's service area and either (i) are currently section 3 residents, or (ii) have been employed by the business for three years or less and were section 3 residents at the time when the business first hired them,

or

(c) has committed to subcontract in excess of 25% of the dollar award of all subcontracts to be let in connection with the project to businesses that qualify under (a) or (b) above.

For your further information - Any section 3 business concern which is not a "section 3 business concern - category one" but which has been selected to carry out a HUD Youthbuild program would be classified as a "section 3 business concern - category two."

Any section 3 business concern which is not a "section 3 business concern - category one" and which has not been selected to carry out a HUD Youthbuild program would be classified as a "section 3 business concern - category three."

4. Identify whether the business has been selected to carry out any HUD Youthbuild program.

- III. The title of the person signing the affidavit should be inserted. The affidavit must be signed, dated and notarized. The name of the person signing the affidavit must be typed or legibly printed below his/her signature.

*The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made to the City of Chicago, including requests under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the City in connection with the City's release of such information.*

## SECTION 3 BUSINESS CONCERN AFFIDAVIT

The undersigned being first duly sworn, on oath, represents, warrants, certifies, deposes and says, under penalty of law, as follows:

### I. BASIC INFORMATION

The following information is true and correct:

1. Name of Company: \_\_\_\_\_
2. Company Address: \_\_\_\_\_  
\_\_\_\_\_
3. Type of business (corporation, partnership, sole proprietorship): \_\_\_\_\_
4. Project Name and address(es): \_\_\_\_\_  
\_\_\_\_\_
5. Name/type of contract: \_\_\_\_\_
6. Name of contracting City department: \_\_\_\_\_

### II. TYPE OF SECTION 3 BUSINESS CONCERN

For purposes of this section, please refer to the attached Instructions for the meanings of the terms "Section 3 Business Concern", "Service Area" and "Section 3 Business Concern - Category One."

1. Is the Company a Section 3 Business Concern? Yes \_\_\_ No \_\_\_  
If "yes," please go on to question #2.  
If "no," please go directly to Part III below.
2. Please identify which numerical Service Area (#1-6) the Project is located within \_\_\_\_\_. (See Form 2)  
Please go on to question #3.
3. Given the Project's Service Area, is the Company a Section 3 Business Concern - Category One? Yes \_\_\_ No \_\_\_  
If "yes," please go directly to Part III below.  
If "no," please go on to question #4.
4. Has the Company been selected to carry out any HUD Youthbuild Program?  
Yes \_\_\_ No \_\_\_  
Please go on to Part III.

**SECTION 3 BUSINESS CONCERN AFFIDAVIT continued**

**III. VERIFICATION**

The Company hereby agrees to provide upon request documents verifying the information provided above.

The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made to the City of Chicago, including requests under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the City in connection with the City's release of such information.

Under penalty of perjury, I certify that I am the \_\_\_\_\_  
(Title) of the Company, that I am authorized by the Company to execute this affidavit on its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (printed) \_\_\_\_\_

Name (signature) \_\_\_\_\_

Date: \_\_\_\_\_

State of Illinois

County of \_\_\_\_\_

SUBSCRIBED and SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## INSTRUCTION FOR PREPARATION OF CERTIFIED PAYROLL FORM (HUD-347)

This form needs to be submitted to the funding department on a weekly basis. You may want to make copies of this form so that you have a supply of forms to last for the duration of your project.

*The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made to the City of Chicago, including requests under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the City in connection with the City's release of such information.*

- A) Contractor or Subcontractor: Provide the complete legal name of the applicable business.
  - B) Address: Provide the complete address of the contractor or subcontractor, including city, state, and zip code.
  - C) Payroll Number: Provide the correct payroll number according to the progress of the work contracted from the initial week to the final week, with respect to the corresponding contractor or subcontractor.
  - D) For Week Ending: Indicate the ending date of the payroll week (month, day, year).
  - E) Project and Location: Provide the complete project name and project address(es).
  - F) Name, Address and Social Security Number of Employee: Provide the complete legal name, address (city, state, zip code) and social security number of each employee.
  - G) Date of Hire: Provide each employee's effective date of hire (month, day, year).
  - H) Identified Section 3 Resident: Confirm that specific employees are section 3 residents to be counted toward your numerical hiring goals.
  - I) Section 3 Affidavit Attached for a New Hire: Attach a copy of the section 3 resident's affidavit as proof of employee's status. Keep the original(s) on file pursuant to funding department site visits.
  - J) Address Documentation Attached for a New Hire: Attach a copy of address documentation as proof of each employee's place of residence.
  - K) Gender (optional): Indicate the gender of the employee as "M" (Male) or "F" (female) on the form.
  - L) Racial Group: Indicate the identified racial or ethnic group of which each employee is a member, according to the code provided.
  - M) Work Classifications: Provide the correct work classification for each employee. For apprentices indicate "apprentice" and the corresponding level of apprenticeship achieved.
- NOTE: U.S. Department of Labor Apprentice Certification is to be submitted for each apprentice on this job site.**
- N) Day and Date: Indicate the days and corresponding dates for this weekly payroll.

- O) Hours Worked Daily: Indicate the daily hours worked with respect to straight time (S.T.); up to and including eight (8) hours in a given day and forty (40) hours in a given week. With regard to overtime (O.T.) indicate the hours over eight (8) in a given day and over forty (40) hours in a given week, as defined by Federal Labor Standards Provisions.
- P) Total Hours: Provide the total straight time and overtime work per employee.  
**NOTE: This box may be divided by a slash if job site hours differ from total worked hours (to indicate both).**
- Q) Rate of Pay: Provide the hourly rate of pay for each employee with respect to straight time and overtime rates.
- R) Gross Amount Earned: Provide the gross amount earned consisting of both straight time and overtime pay.  
**NOTE: This box may be divided by a slash if job site hours differ from total worked hours (to indicate both).**
- S) Deductions: Provide all deduction information as indicated.
- T) Net Wages: Provide the net wage amount for each employee as indicated.
- U) Total Hours on This Page: Provide the sum of all straight time and overtime hours for all employees on this page, on this job site only.
- V) Total Hours for Chicago Residents: Provide the sum of all straight time and overtime hours for all Chicago residents on this page, on this job site only, in accordance with the amended City Resident Hiring Ordinance.
- W) Total Hours for Non-Residents: Provide the sum of all straight time and overtime hours for all Non-Chicago Residents on this page, on this job site only.



**Certified Payroll (second side)**

**Form Approved  
Budget Bureau No. 44-R1093**

U.S. Department of Labor  
Form Approved  
Wage and Hour and Public  
Budget Bureau No. 44-R1093  
Contracts Division

**STATEMENT OF COMPLIANCE**

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:  
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor) (Building or work)  
that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and ending on the  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ all persons employed on said project have been paid the full weekly wages earned, that no  
rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the  
(Contractor or Subcontractor)  
full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person,  
other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as  
amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 976; 76 Stat 357; 40 U.S.C. 276c), and described below:

2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates  
for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporate into the contract;  
that the classifications set forth therein for each laborer or mechanic conform with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State  
apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency  
exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

\_\_\_\_\_ In addition to the basic hour wage rates paid to each laborer or mechanic listed in the above referenced payroll,  
payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such  
employees, except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

\_\_\_\_\_ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount  
not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract,  
except as noted in Section 4 (c) below.

(c) EXCEPTION:

EXCEPTION (CRAFT)

EXPLANATION

Remarks:

Name and Title

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO  
CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE

**OWNERS/MANAGERS OF HOUSING UNITS  
AFFIDAVIT WORKSHEET**

Q13-1. Is the Project owned or to be owned by a partnership?

Yes \_\_\_\_\_ No \_\_\_\_\_

Q13-2. If yes, does or will the partnership have a managing general partner?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the responses to Q13-1 and Q13-2 were both yes, please have the managing general partner complete FORM-13.

If the responses to Q13-1 and Q13-2 are "No", please indicate Applicant and Project names on FORM-13 and clearly mark -"DNA" (Does Not Apply) below the words FORM 13. Include all such "DNA" forms in your submission.

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**OWNERS/MANAGERS OF HOUSING UNITS  
AFFIDAVIT**

**APPLICANT** \_\_\_\_\_

**PROJECT** \_\_\_\_\_

On behalf of \_\_\_\_\_ (the "applicant"), the undersigned being first duly sworn, on oath, represents, warrants, certifies, deposes and says, under penalty of law, as follows:

1. The current address of the applicant is (give street address, city, state and zip code):

\_\_\_\_\_  
\_\_\_\_\_

2. Does the managing general partner act as managing general partner or management agent for 500 or more units of housing in the Chicago metropolitan area that receive assistance from HUD?

Yes \_\_\_\_\_ No \_\_\_\_\_

Name: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED AND SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires on \_\_\_\_\_

## ATTACHMENT-1: GLOSSARY

The following list is not all inclusive but contains especially relevant definitions:

**Employment Opportunities Generated by Section 3 Covered Assistance** means all employment opportunities generated by the expenditure of housing assistance: rehabilitation and construction positions pursuant to the activities covered by section 3, plus management and administrative jobs (including architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups) and jobs directly related to the administrative support of these activities (e.g. construction manager, relocation specialist, payroll clerk, etc.)

**Housing and Community Development Assistance** means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

**Service Area** means the geographical area in which the persons benefitting from the section 3 covered assistance project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended.

**New Hires** means full-time employees for permanent, temporary, or seasonal employment opportunities.

**Recipient** means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian Tribe or other public body, public or private non-profit organization, private agency or institution, mortgagors, developers, limited dividend sponsor, builder, property manager, CHDO, RMC, RC, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies, and does not include contractors.

**Section 3 Business Concern** means a business concern (1) that is 51% or more owned by section 3 residents; (2) whose permanent, full-time employees includes persons, at least 30% of whom are currently section 3 residents, or within three year of the date of first employment with the business concern were section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

**Section 3 Covered Contract** means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program nor contracts for supplies and materials. However, when a contract for supplies and materials includes the installation of the materials, the contract constitutes a section 3 covered contract (i.e. the installation of a furnace).

**Section 3 Covered Project** means the construction, reconstruction, conversion, or rehabilitation of housing (including the reduction of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Section 3 Resident** means : (1) a public housing resident; or (2) an individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is : (i) a low-income person (income does not exceed 80% of median); or (ii) a very low-income person ( income does not exceed 50 % of median).

## **Labor Standards - Davis-Bacon and Related Acts**

(a) If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract:

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers

or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved

program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. If the total amount of this contract exceeds \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, the clauses below shall apply to the construction work to be performed under the contract. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the



City, the Department of Housing and Development, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

