

**REQUEST FOR PROPOSALS (RFP) FOR
LARGE FRAME AIRCRAFT FIRE TRAINING SIMULATOR
DESIGN, BUILD AND MAINTENANCE SERVICES
FOR
CHICAGO O'HARE INTERNATIONAL AIRPORT**

Specification No. 129373

Required for use by:

**CITY OF CHICAGO
(Chicago Department of Aviation)**



This RFP distributed by:

**CITY OF CHICAGO
(Department of Procurement Services)**

All Statements of Qualification and other communications must be addressed and returned to:

Jamie L. Rhee, Chief Procurement Officer
Attention: Jezieel Cortes,
Senior Procurement Specialist
Department of Procurement Services
Bid and Bond Room - Room 103 City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Fax: 312-744-5611

**A pre-submittal conference will be held on
October 16th at 10:00 am, Central Time at the O'Hare International Airport, at the
Aviation Administration Building, Conference Room India
located at 10510 W. Zemke Rd., Chicago IL 60666**

ALL RESPONSES MUST BE RECEIVED BY 4:00PM CST ON 11/6/2015

**RAHM EMANUEL
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

SUBMITTAL CHECKLIST

Request for Proposal (RFP) for Large Frame Aircraft Fire Training Simulator for O'Hare International Airport

Specification No.129373

Volume I - Required Content

- Cover Letter
- Executive Summary
- Respondent's Legal Entity Contracting Information
 - Joint Venture Agreement including Schedule B and Disclosures as appropriate
 - LLC Operating Agreement and Disclosures as appropriate
 - Licensing information
- Project Understanding and Approach
 - Narrative
 - Team Organization Chart
- Respondent's Professional Qualifications and Specialized Experience
 - Narrative
 - Project Reference Forms – Exhibit 7
- Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project
 - Narrative
 - Staff Organization Chart
 - Key Personnel Resumes
- MBE/WBE Participation Plan and Commitment - SUMMARY
 - Schedule C-1
 - Schedule D-1
 - Schedule B and JV agreement if appropriate
- Schedule of Compensation (Cost Proposal) – Exhibit 2

Volume II - Required Content

- Conflict of Interests**
- Respondent's Corporate History**
Legal Actions
- Financial Statements**
- Economic Disclosure Statement and Affidavit**
- Insurance**

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Exhibit 2	Schedule of Compensation (Cost Proposal is required with the Response)
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Exhibit 3	Special Condition Regarding Minority and Women Owned Business Enterprise (MBE/WBE) Commitment, including:
	1. Attachment A: Assist Agencies
	2. Attachment B: Sample Letter to Assist Agencies
	3. Schedule B: Affidavit of Joint Venture (MBE/WBE)
	4. Schedule C-1: MBE/WBE Letter of Intent to Perform as Subcontractor, Supplier, and/or Consultant
	5. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan
	6. MBE/WBE Utilization Report
Exhibit 4	Online Economic Disclosure Statement and Affidavit Certification of Filing
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Professional Services Contract (SAMPLE)
Exhibit 7	Project Reference Form
Exhibit 8	Existing ARFF Training Area Record Documents (ProjectWise URL Access)
Exhibit 9	Chicago Department of Aviation Construction Safety Manual
Exhibit 10	General Conditions for Construction Projects
Exhibit 11	Cook County Prevailing Wage for July 2015
Exhibit 12	Contractors Performance & Payment Bond
Exhibit 13	Location Map and Staging Area
Exhibit 14	(PLA) Multi-Project Labor Agreement

REQUEST FOR PROPOSAL (RFP)
FOR
LARGE FRAME AIRCRAFT FIRE TRAINING SIMULATOR FOR O'HARE INTERNATIONAL AIRPORT
Specification No. 129373

I. GENERAL INFORMATION

The City of Chicago ("**City**"), acting through its Chicago Department of Aviation ("**Department**"), invites the submission of Qualifications and a Cost Proposal ("**Proposal**") for Request for Proposal (RFP) for Large Frame Aircraft Fire Training Simulator ("**Services**") to provide the Department with the Services set forth on the attached Exhibit 1 for O'Hare International Airport. The intent of this Request for Proposals ("**RFP**") is to select a most qualified Respondent proposing to provide the Services under the terms that the Department deems to be the most advantageous to the City.

"Respondent(s)" means the entities that submit Proposals in response to this RFP. The Respondent(s) awarded a Contract pursuant to this RFP, if any, are sometimes referred to herein as "**Contractor.**" "**Contract or Agreement**" refers to a Contract awarded to a Contractor.

A. Background

The City of Chicago, through its Chicago Department of Aviation (CDA), is strongly committed to its Large Frame Aircraft Fire Training Simulator for Chicago O'Hare International Airport (O'Hare).

This document outlines the services needed by the CDA to manage all aspects of the Design, Build and Maintenance of the Large Frame Aircraft Fire Training Simulator for O'Hare International Airport.

B. Scope of Service

The scope of services requested in this RFP is described more fully in the attached Exhibit 1, Scope of Services.

C. Term of Services

The City intends to award one (1) Contract pursuant to this request for Proposals for design, installation, testing and maintenance of the Large Frame Aircraft Fire Training Simulator to this RFP solicitation for a base contract period of 11 years. This term includes a (12 month Design and Construction Phase along with a Ten (10) year maintenance of the all existing SAFT and Live Fire Training Facility system equipment and (10) year warranty period on new LFAFTS and equipment.

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

1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("**DPS**") regarding this RFP. All questions or requests for clarification must be submitted to the following e-mail address: bidquestions@cityofchicago.org. The subject line of the email must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFP, is "Not a Proposal", and must refer to Large Frame Aircraft Fire Training Simulator for O'Hare International Airport, Specification 129373. No telephone calls will be accepted.

All questions and requests for clarification must be submitted no later than 4:00 p.m. Central Time on **10/23/15** or no response will be provided except at the discretion of the City. A respondent that deviates from any of these requirements is subject to immediate disqualification from the RFP process.

2. Pre-Submittal Conference / Site Visit

The City will hold a pre-submittal conference on **10/16**, at the O'Hare International Airport –

Administration Building, Conference Room India, located at 10510 W. Zemke Road, Chicago, Illinois, 60666 at 10:00 a.m., Central Time. Attendance is not mandatory but is strongly encouraged. The City will address questions regarding the RFP at the pre-submittal conference, and may respond both to questions or requests for clarification raised on the day of the conference, and to questions submitted prior to the conference date. However, Respondent may only rely on written addenda and/or clarifications. The City of Chicago accepts no responsibility for timely delivery of materials, and Respondents are solely responsible for acquiring necessary information, addenda and/or materials.

3. RFP Document Availability, Information Resources

Respondents should obtain this RFP from the Bid & Bond Room located at City Hall, 121 N. LaSalle St. Room 103, Chicago, Illinois 60602.

Respondents may request the Bid & Bond Room personnel mail them a copy of the RFP by providing the Bid & Bond Room a Federal Express account number or make arrangements with Bid & Bond Room personnel to have a package ready for pickup by another courier service. The Bid & Bond Room telephone number is (312) 744-9773. The City accepts no responsibility for the timely delivery of materials.

In the alternative, Respondents may download the RFP from the URL address: <http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2015/Spec129373.pdf> All Respondents who choose to download the RFP are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFP document, the Respondent must contact the Bid & Bond Room by faxing a legible copy of Respondent's business card, referencing Specification No. 129373 to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773 to register Respondent's company as an RFP document holder, which will better enable Respondent to receive any future clarifications and/or addenda related to this RFP. Respondents are responsible for obtaining all RFP materials.

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

E. Deadline and Procedures for Submitting Proposals

1. Proposals must be received by the Bid & Bond Room no later than 4:00 p.m. Central Time on **11/6/15**.
2. The City may not accept Proposals that are not received by the date and time set forth in Section I.E.1 above. Only the City's Chief Procurement Officer, at her sole discretion, will determine whether to accept or reject a Proposal received after the due date and time.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement of this RFP. Hand-carried Proposals must be received in the depository located in the Bid & Bond Room. The actual time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid & Bond Room. It is the Respondent's sole responsibility to ensure that the Proposal is received as required.

3. The Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Bid & Bond Room Room 103
City Hall 121 N. LaSalle St Chicago, Illinois 60602
Attention: Jezieel Cortes, Senior Procurement Specialist

Respondents must submit one (1) original, two (2) paper copies, and fifteen (15) electronic copies of the Proposal on CD in PDF format on fifteen (15) separate CD-ROMS. The original Proposal must be clearly marked as "ORIGINAL" and on all documents, requiring a signature must bear the original signature of Respondent's authorized signatory. All documents and CD-ROMs must be clearly marked with the title of the RFP and the name of the Respondent. Respondent must enclose all documents in sealed envelopes or boxes.

4. Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

- Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
- Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP."
- Provide a CD-ROM with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

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

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

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

Proposal Enclosed
 Request for Proposals for Large Frame Aircraft Fire Training Simulator, Design, Build
 and Maintenance for Chicago O'Hare International Airport
 Specification No. 129373
 Due: 4:00 p.m. Central Time, **11/6/2015**
 Submitted by: _____
 (Name of Respondent)
 Package _____ of _____

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

F. Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	October 2, 2015
Pre-Submittal Conference	October 16th, 2015
RFP Questions and Clarifications Due	October 23rd, 2015
Proposals Due	November 6th, 2015

G. Conflicts of Interests

For the purposes of this Section I.G only, the term "Respondent" shall mean the entities that submit Proposals in response to this RFP and, if Respondent is a joint venture or limited liability company, any partner in the joint venture or any member of the limited liability company.

Respondents will be subject to the following conflicts of interest rules:

Conflict of Interest: The Evaluation Committee ("EC") will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to successfully perform the proposed Services or undermine the integrity of the competitive-procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing this RFP or any other services related to this RFP, such Respondent may be disqualified from further consideration.

II. REQUIRED INFORMATION

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

A. Format

Proposals responding to this RFP should be prepared using a font no smaller than 10 point on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for Proposal, reports, and all other documents prepared in connection with this RFP. Expensive papers and bindings are discouraged as no materials will be returned.

Proposals must be submitted in two separately-bound volumes. The first volume must contain the Respondent's Statement of Qualifications and must be labeled "*Volume I, Statement of Qualifications*"; the second volume must contain representations and certifications as described herein and must be labeled "*Volume II, Representations and Certifications*".

Each separate volume and individual sections should be clearly identified and/or separated by labeled tabs and organized in accordance with subject matter sequence as set forth below.

B. Volume I - Required Content

Respondents are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP, including but not limited to the page limitations set forth below, may be cause for rejection of the non-compliant Proposal. Submission of a Proposal constitutes the Respondent's acceptance of all requirements outlined in the RFP. By submitting a response to this RFP, Respondent acknowledges that if its Proposal is accepted by the City, its Proposal and related submittals may become part of the Contract. The Proposal must include the following information:

1. Cover Letter – limit of one page

Respondent must submit a cover letter, signed by an authorized Respondent representative, committing Respondent to providing the Services in accordance with its Proposal and the terms and conditions of any Contract, which may be awarded pursuant to this RFP.

2. Executive Summary – limit of three pages

Respondent must provide an executive summary, which addresses the following information:

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;

- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);
- E. Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise ("**MBE**") and Women Business Enterprise ("**WBE**") Commitment, attached to this RFP as Exhibit 3; and
- F. Respondent must identify any exceptions or objections it has to the City's sample Professional Services Contract ("**PSC**"), a copy of which is attached hereto as Exhibit 6. The City may from time to time revise the PSC. The City will not accept or entertain any exceptions or objections to the PSC at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the PSC.

3. Company Profile – limit of one page (plus any attachments required by the provisions below)

Respondents must briefly describe their legal structure and the way in which their business is organized.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture must be attached. Each joint venture must execute:

- a. Schedule B as shown in Exhibit 3, if Respondent's joint venture team includes a City-certified MBE/WBE firm(s), as applicable; and
- b. Separate Economic Disclosure Statement and Affidavits ("**EDS**") for each joint venture partner, a copy of which is attached hereto as Exhibit 4.

If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached. Each member of the limited liability company must execute a separate EDS as shown in Exhibit 4.

Note that the EDS forms should be placed in Volume II of the Proposal.

4. Project Understanding and Approach – limit of ten pages plus a Team Organizational chart

Respondent must describe its interest, understanding and approach to providing Services for the Project. Respondent must include an explanation of its approach to management. Also to be included are: a plan for implementing and monitoring the Services; organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance of all required timely Services; equipment, software and hardware considerations; training and on-going support; and any additional factors for the City's consideration.

Any subcontractors who will be performing Services on this Project, including their designation as MBE/WBE/BEPD, should be listed along with discussion of their roles and responsibilities.

5. Professional Qualifications and Specialized Experience – limit of two pages plus ten pages for Project Reference Forms

Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should include similar experience at other airports or in managing similar programs. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services. Regarding prior similar experiences, highlight key issues faced and innovative solutions used.

Respondent must also provide the information on the Project Reference Form included as Exhibit 7 in this RFP. One Project Reference Form is required for each referenced project. Exhibit 7 may be modified for presentation purposes, but must include all requested information; there is no page limit for individual projects; however, the maximum total for all projects is ten pages and no more than one project may be included on any Project Reference Form.

6. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project - limit of three pages plus a Staff Organization chart plus Resumes

- In three (3) pages or less, Respondent must describe the professional qualifications and experience of the individuals who will be dedicated to providing the Services on the Project. Respondent must provide an organization chart identifying, at a minimum, the "Key Personnel" who will participate in the following major components of the Project:

Respondent must indicate each proposed person's areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Project. All Key Personnel must have significant and relevant experience in the area for which they are proposed to provide Services.

- Respondent must indicate the local availability and time that each Key Personnel would be dedicated to this Project.

Respondent must submit resumes or corporate personnel profiles of all staff (maximum two pages per individual) which demonstrate relevant past experience for each proposed staff member and Key Personnel.

7. MBE/WBE Participation Plan and Commitment – limit of three pages

Respondent must describe its plan for MBE/WBE participation and commitment to achieving meaningful technical and financial goals. The current MBE participation goal is 10.1% of the total contract value, and the current WBE participation goal is .9% of the total contract value. Consistent with the City's practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level. To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members and must allocate to the MBE and/or WBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

8. Cost Proposal – limit of seven pages

Respondent must submit a Cost Proposal based on Annual Budget. The City is requesting detailed information regarding the cost plus fixed fee methodology for the Services required. In Exhibit 2, provide details of the cost plus fixed fee methodology in the Schedule of Compensation. Respondent is responsible for disclosing any charges or fees over and above the cost plus fixed fee methodology listed in Schedule of Compensation that

the City would incur before, during, and after the transition of services.

Based on the City's need to compare Schedule of Compensation between Respondents, Respondents should not deviate from the compensation methods outlined in Exhibit 2. The City reserves the right to negotiate terms and conditions with the selected Respondent(s).

C. Volume II - Required Content

1. Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing Services described in this RFP in the City of Chicago, County of Cook and State of Illinois for itself, its partners and its subcontractors, including evidence that the Respondent is authorized by the Secretary of State to do business in the State of Illinois. If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal; Respondents should so indicate, and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

2. Conflict of Interests

If applicable, Respondent must provide a statement and information regarding conflicts of interest required pursuant to Section I.G.

3. Respondent's Corporate History

Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

4. Legal Actions

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

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

5. **Financial Statements**

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The city will accept one complete set of financial statements on CD-ROM or USB drive instead of multiple hardcopies if the content is voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their submission. The city reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

6. **Economic Disclosure Statement and Affidavit ("Disclosure Affidavit")**

Respondent, or each separate legal entity comprising Respondent, if applicable, must submit a completed and executed Disclosure Affidavit, attached hereto as Exhibit 4. If the Respondent is a business entity other than a corporation, then each member or partner of the Respondent must complete a Disclosure Affidavit. In addition, any entity that has an interest in the Respondent or in one or more of its members or partners and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8- 10-8.5) ("**Municipal Purchasing Act**") or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed Disclosure Affidavit as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit. All affidavits must be notarized.

7. **MBE/WBE Documentation**

Respondents must provide an original, fully executed Schedule D-1 indicating the MBE/WBE entities a Respondent proposes to include as part of its Proposal. The Schedule D-1 must indicate the participation percentage proposed for each MBE/WBE entity. The total dollar amount for each entity should be shown as Depends Upon Requirements ("DUR").

Respondents must also provide original, fully executed Schedules C-1 for each MBE/WBE entity listed on the Schedule D-1. Each Schedule C-1 must include a copy of the *current certification letter* issued by DPS. **Each MBE/WBE entity must be certified by the City at time of Proposal submission.**

Respondents must comply with the Special Conditions Regarding Minority Business Enterprises and Women Business Enterprises Commitment attached as Exhibit 3. Failure to comply with this requirement may result in disqualification from this RFP process.

If the Respondent is joint venturing with an MBE/WBE firm then the Respondent must submit a fully executed Schedule B and a copy of the joint-venture agreement.

8. **Insurance**

Respondents are **NOT** required to submit evidence of insurance with the Proposal but must submit evidence of insurability indicating that if awarded a Contract the Respondent will provide evidence of insurance in the amounts specified in Exhibit 5. Prior to award of a Contract, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and in the form provided in Exhibit 5. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded a Contract, must be in the name of the joint venture or limited liability company.

III. EVALUATION OF PROPOSALS

A. Evaluation Committee and Short-listing Process

An Evaluation Committee ("**EC**"), which may include representatives of the Department, DPS, and other City departments, will review and evaluate the Proposal. The City reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the Proposal, as it deems necessary. The EC will first assess the Respondent's compliance with and adherence to all Volume I and Volume II of the submittal requirements. Any Proposal which is incomplete and missing key components necessary to fully evaluate the response may, at the discretion of the CPO, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

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

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

After the EC completes its review of Proposals, it may submit to the Commissioner of the Chicago Department of Aviation (the "**Commissioner**"): (1) a recommended short list of Respondents for further consideration; (2) a recommendation to select one or more Respondent(s) or (3) a recommendation to reject any or all Proposals.

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the EC for an oral interview, to clarify in more detail information submitted in a Proposal and/or to ask Respondents to respond to additional questions. The format of the oral interviews may require short-listed Respondents to respond to technical questions presented in advance of or at the time of the interview.

If the City elects to conduct oral interviews, the short-listed Respondents must be available to participate in these interviews including, at a minimum, the proposed Project Manager and Key Personnel. The proposed Project Manager and Key Personnel must be prepared to address the subjects and requirements for the Large Frame Aircraft Fire Training Simulator.

The EC will then make a final evaluation and will submit a recommendation for one or more Respondents to the Commissioner. If the Commissioner concurs with the selection recommendation from the EC, the Commissioner will forward such concurrence and recommendation to the CPO for authorization to enter into contract negotiations with the selected Respondent(s).

The City will require the selected Respondent(s) to participate in contract negotiations, including but not limited to negotiations regarding compensation. The City's requirement that the selected Respondents negotiate is not a commitment by the City to award a Contract, nor is such requirement an opportunity for Respondents to take exception or objection to any part of the PSA, which it did not take exception or objection to as allowed in this RFP. If the City determines that it is unable to reach an acceptable Contract with a selected Respondent, including failure to agree on a fair and reasonable compensation for the Services or any other terms or conditions, the City may terminate negotiations with such selected Respondent(s), and may commence negotiations with any of the other Respondent(s) until such time as the City has negotiated a Contract meeting its needs.

B. Evaluation Criteria

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

1. Ability to meet the service requirements described in Exhibit 1, Scope of Services and Section III.B., above;
2. Technical and professional Competence as Evidenced by:
 - a. Each Respondent's overview, project understanding and approach, plan for implementing, management techniques and resources required to provide the Services.
 - b. Each Respondent's demonstrated professional qualifications, capabilities, specialized experience, knowledge, organizational management and relevant skills to provide services for the Large Frame Aircraft Fire Training Simulator, in an expedited, streamlined environment (and/or US airports preferred).
 - c. Each Respondent's key personnel, their availability, professional qualifications, and specialized experience.
3. Each Respondent's systems, management techniques, required expertise and resources designed to facilitate effective decision-making, and stakeholder coordination and control; Preference will be given to firms with significant experience and knowledge of all components of the Services required per Exhibit 1, Scope of Services of this RFP;
4. The EC will consider each Respondent's detailed cost proposal as indicated in Exhibit 2. Respondent's cost proposal is important, however, it is not the sole factor in the evaluation process. Each Respondent's qualifications, professional competence, resources and cost proposal will be evaluated to determine a best value Proposal to the City. The best value Proposal to the City will be that responsive and responsible Proposal that will achieve highest score based upon qualifications and price.
5. Completeness and comprehensiveness of each Respondent's Response to this RFP, compliance with the submittal requirements, and all applicable local, City, State and Federal laws, ordinances and statutes and requirements including required disclosures and certifications;
6. Legal actions that might affect each Respondent's ability to perform as contracted;
7. Financial capacity to deliver the required Services;
8. Absence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of the Respondent to protect the interests of the City;
9. The level, relevance and quality of the proposed MBE/WBE utilization plan. In cases where multiple Respondents have demonstrated equivalent capabilities, resources and experience to provide the Services, preference may be given to Respondents who have established a joint venture or other team structure that affords MBE and WBE firms an equity position within the prime-contracting entity, and/or incorporates other capacity- building or innovative-utilization initiatives. The City will also consider MBE/WBE participation on each Respondent's prior contracts with the City, if applicable;
10. Each Respondent's demonstrated ability to meet the compliance with Insurance requirements identified in Exhibit 5;
11. Each Respondent's willingness to take no exceptions to the PSC attached to this RFP as an Exhibit 6; and

12. Outcome of oral interviews including technical analysis and presentation by the Respondent. (if requested by the City);

IV. CONFIDENTIALITY; PUBLIC INFORMATION

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

- A.** Mark the title page as follows: "This Proposal includes trade secrets or other proprietary Data that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The City, for purposes of this provision, will include any consultants assisting in the evaluation of Proposal. If, however, a Contract is awarded to this Respondent as a result of or in connection with the submission of this Data, the City has the right to duplicate, use or disclose the Data to the extent provided in the resulting Contract. This restriction does not limit the City's right to use information contained in the Data if it is obtained from another source without restriction. The Data subject to this restriction are contained in sheets (insert page numbers or other identification)."
- B.** Mark each sheet or Data to be restricted with the following legend:
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."
- C.** Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.
- D. All Proposals submitted to the City in response to this RFP are subject to the Illinois Freedom of Information Act.** The City will make the final determination as to whether the information will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of this information.
- E.** Consistent with the City's practice of making available all information submitted in response to a public procurement all Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this RFP, and any information or documentation presented to City as part of the negotiation of a Contract will be made publicly available through a Website hosted by the City. Data will only remain confidential if Respondent has marked the documents containing such data in the manner required by this Section IV.

V. ADDITIONAL DETAILS OF THE RFP PROCESS

1. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take-Out-Sheet" prior to the Proposal due date. Prospective Respondents are automatically included on the Specification Take-Out Sheet when they sign for a copy of the RFP package in the Bid & Bond Room, request that the Bid & Bond Room personnel mail them a copy, or download the RFP document per the instructions and requirements in Section I.D.3. Each addendum is incorporated as part of the RFP documents, and receipt must be acknowledged by the prospective Respondents in the Cover Letter of their Proposals or as otherwise directed herein.

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

1. A change of the Response due date;
2. Clarifications to Respondents questions; and
3. Terms and conditions the City anticipates will be included in the final signed contract.

2. *City's Rights to Reject Proposal*

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

3. *No Liability for Costs*

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

EXHIBIT 1: SCOPE OF SERVICES

INTRODUCTION

This Project requires the design, construction and maintenance of a new large frame aircraft fire simulator and other training components at the existing fire simulator site at the Chicago O'Hare International Airport. The successful respondent will be required to provide all services directly or through approved consultants and subcontractors per the Scope of Services, Design-Build Professional Services Agreement and all other attached exhibits.

The design will include all deliverables shown in the Scope of Services. Upon completion and approval of the design documents, construction will commence and must be phased per the requirements in the scope of services.

Upon substantial completion of the construction phase and after the one (1) year construction warranty, a ten (10) year maintenance period will begin on the existing Specialized Aircraft Fire Trainer (SAFT), New Large Frame Aircraft Fire Trainer (LFAFT) and Modified Fuel Spill Mock-up Fire System.

PART 1: GENERAL

The Work consists of performing all field investigations and providing all necessary means, methods, labor, materials, tools, equipment, transportation and services for furnishing design and construction of a Large Frame Aircraft Fire Training Simulator as described herein:

The construction documents must include complete detailed plans, details and technical specifications for the following:

- Three deck Large Frame Aircraft (LFA) simulator that replicates the Airbus A-380 or Boeing 747-8
- Interior Features
- Fireplaces
- Smoke Generation
- Adjustable Crash Impinged Floor
- Existing Fuel Spill Burn Area Modifications
- Safety Systems
- Control System Up-grades
- J.System Testing, Training & Support

Working hours shall be defined as 6:00 AM to 5:00 PM Sunday through Saturday. Hours of work should be verified each week with ORD Chicago Fire Department (CFD) site training manager.

Submit all permits (including payment of associated fees, as applicable) required by the Chicago Department of Buildings and in accordance with current Chicago Building Code Requirements, to be included in Plan Review submittal to the CDA. Attend meetings as required to resolve any issues that may arise with the planning examiners.

Specialized Aircraft Fire Training System (SAFT) shall remain in operation during construction from March 1 through November 15 for conducting training. If the contractor requires the SAFT to be out of service for short durations during this time period, the contractor shall request and coordinate with the ORD CFD site training manager. Work requiring a shutdown will not interrupt any scheduled training and shall be accomplished at night or on weekends. If SAFT operations are interrupted, the contractor is subject to a penalty of \$10,000 per day until the SAFT is restored to acceptable operational status.

Provide Unplanned (Corrective) Technical Support on LFAFT, SAFT, and Fuel Sill Mock-up Fire Training System not covered by Warranty or 10-Year Maintenance Agreement.

The project site is located within the boundaries of the City of Chicago; the fire simulator site is within the ORD Airfield Operations Area (OAO).

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 must 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.

Qualifications

The Respondent, also referred to as Contractor, shall possess and provide sufficient evidence of experience, technical competence, qualifications and resources in provision of comparable Aircraft Fire Training Simulator. The Contractor shall have substantial experience of providing such Services of comparable size and complexity as anticipated for a Large Frame Aircraft Fire Training Simulator. The Respondents shall provide with their proposal a list of three (3) to four (4) recent projects which are required by the CDA as described herein. The list shall include the account name, contact person, phone number, size of the project, cost of work completed, project staffing, length of services provided, litigation, if any, associated with any project (that the Consultant is/was involved in the past five (5) years), and any issues where the Contractor was considered negligent or in the noncompliance with the services required on that project. The Chief Procurement Officer's determination regarding the relevance of experience will be final.

List of Acronyms

CDA	Chicago Department of Aviation
CFD	Chicago Fire Department
E & E	Electronics Equipment
FAA	Federal Aviation Administration
LFA	Large Frame Aircraft
LFAFT	Large Frame Aircraft Fire Trainer
N F P A	National Fire Protection Association
NTP	Notice to Proceed
OAO	Airfield Operations Area
ORD	O'Hare International
Airport PDR Review	Preliminary Design
PMA	Preventive Maintenance Agreement
PMP	Project Management Plan
SAFT	Specialized Aircraft Fire Trainer
UL	Underwriters Laboratory

Definitions

Term	Definition
“Airport”	Chicago O’Hare International Airport.
“Bidder”	An entity that provides a bid in response to the RFP.
“CDA”	The Chicago Department of Aviation of Chicago.
“Commissioner”	Commissioner of the Chicago Department of Aviation.
“Contractor”	The successful Respondent selected and contracted to design, install and maintain the simulator as defined in the Technical Specifications.
“FlyChicago.com”	The O’Hare website maintained by the CDA of Chicago used as a general clearinghouse for airport information.

PART 2: CONTRACTOR REQUIREMENTS AND QUALIFICATIONS

The Contractor will be required to maintain certain minimum standards with respect to project team, key personnel and performance:

- Project Team members must be qualified to complete assigned work
- Contractor must not cause unplanned loss of service to Airport facilities

Key Personnel Requirements

The Contractor is required to provide a team that consists of individuals qualified, experienced and competent to do the assigned work. Project team members are subject to approval by the CDA. Attached to this Scope of Services is a list of the key personnel. Refer to Part 4, Project Execution, Paragraph I, subsection C, number 2.

Performance Requirements

This project will directly impact the users of the LFAFT and it is incumbent upon the Contractor to make every effort to maintain the current level of LFAFT functionality. The Contractor will be held accountable for all project activities throughout the duration of the project. Inadequate or non-performance of any of the essential tasks necessary to complete the LFAFT project will, at the discretion of the CDA, result in dismissal of project team members and/or assessment of actual damages incurred.

A. Project Team/Member Failure to Perform

Any project team member(s) or subcontractor(s) that fails to adequately perform with respect to project schedule or quality of work required may be subject to replacement by the Contractor. The CDA will address concerns regarding lack of performance with the Contractor, but if performance issues are not corrected, the CDA reserves the right to require the project team member or members to be replaced by the Contractor. Replacement team members will be subject to CDA approval.

The CDA reserves the right to assess actual damages incurred if the Contractor fails to remedy project performance issues in a timely manner.

B. Temporary Loss of Fire Training System Operation

The CDA understands that some degradation of existing airport infrastructure could be related to the installation of the new LFAFT. Those events should be designed to minimize the impact and restore full operations as soon as possible.

C. Damage to Airport Infrastructure

The Contractor will also be held accountable for any unexpected damage or loss of service of Airport facilities. The Contractor is responsible for reporting any damage to Airport infrastructure to the CDA along with steps required to repair the damage. The CDA reserves the right to assess actual damages incurred until the infrastructure, as directed by the CDA, is fully restored.

D. System Description

The System to be provided by the Contractor must:

- Leverage the latest technology to achieve high performance at the lowest cost possible
- Allow for future technology upgrades without disruption to operations

PART 3: EQUIPMENT AND SPECIFICATIONS

I. DESCRIPTION

A. Scope of Work

The work consists of providing complete design, construction, fabrication, pre-assembly, shipping, manufacturing, site work, fire training equipment installation/commissioning, training and closeout of a Static Large Frame Aircraft (LFA) mock-up in the existing Fuel Spill burn area at the Chicago Fire Department Regional Training Facility located at O'Hare international Airport. The system must meet or exceed all NFPA and FAA standards and requirements. Specifications, designs, details and plans must address the following:

1. General:

- The simulator shall be a Large Frame Aircraft (LFA) that replicates the Airbus A-380 or Boeing 747-8, constructed of material such as weathered steel that will not be affected by atmospheric conditions and high heat generated by the existing propane Fuel Spill Fire Mockup.
- The fuselage dimensions shall be 70 ft. long, 25 ft in diameter and 35 ft high. It should include wings that protrude 50 ft from an appropriate area of the fuselage to replicate the wing location on a real aircraft. One mockup engine should be attached under both the right and left wings. These engines should dimensionally replicate engines found on a modern large frame aircraft, with access panels and cowlings that can be opened by firefighters as if opening a real engine. One of the underwing engine shall be equipped with fireplaces that will allow firefighters to train on extinguishing fires in and around the engine, as well as a 3 dimensional running fuel fire from the engine. Nose cone of Fuel Spill Mock-up shall be removed and LFA shall butt Fuel Spill Mock-up.
- The interior of the LAF will have three (3) decks (cargo, main, and upper deck) and will incorporate various interior components such as bulkheads, seats, stairs, overhead bin space and access hatches from the main deck to the cargo and E & E compartments typically found on real aircraft.
- The front of the LFA shall protrude outside the fuel spill burn area at a minimum of 30ft to provide accessibility by fire department vehicles to cargo, main deck and upper deck.
- Cargo door, main deck doors and upper deck doors should replicate those of either a Boeing 747 or an Airbus A – 380 aircraft in size, location and operation.
- A heat resistant "evacuation slide" shall be included. The Passenger Escape Slides from Upper and Lower deck (s) shall be movable Slides (Wheeled) to allow easy removal from Aircraft in order to enhance flexibility.
- Provide sacrificial aluminum and carbon fiber panel inserts positioned just off-center of the "crown" of the fuselage, on either side of the fuselage, just above the seats of the main deck of the simulator and in a location on either side of simulator cargo compartments. These panels shall be a minimum of 3 ft X 3 ft and easily replaceable by members of the Chicago Fire Department training staff. The Contractor shall provide a minimum of 50 extra aluminum replacement panels and 50 extra carbon fiber replacement panels with the LAF.

2. Interior Features

Contractor must provide Search & Rescue Configured Mockup that includes the following:

- Operable exterior doors that replicates real passenger doors, emergency exit doors and services doors.
- Interior bulkheads.
- Overhead storage bins.
- Passenger seats with seat belts as well as cabin crew jump seats with appropriate seat belt system.
- A staircase connecting the main passenger deck with the upper deck.
- A galley and lavatory on both passenger decks.
- Hatches that allow access between the main cabin floor and the cargo compartment, E & E compartment and crew rest/sleeping area located in the aft cargo deck.
- A flight deck with appropriate seating that includes crew seatbelt restraining system. A five point harness system is required for crew positions, flight controls, instrument panels and an operating evacuation hatch through the roof/ceiling.
- Fully integrated Sound System w/ fire, search, and rescue sounds.
- Sacrificial tubing on seat stems to allow for cut out and rescue, the seating must have the ability to be hinged at the stems as to allow it to be placed into a position where it provides realism.

3. Fireplaces

There shall be fire & flashover effects on all passenger levels as well as the crew rest area. Provide wireless controller for fireplaces in the simulator. Instructor(s) and not a computer program should select fire location, intensity and duration. The following simulator sections must have fireplaces installed:

- Flashover on both passenger levels.
- Baggage Compartment Fires on both levels
- Cockpit Fires.
- Crew Sleeping Quarter Fire.
- Cargo Fire and Flashover.
- Internal Staircase Fire on both levels.
- Random Fires throughout seating section on both levels.
- Galley Fires on both levels.
- Lavatory Fires on both levels.
- Engine- One engine

4. Smoke Generation

Provide a smoke generation system throughout that utilizes smoke generators and smoke fluids. These smoke generators should fill the simulator with smoke that limits visibility to zero just a few inches from floor level in as quick a time as possible. They should operate on smoke fluid that is commonly available at a competitive price. Provide Class "A" Smoke Cribs that allow for generation of smoke inside the simulator using "Class A" combustibles.

5. Adjustable Crash Impinged Flooring

Provide an area of the main deck cabin that can be adjustable to facilitate Search and Rescue operations in an upset position replicating interior damage from an aircraft upset by an accident. This area of adjustable seats should be selected and adjusted by the training Staff.

6. Existing Fuel Spill Burn Area Modifications

Include design and construction to modify the existing burner elements,

grating, grating supports, concrete paving, agent sensors, and software modifications to the computers used to operate the spill fire mock-up. Contractor will design and construct foundation to support front of LFAFT and verify adequacy of existing foundation to support rear of LFAFT. See Exhibit 8 for existing ARFF Training Area Record Documents.

7. Safety Systems

Provide the following:

- (4) Emergency Stop Switches.
- Gas Detection System
- Temperature Monitoring System.
- Ventilation Monitoring System

8. Control System Up-grades

- Provide a full replacement of the front end control system to control, monitor, and manage the existing fuel spill trainer, new LFA mock-up section, and existing SAFT simulator including all fires, safety systems and item mentioned. CDA shall provide electrical schematics of the existing fuel spill and SAFT simulator. Replace all existing valves and control wiring, signal wiring, as necessary.
- All training systems shall be controlled utilizing a programmable logic controller (PLC) and two operator consoles, one console for the operation of the LFAFT fuselage and fuel spill pit, the other console for operation of the existing SAFT. The PLC shall have its control components distributed among all fire control equipment as necessary to provide individual control of the fires as well as a safety interface to monitor the entire trainer for safety conditions and shut down trainer operations. This shall include monitoring the trainer's gas detection, (LFAFT and SAFT) emergency stop system and controlling the trainer's gas supply and ventilation system (LFAFT and SAFT).
- Flame activation for the fuel spill shall be controlled from a centralized control station in the existing tower. Flame activation for the LFAFT and SAFT shall be
- controlled from multiple local wireless hand-held control units in the LFAFT and
- SAFT.
- The main system panel shall be located in the existing Tower Control Room.
- The main control interface shall be an industrial touch screen panel PC (Minimum 19") and include the following E-stop, Pilot verification, Burner flame Verification Flashover/flame spread activity (LFAFT and SAFT only), Exhaust fan Activity (LFAFT and SAFT only), Gas monitoring with color indicator (LFAFT and SAFT only) Temperature monitoring with color indicator (LFAFT and SAFT only), System Messaging, Remote access featuring data tracking and live department Monitoring, Remote diagnostics, and Multiple levels of password access at the Touch panel.
- The LFAFT and SAFT shall both operate using a wireless control (Responder to provide options on number of fireplaces controlled by a control unit).
- The control unit shall provide for full control of smoke generation, fire growth,
- ventilation and operation and immediate shut-off capability.
- The smoke generation switch shall allow the instructor to obscure the area to suit the capability of trainees. The fire growth switch shall allow control fire generation. The dead man switch shall control the instant on and off capability of the fire while the ventilation switch allows the instructor to

increase ventilation to 100 percent if the area needs to be cooled or smoke needs to be cleared.

- The control system shall monitor the pilot system, smoke machine, gas flow, gas detection, temperature sensing, and ventilation and purge cycle.
- The system shall be equipped with remote diagnostics for monitoring and faults remotely from the supplier's headquarters location. The CDA shall provide local area network (LAN) for this purpose.

9. System Testing, Training, Support & Maintenance

Contractor must provide the following:

- System Testing and Training (See Project Execution Section XVII)
- 12 month Warranty/ Maintenance on all new equipment.
- Ten (10) Year Maintenance Service Support covering all equipment (See Part 4, Project Execution, Repair and Maintenance Section XX)

10. Parts and Labor for Repairs not covered Under Warranty and Ten (10) Year Maintenance Agreement.

- Refer to Exhibit II Schedule of Compensation for requirements.

II. REFERENCES

A. Codes

Work shall be performed in accordance with current applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:

1. Chicago Building Code (CBC)
2. Chicago Electrical Code (CEC)
3. National Fire Protection Association (NFPA)
4. Chicago Energy Code
5. Chicago Airport Systems Design and Construction Standards
6. Chicago Airport Systems Construction Safety Manual-Current Edition

B. Standards

System design and installation, shall comply with the following standards

1. NFPA 402M – Guide for Aircraft Rescue and Fire Fighting Operations
2. NFPA 54 – National Fuel Gas Code
3. NFPA 58 – LP Gas, Storage and Use
4. NFPA 70 – National Electrical Code

5 FAA Advisory AC150 – 5220-17B

6. NFPA 1402 – Guide to Building Fire Service Training Centers With existing NRTL Certification Listing by Interek/ETL

7. NFPA 1403 – Standards on Live Fire Training Evolutions

C. CONFLICTS

In the event of conflicts, the more stringent provisions shall be applied.

III. CONTRACTOR / CONSULTANT

A. General Qualifications

1. Contractor has been in business providing similar service for not less than five years.
2. Contractor can outline the general scope of past projects, normal staffing levels, and union status of shop and field installation personnel.
3. Contractor can list a significant number of projects of similar scope successfully completed, indicating the location, type of system installed, total contract amount, date completed, and include persons and telephone number to contact.
4. Contractor can submit confirmation of current state or local contracting licenses, as required to perform the work under this section.
5. Own and maintain the tools and equipment necessary for successful installation and testing of systems as detailed herein and have personnel who are adequately qualified and trained in the use of such tools and equipment.

IV. TIME OF COMPLETION

- A. The contract duration is Three Hundred Sixty (365) calendar days for Phases 1A, 1B, 1C, 2A and 2B of work, which includes all design, mobilization, construction, and punch list from date of the Notice to Proceed issued by the Commissioner. There will be no adjustment to the Schedule or Contract due to Weather Days.
- B. The date specified in the Notice to Proceed for commencement of work will not be counted as a calendar day, but each subsequent day thereafter, from midnight will be counted as one (1) calendar day and the last day counted will be the day on which the contractor shall have substantially completed, and the Commissioner shall have accepted as substantially complete, the entire Work under this Contract.
- C. The Contractor shall complete the entire scope of work, and the Intermediate milestones, within the duration shown on the Project Phase Section XII Table 2.

V. WARRANTIES

- A. Meet requirements as stated in Exhibit 1, Project Execution, Section XX Warranty and Maintenance Requirements

VI. EXECUTION

I. EXAMINATION

- 1) Examination of Premises: Visit Site to become familiar with local conditions under which work is to be performed and correlate observations with requirements of contract. No allowance shall be made for claims for concealed conditions which Contractor in exercise of reasonable diligence in observation of site and local condition should have learned of during site visit at the Pre-Bid Conference.
- 2) Prior to start of Construction, meet at project site with Owner's Representative and other trades performing related work to coordinate efforts. Review areas of potential interference and resolve conflicts before proceeding with work.

II. CLEANUP AND REPAIR

- Upon completion of the work, remove refuse and rubbish from and about the premises, and shall leave the relevant areas and equipment clean and in an operational state. Repair damage caused to the premises by the installation activities, at no cost to the Owner.

III. PROTECTION OF WORK

- During the installation, and up to the date of final acceptance, protect finished and unfinished work against damage and loss. In the event of such damage or loss, replace or repair such work at no cost to the Owner.

REFERENCE DOCUMENT LIST

- Existing ARFF Training Area Record Documents - See Website access portal.
- Existing equipment maintenance manuals will be made available to successful Proposer.

PART 4: PROJECT EXECUTION

I. PROJECT MANAGEMENT

The Contractor must:

- Assign a qualified Project Manager
- Develop and submit a detailed Critical Path Method (“CPM”) project schedule which includes both design deliverables and construction activities.
- Submit a detailed Project Management Plan

A. Project Manager

The Contractor must propose a qualified and experienced project manager (the “Project Manager”) to serve as and be empowered to act as its representative in providing both off and on- site project management services throughout the term of the contract. The Contractor must provide written evidence of the Project Manager’s qualifications and the appointment of the Project Manager is subject to the CDA’s approval. The CDA shall grant or deny such approval in writing within a reasonable period of time. Should the CDA withhold approval of the proposed Project Manager, the Contractor must propose an alternate candidate within seven (7) working days of the date of the notification stating the CDA’s denial of approval for the proposed Project Manager.

The CDA reserves the right to require a change in Contractor Project Managers should the CDA determine that the Contractor’s Project Manager has failed to be effective, responsive, or cooperative.

The term project management must include, but is not limited to, oversight (monitoring and control) of all Large Frame Aircraft Fire Simulator design, development, testing, installation activities conducted by the Contractor, and its sub-contractors, coordinating with the CDA (and its agents, contractors, consultants and concessionaires) on all project-related matters, and coordinating with other contractors working on projects located in adjacent or co-located work areas.

The Project Manager must also be responsible for conducting project meetings and preparing progress reports. At a minimum the following meetings/reports must be supported:

- Bi-Monthly Status Meeting (during design and development)
- Weekly Status Meetings (during any onsite work)
- Monthly Status Report
- Preliminary Design Review Meeting (to be held at the AAB Aviation Administration Building)
- Design Document Review (to be held at AAB)

The Project Manager must provide written minutes of such meetings, providing reports concerning significant events and all work completed or a percentage completed since

the previous meeting and work to be conducted before the next meeting, as well as, providing phasing, scheduling, and installation documentation or information (in written, graphical or oral format) as requested by the CDA and detailed in these specifications.

The Project Manager must also be responsible for ensuring all deliverables required in these specifications are true and correct, delivered in a timely manner and updated as required by the CDA.

B. Project Schedule

Within 15 days after Notice to Proceed, the Contractor must develop and submit a detailed Critical Path Method ("CPM") project schedule (the "Project Schedule"). The project schedule must be submitted and maintained using Primavera Project Planner, Version P6 Schedule Analyzer.

The Project Schedule shall include, but is not limited to, an outline of the tasks that will be completed to satisfy all requirements contained in Project Execution, as well as the names and responsibilities of all key participants involved in each task. The Project Schedule shall include completion dates for each task or subtask. Tasks having shared responsibilities that may be outside of the Contractor's direct control must be included in the Project Schedule. The CDA may assist the Contractor in obtaining the necessary information.

The Project Schedule must be organized by phase or sub-phase and must include milestones (action and date) for each phase of work. If the Contractor requests to implement phases or sub-phases concurrently, the Contractor must provide for separate tracking for the multiple tasks in process.

The Project Manager will be responsible for maintaining the Project Schedule on a monthly basis. An updated project schedule shall be submitted by the 10th of each month. Additionally, the Project Schedule shall be updated and submitted on a bi-weekly basis during the installation phase.

The Contractor shall inform the CDA of significant foreseeable changes to the Project Schedule at least two weeks before the expected event is to take place. Unforeseen conditions shall be reported immediately upon discovery. In the event of such a delay due to unforeseen circumstances the Project Manager will be responsible for identifying and proposing methods to mitigate the impact on the Project Schedule (or to expedite the Project Schedule) and for making appropriate changes to the Project Schedule, as approved by the CDA.

The Project Manager must also be responsible for communicating any Project Schedule changes (through channels or methods approved by the CDA) to all parties that may be impacted by the change.

The project schedule must indicate all planned system outages and must be shown by hour and day. Failure to complete phases as scheduled may result in financial penalties as described in the sample Professional services agreement.

The Contractor must provide overall operational completion dates for each project phase, sub-phase and or milestone. The Contractor's failure to meet the milestone dates for the individual Phases or Sub-phase completion dates shall invoke actual damages incurred as described in the sample professional services agreement.

The Project Schedule is an integral part of the Contractor's Project Management Plan (PMP), Project Execution, Paragraph I.C., and must be consistent with, and properly coordinated with, other components of the PMP (Testing Plan, Transition Plan, etc.).

C. Project Management Plan (PMP)

Within 30 days of the date of the Contractor's Notice to Proceed Letter from the CDA, the Contractor must submit a detailed Project Management Plan (PMP, which shall describe the Contractor's Project team organization and reporting relationships, Key Project Staff, team member contact information, Project stakeholders, the Contractor's project delivery approach, communication plan, project risks, and the Contractor's procedures for managing and controlling the overall work.

The PMP must include, but not be limited to, the following components, as described below:

1. Project Organization

As part of the PMP, the Contractor must include a Project Organization Chart, a graphic representation of the Contractor's Project team organization and hierarchy that indicates functional areas of responsibility for the Key Project Staff.

2. Key Personnel

As part of the PMP, the Contractor must include a summary of individuals designated as Key Personnel. The CDA must review and provide the Contractor with written approval prior to the start of work by any individual listed as Key Personnel.

The Contractor must also submit a Key Personnel directory that includes the following information:

- Name
- Title (with respect to the Work)
- Office address
- E-mail address
- Office telephone numbers
- Fax number
- Mobile phone number

The directory must be updated throughout the course of the project. Key Personnel are the individuals from the Contractor's organization who are functionally responsible for each of the following roles:

- Project Manager
- Deputy Project Manager
- Superintendent
- Safety Manager
- Quality Control Manager

The Contractor shall be required to notify the CDA at least thirty (30) Calendar Days in advance of replacing any Key Personnel and must submit the names and Qualifications of the proposed replacement(s) to the CDA for written approval. The CDA shall be allowed to interview replacements, if the CDA so desires. The CDA has the right to reject, at its sole discretion, any proposed replacement.

3. Badge

The Contractor's employees must wear a CDA issued identification badge at all times while performing any work on the AOA.

4. Project Delivery Approach

The Contractor must include language within the PMP describing the Contractor's approach to deliver a System that meets the functional, operational, and performance requirements.

5. Quality Control Plan

The Contractor must also submit as part of the PMP a documented quality control plan (the "Quality Control Plan"), detailing procedures, processes and materials. The Quality Control Plan must include a listing of each task and a reference of procedures with summary descriptions to assure that all work affecting quality is prescribed in a clear and complete document of a type acceptable to the CDA.

The plan shall ensure that the Contractor has established and will maintain an effective quality control program (the "Quality Control Program"). The Quality Control Program must include, but not be limited to, the following:

- Assure quality throughout all areas of performance
- Assure that all requirements set forth herein are validated through all stages of this project
- Identify and eliminate items that cannot meet approved standards and specifications
- Provide reports on all inspections and tests required per code or in the technical specifications.

The Contractor must be responsible for assuring that all supplies, components, systems, subsystems and services procured from subcontractors and suppliers conform to the requirements set forth herein and in the contract entered into between the Contractor and the City. The quality control requirements for the Contractor apply to all subcontractors and suppliers used by the Contractor.

II. SYSTEM DESIGN REQUIREMENTS

The following design considerations must be adhered to during all development and design phases of the LFAFT:

- Parts and components of the LFAFT must be new and approved by the manufacturer of Large Frame Aircraft Fire Training Simulator.

A. New Equipment

Unless otherwise stated, all components, parts, and systems used in the LFAFT must be new and unused. All components and parts must be of the latest, proven State-of-the-art design, used in prior LFAFT or comparable applications, wherever possible. All major parts, subassemblies and materials must be available from "second source" suppliers. Any exceptions to the above requirements must be explicitly identified as such in the Contractor's bid, and Contractor should provide an inventory of these materials.

A list or initial Bill of Materials (BOM) shall be provided as part of the Contractor's proposal including part name, model/serial number, manufacturer and qty. It will be required that a final BOM be provided upon issuance of Final System Acceptance.

B. Quality of Materials

All parts, equipment, and materials being used throughout the LFAFT must be industrial grade, durable with demonstrated reliability and must be incorporated into LFAFT in such a manner so as to produce a completed product which is acceptable and properly functional in every detail, in accordance with these technical specifications.

C. Inspection of Materials

All parts, equipment and materials must be subject to inspection and acceptance by the CDA at reasonable times and places.

The inspection of parts, equipment, or materials at the manufacturer's plant by the CDA may be conducted after a one-week notice period. Any such interim inspection must not be construed as final acceptance of any equipment, design, component, subsystem or LFAFT. The CDA reserves the right to reject any products, parts, equipment or materials which do not meet the requirements of these technical specifications up to the time of written Final System Acceptance, regardless of prior inspections or tests.

D. Defectiveness and Non-Conformity

In the event that the CDA finds parts, equipment, and materials which are not in full compliance with these technical specifications, the Contractor must promptly remove such equipment and replace it with equipment which meets the functional requirements in these technical specifications, at the Contractor's expense.

E. Substitution of Parts

If the Contractor chooses to substitute parts or equipment of a type different from that identified in the Bid, a written request must be submitted to the CDA with justification for approval. Written approval of the substitution of parts or equipment must be obtained from the CDA before procurement is initiated. In order for the CDA to evaluate the requested parts and equipment substitution, full and complete technical documentation and price information must be clearly specified for the parts or equipment requested as a substitute. The Contractor will be held responsible for the performance of the parts and/or equipment even if the substitution has been approved by the CDA.

F. Proprietary Items

Proprietary items will be considered for acceptance by the CDA only under the following conditions:

- The Contractor guarantees to make the spare parts and support available to the CDA at a price similar to the contract price for the useful life of the LFAFT
- In the event that the Contractor exits the United States market, the Contractor must immediately relinquish all proprietary rights to the LFAFT equipment and Subsystems and provide to the CDA all drawings and other documentation necessary for the CDA to procure parts and/or support from other sources.

III. PRELIMINARY DESIGN REVIEW

Within forty-four (44) days of the date of the Contractor's Notice to Proceed Letter, the Contractor must conduct a Preliminary Design Review (PDR) of the proposed LFAFTS. The PDR must be a formal presentation to be conducted in the form of a workshop over a one (1) to two (2) day period on-site within the CDA offices. A formal submittal of a PDR document is not required; however, the PDR should be supported by an electronic slide presentation with appropriate hard-copy handouts. An advance copy must be provided five (5) business days prior to the formal presentation for review. (Microsoft PowerPoint is the usual format used by the CDA for electronic slide presentations.)

Sections and or topics for the PDR must include, but must not necessarily be limited to, the following:

- Team Organization
- LFAFT Concept and Methodology
- LFAFT Program Schedule
- Results of Stakeholders Interviews and Consensus Agreements Reached
- Overall System Program
- Requirements for each System or sub-system
- Installation Overview, including but limited to:
 - Contractor identified modifications to existing system components
 - Data communications and power requirements
 - Requirements to access other areas or facilities to complete necessary work
 - Computer and networking requirements and coordination with CDA's staff
 - Relevant product data and cut-sheets not provided with the Contractor's Proposal
 - Temporary power arrangements if required
 - Outage notification plans and programs
- Assess design issues and associated risk
- Risk Mitigation.

In addition, the Contractor must address and show compliance with quality assurance, reliability, and maintainability requirements, software development and other System requirements.

Hardware concept drawings and preliminary level engineering specifications must be submitted during this review.

The Contractor must summarize its input along with any related CDA comments and provide a written document memorializing the meeting.

IV. SYSTEM DESIGN DOCUMENT

Following the PDR, the Contractor must provide a System Design Document (Final Design) consisting of software design, hardware design, Systems Requirement Compliance Matrix, Bill of Materials, and Systems Engineering Process Documentation.

Prior to submitting the draft System Design Document, the Contractor must first prepare a detailed document outline. The System Design Document outline must include sub-levels of detail and a brief description of the information included in each section. At the CDA's discretion, the Contractor and the CDA must meet to discuss the CDA's comments on the System Design Document outline and revise the outline accordingly to meet the CDA's requirements for detail. The detailed outline must be submitted to the CDA for review and approval.

The System Design Document (SDD) must include a description of the System and its constraints, as well as the conceptual design for the overall System and subsystems including software, hardware, equipment, and communications.

The Contractor must provide a functional narrative of the System and subsystem block diagrams, data flow diagrams, data structure diagrams, schematics, report layouts, graphic user interfaces, and any other graphic illustrations to demonstrate the technical adequacy of the System design approach and compliance for System Hardware and Software with quality assurance, reliability, maintainability, software development, and other requirements set forth these technical specifications.

The SDD must include at least the following information:

- Description of the System and constraints;
- Functional Specifications for the System and the sub-systems;
- Discussion of any design variants and selection of design;
- Block diagrams for the System and sub-systems;
- Descriptions of the System and sub-systems;
- Listing of reports;
- Representation of Auditability;
- User task flow;
- User interfaces;
- Interfaces for all Host modules;
- Interfaces to any external sources;
- Hardware and equipment design;
- Redundancy;
- Communication network design; and
- Assessment of risks and risk mitigation strategies.
- Connection to existing SAFT and Fuel Spill Fire Training Equipment.

The Contractor is responsible for ensuring that the System Design Document includes the level of technical detail necessary to enable the developers to code and build a System that meets the specifications set forth herein.

The Contractor must deliver three (3) versions of the SDD including a Draft, Final, and As-Built. The Contractor must ensure that all submitted documents have been subject to internal editorial review and are professionally presented and substantially free of grammatical, formatting and content errors. An abundance of such errors may result in the CDA's rejection of the submittal. The Contractor must formally submit each version of the System Design Document to the CDA, interim, electronic, or piecemeal submittals will not be accepted.

The CDA will review and comment on each System Design Document submittal within the time frame set in these technical specifications. The Contractor is required to respond to each comment, either to state what System changes will be made or to state that no changes will be made. If no changes are to be made, the Contractor shall state the reason for this decision.

The CDA may choose to reject, in whole or in part, a document submittal if it is noncompliant with the CDA's requirements. Rejection of a submittal by the CDA does not release the Contractor from its duty to respond to the CDA's comments.

Comment resolution meetings will be held with the CDA and the Contractor to review the draft and draft final System Design Document. The Contractor may not resubmit the document until the comment resolution meeting has been held.

The System Design Document will be used as the baseline document to determine if the System meets the technical specifications and related contract documents.

The System Design Document must also be the basis for the plans and specifications to permit and construct the new fire simulator systems.

V. INSTALLATION AND TESTING

With the written issuance of approval of Phase 1 Design by the CDA, the Contractor may be authorized to immediately commence shipment of the LFAFT equipment to the site to begin the installation phase (Phase II).

No actual equipment installation activity will be allowed to take place on site until approval of Phase 1 has been obtained. However, if any minor physical modifications are required, these may be performed prior to approval of Phase 1. Any installation activity prior to Phase 1 approval must be approved, in writing, by the CDA.

Installation of the LFAFT equipment must be performed by trained, knowledgeable and experienced personnel who are familiar with all aspects of the LFAFT.

During the installation phase of the project, the Contractor must provide a full time on-site Project Manager and or Installation Manager conveniently located and accessible to the CDA. During phases other than the installation phases, the Contractor's Project Manager must be readily accessible via telephone and/or pager. In addition, the Contractor's Project Manager must report to the site within 24 hour notification from the CDA.

In the event that any structure is damaged or loss of LFAFT functionality occurs due to the Contractor's activities, such damage must be repaired immediately at the Contractor's expense and to the satisfaction of the CDA. Such damage or loss of functionality may also be cause for damage assessment as described in the sample professional services agreement.

The Contractor must make its own arrangements for power, water, portable toilets, and waste if none are available at the work site.

VI. CDA DESIGN AND CONSTRUCTION STANDARDS

Contractor must ensure that all projects are in compliance with all local, state, and federal requirements and codes. In addition, the consultant must design each component of the project in accordance with the CDA's Design and Construction Standards. The CDA's Design and

Construction Standards manual is available for review at the CDA offices at 10510 W. Zemke, Chicago, Illinois 60666.

VII. SAFETY

The Contractor is solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility must be promptly reported to the CDA. The Contractor must have in place appropriate safety plans, programs and procedures to ensure job safety and also comply with the Airport Safety Manual. The Contractor must ensure that all workers assigned to this project whether employed directly or indirectly by the Contractor or its subcontractors are protected in accordance with all applicable local, state and federal workplace and occupational safety regulations. The Contractor must also refrain from creating work hazards for others individuals legally authorized to be within or in proximity to the Contractor's work areas.

VIII. INCIDENTAL ELECTRICAL WORK

The Contractor will be required to complete certain electrical and civil work in addition to those construction tasks directly related to an LFAFT installation. Details of the additional Contractor-provided construction activity must be specified in the appropriate Contractor-provided deliverable document. This deliverable must describe and detail the electrical and civil modifications to be done to the Airport's existing infrastructure.

IX. CONTRACTOR PARKING

The CDA must provide the Contractor with parking for up to ten (10) Contractor or subcontractor vehicles. The CDA must also provide access to delivery vehicles when equipment, consumables, construction waste or other cargo is delivered to or removed from any portion of the controlled work site.

X. CONTRACTOR EQUIPMENT STORAGE AND WORK AREA

The Contractor will be provided with adequate space for equipment and materials storage required for normal installation activities. The Contractor will coordinate with the Skilled Trades Group of the CDA and the CDA will work with the Contractor to determine the best location on Airport property for storage and work location during installation activities. Proximity to the installation shall be a factor in determining the Contractor Equipment Storage and Work Areas.

XI. SECURITY

The Contractor is solely responsible for the security of all equipment components, tools and other property it or its subcontractor chooses to bring on to Airport property. Until a lot is deemed to be substantially complete as documented in the appropriate completed Contractor-provided checklist, the Contractor is also responsible for installed components of the LFAFT.

The Contractor is solely responsible for the physical security of its employees, agents and subcontractors engaged in work on Airport property as a consequence of this project.

At this time the CDA does require work within the Airport's sterile or secure areas. The Contractor will be required to comply with the CDA's security program and should be prepared to respond to such a request. **Badging of all the Contractor's or sub-contractor's personnel will be required within the sterile and secured areas of the airport.** Events beyond the CDA's control such as heightened security levels may require additional security measures that could impact the course of the project. Compliance with these additional security measures will be the responsibility of the Contractor.

XII. PROJECT PHASES

The Large Frame Aircraft Trainer must be completed by the Contractor in phases. These phases include:

Phase I - Design - This Phase includes the Detailed Field Investigation, Preliminary Design, and Final Design.

Phase II – Construction – This Phase includes Mobilization, Site Work, Fabrication, Assembly, Delivery, Installation, Punch List, and Warranty and Maintenance including on site component testing.

The following completion deadlines are required for each major phase of the work:

Table 2 – Project Phase Completion Schedule

PROJECT PHASE	COMPLETION DURATION:
Phase I Design:	
Phase 1A – Field Verification, Documentation	30 Calendar days after NTP 14 calendar days for CDA review & approval
Phase 1B – Preliminary Design	30 Calendar days after CDA approval of 1A 14 calendar days for CDA review & approval
Phase 1C- Design, Final Design Documents	30 Calendar days after CDA approval of 1B 14 calendar days for CDA review & approval
Phase II Construction:	
Phase 2A – Mobilization, site work, fabrication, assembly and testing	203 Calendar days after CDA approval of Phase 1C
Phase 2B - Punch list	30 Calendar days after completion of Phase 2A
Phase 2C – Warranty/Maintenance Period	12 Months after CDA final acceptance
Phase III Maintenance Period: on SAFT, LFAFT and Fuel Spill Mock-up Live Fire Training System and Unplanned Technical Support	Ten (10) years after Phase 2C ends

EXHIBIT 1: SCOPE OF SERVICES

A. Phases 1A, 1B, 1C,

Upon Notice to Proceed (NTP), a project kick off meeting will be held within fifteen (15) days of the NTP. At this meeting, all appropriate lines of communication for both oral and written correspondence shall be established. Appropriate methods for documenting meetings, telephone conversations and other communications shall also be defined.

Work during this phase must include all field evaluation and documentation of existing systems, periodically throughout this Phase, CDA representatives may visit the Contractor's facility in order to inspect work in progress and may occasionally request reasonable progress printings of the Large Frame Aircraft Fire Trainer design.

The CDA will give reasonable advance notice prior to visits. The Contractor must provide a detailed phase installation schedule for the review and approval of the CDA no later than 45 days prior to the beginning of installation. The Contractor must provide written results and evidence of their own testing.

B. Construction Sequences

Contractor at his option may construct project as follows:

- SAFT - Install Control System Up-grades as described in Scope of Work, Equipment, and Specification.
- Installation, testing and acceptance shall be **complete between the months of November and April**. Provide Warranty and Interim Maintenance on SAFT until 10 Year Maintenance Agreement starts.
- LFAFT and Existing Fuel Spill Mock-up - Construct LFAFT as described in Scope of Work, Equipment, and Specifications.
- Installation, testing, and acceptance shall be complete on LFAFT and Fuel Spill Mock-up **before** Control System Up-grades on SAFT may start.
- Provide Warranty and Maintenance on LFAFT and Fuel Spill Mock-up until 10 Year Maintenance Agreement starts.

XIII. ADDITIONAL SUPPORTING DOCUMENTATION

The CDA has additional documentation describing systems and equipment that are peripheral to this project. These documents contain elements related to Airport security and are considered secure in nature. As a result, these documents will be provided to the Contractor only after selection. An example of this type of documentation would be relating to the CDA badging system. The Contractor should assume that all CDA equipment and systems are non-proprietary and open. The Contractor should prepare their cost analysis based on this assumption.

Each submittal must be submitted in both electronic copy and printed copy. Printed copies shall be submitted in duplicate unless otherwise noted in these specifications.

XIV. EQUIPMENT DELIVERY AND STORAGE

The Contractor must not ship and/or deliver any LFAFT components without the prior written approval of the CDA. The CDA, at its sole discretion, may require the Contractor to demonstrate the efficacy of the proposed System by means of a limited factory test. This test must be conducted in accordance with the testing requirements and performance standards contained in these technical specifications. Neither the CDA nor its agent(s) will accept delivery of any System components until such time as the particular component has been finally accepted in accordance with the provisions of the appropriate section below. The Contractor is solely responsible for the care, custody and control of all System components, installed or otherwise, until such time as substantial completion for each phase has been achieved.

The Contractor is responsible for securing long-term storage unless the CDA determines it is in the best interest of the CDA to provide such storage. For those items that must be installed immediately upon delivery, shipment directly to the Airport work site is acceptable but all other equipment must be delivered to the authorized storage site. Equipment or materials not actively being installed may not be housed at the Airport for extended periods. The Contractor shall coordinate with the CDA an acceptable arrangement for short-term storage of items at the CDA. The CDA will make reasonable efforts to provide suitable temporary storage, staging, or climate controlled space that may be reasonably required, for the System components required by these specifications and the Contractor's System Design Documentation.

XV. REMOVAL AND DISPOSAL OF EXISTING EQUIPMENT & COMPONENTS

A. Removal

The Contractor is responsible for removal of all existing infrastructure that may be required due to the installation requirements of the LFAFT. Unless otherwise directed by the CDA, the Contractor shall also remove any temporary equipment installations and ancillary installed elements (signs, barricades, etc.) that may be required for safety, security or Patron information, in order to comply with the provisions of these specifications and the Contractor's system design.

The Contractor is responsible for providing all required documentation regarding the disposal of equipment that is marked as CDA assets.

The CDA will provide final guidance on items that may be abandoned in place. All areas where items have been removed must be restored to their original condition (by way of patching, painting, or other measures) or to a condition suitable for safe use by the public and befitting the appearance standards of the CDA. The CDA will provide additional guidance and shall be the final authority on the acceptance of such restoration actions.

B. Disposal

The Contractor is responsible for identifying, clearly marking and otherwise render safe any hazardous materials that may require special disposal procedures. Should off-site disposal of hazardous materials be required, the Contractor must propose the appropriate method of disposal for review by CDA, as well as, other officials. The CDA, in coordination with appropriate agencies, shall make a final determination and shall instruct the Contractor the manner of disposal. Such specialized disposal procedures shall be deemed additional work and the CDA shall make the final determination on whether the item or items are disposed by the Contractor, or by another party.

During the transition period and while the existing System is still operational the Contractor must ensure that any removal or disposal actions recommended or taken do not adversely impact the proper operation of the existing System.

XVI. INSTALLATION REQUIREMENTS

All components installed in exterior locations must be contained in housings appropriate for operation in environmental conditions common in the area of the Airport. Environmentally sensitive electronic equipment, or other equipment designed to operate in conditioned spaces must be placed in appropriate facilities provided by the CDA.

The Contractor is responsible for any additional conditioned areas other than those provided by the CDA and is responsible for any environmental control measures that may be required within individual device housing (heaters, thermostats, air conditioners, dehumidifiers, etc.).

The Contractor is solely responsible for the security of all equipment installed or stored on Airport property during the installation, configuration, testing and warranty periods. The Contractor must replace all equipment, at no additional cost to the CDA that has been deemed by the CDA to be damaged by Contractor's improper handling or any other cause by the Contractor. The Contractor may propose remedial action for minor damage (such as paint scratches or chips) to the external appearance (having no effect on functionality) and the CDA may approve such action if deemed appropriate. In all cases, any remedial or reconditioning actions taken must bring the equipment or component back to a condition suitable for new, first quality equipment.

All cabling installations between System devices must conform to the manufacturers' recommendations, these technical specifications and the appropriate CDA standard for the given cable type (fiber optic or copper). Appropriate conduit and any other raceway components must also be provided by the Contractor for each cable run. The Contractor shall conduct any required cable certification testing and submit test reports to the CDA in an appropriate format. The type of cable or wire used must depend on the total linear distance of the cable or wire run based on CDA standards.

A. Equipment Mounting

All equipment must be mounted by the Contractor in a safe and effective manner within appropriate housings or protective coverings as described in the Contractor's System Design Document deliverable to be approved by the CDA. The housing or protective devices must be secured in a manner that conforms to applicable code requirements, industry best practices and CDA standards. All device or component housings, junction boxes, pull boxes and cabling cabinets must include locking doors designed to protect the device or cabling from the elements, tampering or other damage.

Protective devices such as bulwarks or bollards must be placed in a manner that does not impede proper access to device components.

Cables and wiring must be neatly dressed with appropriate service loops inside the device housing or cabling enclosure in manner that allows easy recognition of component markings, does not impede the function of components or unduly restrict airflow within the housing or cabinet. Where multiple components are contained within the same housing or cabinet the Contractor must provide shelving or preferably sliding trays to ensure proper access to the components. To the extent possible, all housing and cabinets for similar devices or components must be configured, cabled and identified in an identical standardized manner.

All communications data and electrical power connections must conform to the appropriate national, professional, local and CDA standards or codes. All device connections including, but not limited to, mechanical, electrical and communication must be uniform throughout the LFAFT. All connections must be labeled with nomenclature identical to that provided with the Contractor's System Design Documentation and in compliance with CDA standards. Surge and lightning protection must also be provided by the Contractor for all sensitive systems, components and/or devices in compliance with

CDA standards.

B. Equipment and Cabling Identification

All cabling, components, and cabinets must be permanently identified in a manner that allows for easy recognition and servicing. All equipment and cabling must meet the requirements set forth in the Contractor's current cabling Standards. The identification scheme must conform to the Contractor's standards and each device or component must be marked with a unique serial and or part number that correlates to the maintenance documentation provided by the Contractor.

Markings must be permanent and easily legible with the unaided eye from a distance appropriate for the installation, inspection or servicing activities. Markings must not deteriorate with age, exposure to light, or from normal handling by maintenance personnel. The markings on the cables, switches, panels, termination blocks and connectors must conform to the appropriate CDA standard for the particular cable type or transmission requirement. In all cases safety is paramount and the Contractor is responsible for identifying and recommending to the CDA any deviation from the appropriate standards that would enhance the safety of individuals or property both during and after installation.

XVII. SYSTEM TESTING

The Contractor must submit a Master Test Plan (the "Master Test Plan") as part of its PMP for approval by the CDA, in accordance with the deliverables guidelines contained in these technical specifications. The Master Test Plan must demonstrate the methods that must be employed to verify that all hardware, software, firmware components and associated documentation are installed or delivered in accordance with the requirements of these specifications and the instructions of the CDA.

The Master Test Plan must include detailed test descriptions for each type of test to be conducted during each phase of the project. Such narrative descriptions must include appropriate cross-references to these specifications that allow the CDA to readily verify the functional requirement being tested.

The Contractor must include in the test descriptions specific outlines enumerating the LFAFT & SAFT functionality being tested each testing process, all testing assumptions, any limiting factors and their impact on test validity and the expected results for each of the controlled testing procedures in the System Acceptance Test. The Contractor shall propose testing schedules and locations for approval by the CDA. Test results shall be documented on the appropriate approved, Contractor-provided test scripts.

These checklists must be facility-specific (where appropriate) and must be based on the sample checklists provided as part of the procurement package. The tests must be conducted by the Contractor and witnessed by CDA representatives and other parties, as the CDA may deem appropriate.

A. Test Procedures

The Contractor must provide detailed test scripts for each testing procedure to the CDA a minimum of 30 days prior to the start of formal, functional testing. No test must be started without an approved test procedure. The CDA requires at least five (5) business days to review any submitted test procedures and supporting test scripts.

Where corrections are necessary, they must be made within five business days and resubmitted to the CDA for approval. A five-business-day review time shall also be allocated for review of corrections to any test procedure.

Per the submittal schedule above, the Master Test Plan must be updated with a submittal by the Contractor to include the individual test scripts that must be used during the various phases of testing including, but not limited to, the System Acceptance Testing and the Extended Operations Test for all of the components of the System.

The Contractor must, at a minimum, include in the test procedures, the required test participants or witnesses, the expected durations of the tests, a list of required testing materials to be provided either by the Contractor or the CDA, and a complete description of what constitutes successful completion of each discreet testing task and the overall test.

The Contractor must review all formal test procedures immediately after testing and certify that the test procedures adequately demonstrate all functional requirements of these specifications and to ensure a direct correlation exists between the conducted test, the test results, and specification requirements. The Contractor shall provide a checklist or other approved graphic representation, as part of the Master Test Plan, listing each LFAFT & SAFT requirement and showing the specific tests and the methods used to demonstrate compliance with said requirement. The signed and completed checklist or other approved document shall be delivered to the CDA for review and approval.

Approval by the CDA shall be documented by the appropriate CDA representatives initials signifying completion of a given task or subtask and by his or her signature on the completed Contractor-provided checklist.

B. System Acceptance Test

As the Contractor completes equipment installation it must perform System Acceptance Testing (SAT). The Contractor must perform tests under the supervision of the CDA in accordance with the approved test plan.

Additionally the SAT must also include certification and audit. Successful completion and approval of SAT must not be granted until the Contractor has demonstrated that the LFAFT, & SAFT in its entirety is fully compliant with all standards and requirements.

Upon completion of the System Acceptance Test (as determined by the approved Contractor-submitted Testing Plan) the CDA shall review the test results and provide the Contractor written notification of the CDA's satisfaction with the results.

Successful completion and approval of the SAT by the CDA will indicate approval to move to Extended Operations Test portion of the project.

C. Extended Operations Test

Following successful completion of all System Acceptance Testing, the Contractor must notify the CDA that the LFAFT & SAFT has been prepared for the Extended Operations Test (EOT). This test must demonstrate, over a period of ninety (90) consecutive days, the successful performance of all aspects of the LFAFT. The extended operations test must encompass all equipment and Systems installed and operating under actual field conditions.

The EOT shall start on a date jointly agreed upon by the CDA and Contractor. The test shall continue until a ninety (90) day period has elapsed during which all of the performance criteria have been continuously met. Wherever possible the EOT start date should coincide with the beginning of the month so that monthly reporting functions contain complete data and hence can be more easily evaluated.

During the test, the continued availability of the LFAFT & SAFT shall be demonstrated. Where a failure occurs that causes loss of data, instability of the System, and/or corruption of the transactional data or database, the Contractor must immediately correct the problem. If during the ninety (90) day period the System fails to meet any one of the specified performance criteria (as documented in the approved Contractor-provided Testing Plan and SDD), the test must be halted and the Contractor must take any required corrective actions. The Contractor must submit a report to the CDA detailing the root cause of the failure, the corrective actions taken, and further actions taken to avoid any reoccurrence of this type of failure.

When the CDA is satisfied with the Contractor's documentation and resolution of the failure event, the test must be restarted (at day one) or continued (at the last completed day). This determination to restart or continue the test shall be based on the nature of the failure and shall be made at the sole discretion of the CDA. The restart or continuation will occur on a date jointly agreed upon by the CDA and Contractor.

Testing must continue in a similar fashion until a ninety (90) day period of stable operation is achieved. Stability is defined as the proper functioning of the LFAFT with a failure having no impact on the continued System operation, nor integrity of data. The Contractor is solely responsible for any additional costs incurred as a result of retest or restart actions for whatever period of time is required until testing is successfully completed.

D. Testing Documentation

The Contractor is responsible for ensuring that all documentation including engineering drawings, manuals, test procedures, testing results, and operational procedures for the "as installed" and "as tested" System are correct and complete. All documentation shall be submitted both in written and electronic format and must include any associated warranty documents and operating manuals for all installed components.

The Contractor must apply rigorous quality control standards and processes to all

documentation and provide documentation describing these standards and processes along with all submittals. At a minimum, the Contractor must document the name, title, and signature of the individual conducting quality control reviews.

All testing documentation must be maintained and presented in a manner that is acceptable to the CDA and that allows the CDA to support the maintenance and future expansion of the System.

XVIII. REQUIRED TRAINING AND MANUALS

The Contractor must:

- Provide a comprehensive Training Plan
- Provide end user and system administrative training

A. Training Plan

The Contractor must provide a training plan that contains a comprehensive description on how training must be conducted, evaluated and documented by the Contractor (the "Training Plan"). The Contractor must provide all necessary training required for the proper operation, maintenance and control of all System functions. The Contractor must also describe how it will provide training on any third-party software it may choose to provide with the System. The Contractor must, at the Contractor's own expense, provide documentation describing its Training Plan so that the CDA may use the product for its future training needs. At a minimum, the Training Plan must include samples of training outlines or curricula (to include class content and contact hours), recommended initial or recurring training requirements for each position listed in the specifications, samples of training documents or presentations, evidence of correlation between the training curricula and required manuals, and qualifications of proposed training staff.

B. General Training Requirements

The Contractor must provide user-training programs in accordance with the Training Plan and for the benefit of the CDA. The Training Plan must provide designated System users and System maintenance personnel necessary to efficiently operate all applicable functions, modules, components or subsystems of the LFAFT & SAFT.

All training must be conducted by a qualified instructor personnel fluent in English.

All rights of ownership to the recordings and all associated training materials of documentation provided by the Contractor under the requirements of this section shall become the exclusive property of the CDA. The recording requirement may or may not extend to the Supervisory/Auditor/Management or system administration training program. Recording of any Technician training shall be at the discretion of the Contractor.

Any and all training material shall be maintained and kept in a confidential manner as directed by the CDA.

C. Training Programs

1. System Administration Training

The Contractor must conduct on-site training for CDA and selected LFAFT & SAFT information technology professionals. This training must include in- depth presentation of the LFAFT Hardware and Software and components. The training must also include a discussion of recommended practices for System and network administration, and the particulars discussed in the associated system administration manual. The Contractor must also have additional periodic technical support training responsibilities as detailed below. The Contractor must provide a description of the proposed training in the PMP.

2. Technician Training

The Contractor is responsible for providing all training necessary to certify third- party technical personnel to perform all required LFAFT & SAFT maintenance in accordance with the provision in these specifications and as required by the Contractor's System Design Documentation. The content and duration of the technician course shall be determined by the Contractor and approved by the CDA. Duly trained and certified technicians should be capable of performing all required maintenance services without voiding any written or implied warranty.

D. Training Materials

The Contractor must provide all documentation (including all manuals) required for training CDA personnel in printed and electronic format (CD-ROM – two complete sets). Documentation must be provided for each student in the form of workbooks, lecture notes/overheads, and manuals. All training must be based on the content of the Contractor-provided manuals delivered with the System, as part of the Training Plan and must be approved by the CDA prior to use.

Required training materials must be submitted in accordance with the provision of the training section and the PMP and must be written in Standard English with appropriate photos, diagrams, and schematics to supplement the text. The CDA shall have the right to reproduce and distribute the training materials as it deems appropriate.

E. Required Manuals

Where manuals for commercially available equipment and/or Software are provided, the Contractor must produce supplemental information to ensure the commercial manuals accurately reflect the deployed LFAFT& SAFT. The LFAFT& SAFT is not considered delivered until documentation is delivered.

1. Maintenance /Technician Manual

The Contractor must provide complete documentation on the performance of all Preventative, routine and corrective maintenance tasks. The documentation must include part numbers, amounts, and types required for each task. Diagrams (where applicable) must be included to illustrate each step in multi-step processes. Maintenance schedules (preventative maintenance) and troubleshooting guidelines for each component or sub-component must be included in tabular form. The manual must also include comprehensive instructions on accessing and using computer-based diagnostic Software included with the devices. The Contractor must provide ten (10) Maintenance/Technician Manuals.

XIX. SPARE PARTS

The Contractor must maintain access to spare parts and long lead parts to repair or service Fire Trainers and Equipment within time frame stated in Section XX, Paragraph C

XX. WARRANTY AND MAINTENANCE SERVICES

A. Warranty Requirements

The Contractor must provide Full Service Warranty and Maintenance on all newly installed components, material and workmanship for a period commencing upon CDA Final acceptance (Refer to Project Completion Schedule- Table 2), and ending 12 months after Final System Acceptance. Such warranty requirements shall not apply to third-party Software which may have warranty periods shorter or longer than the installation periods. All warranty information and documentation for each type of installed hardware, software or other component become the property of CDA and shall be delivered to the CDA upon Final Acceptance of the entire project.

The Contractor must provide technical support services, at no additional cost to the CDA for all components of the Large Frame Aircraft Fire Training Simulator (LFAFT) for a period of 12 months after final system acceptance. This requirement includes, but is not limited to: items such as spare parts, software updates and component updates, as well as telephonic and on-site maintenance support services. The Contractor also warrants that adequate in-house field service staff and telephone support are available from location in the continental United States. The Contractor shall confirm this commitment in writing in a format acceptable to the CDA prior to initiating any work activities. In addition, a support letter must be provided from the manufacture of any third-party components committing that Contractor to providing technical support should the Contractor withdraw from the fire training simulator design and installation business.

Reference:

Exhibit 10 General Conditions, Article VI, Section F

1. Preventive Maintenance Plan

At mutually-agreed intervals, Contractor will schedule a site visit by trained technician to evaluate the Fire Training Equipment and Implement all schedule adjustments and parts replacements to ensure that the system is in fully operational state.

This service will include the following:

- Check the operating performance of all fireplaces and make adjustments as required.
- Clean and/ or replace all filter elements.
- Inspect all fans and blowers and lubricate all bearings.
- Inspect all pilot spark igniters and replace as required.
- Inspect all pilot spark flame rods and replace as required.
- Inspect the fuel control station and make adjustments as required. Clean the fuel control station inlet strainer.
- Inspect and calibrate all gas detection assemblies and replace sensor elements as required.

- Inspect and adjust all smoke generators.
- Inspect the Programmable Logic Controller battery and replace as required. Clean all equipment cabinets.

2. Reference:

Operation and Maintenance Manual

B. 10-year Maintenance Period on LFAFT, SAFT and Fuel Spill Mock-up Fire Training Systems Pay Item G-5

The Contractor will provide Preventive Maintenance, Parts and Repair Services for Large Frame Aircraft Fire Training Simulator, Specialized Aircraft Fire Trainer, and Fuel Spill Mock-up Fire Training Systems starting on conclusion of Phases III and ending Ten (10) years later. (Refer to Project Completion Schedule, Table 2). Maintenance will be invoiced on a semi-annual basis at ½ of the unit price provided in Pay Item G-5.

1. Preventive Maintenance Plan

At mutually- agreed intervals, Contractor will schedule two (2) site visits by trained technician to evaluate the Fire Training Equipment and Implement all schedule adjustments and parts replacements to ensure that the system is fully operational state This service will include the following:

- Check the operating performance of all fireplaces and make adjustments as required.
- Clean and/ or replace all filter elements.
- Inspect all Fans and blowers and lubricate all bearings.
- Inspect all pilot spark igniters and replace as required.
- Inspect all pilot spark flame rods and replace as required.
- Inspect the fuel control station and make adjustments as required. Clean the fuel control station inlet strainer.
- Inspect and calibrate all gas detection assemblies and replace sensor elements as required.
- Inspect and adjust all smoke generators.
- Inspect the Programmable Logic Controller battery and replace as required. Clean all equipment cabinets.
- Contractor will provide minimum two (2) schedule support visit per year. 1 visit to start the system in the spring and 1 visit to shut down the systems for the winter.

2. Exclusions

Contractor will not be responsible for the following:

- System hardware that has been abused or damaged (physical damage to hardware not typical of normal operation or damage due to an act of God)
- Loss of CDA's ability to train because of conditions beyond Contractor's

control.

3. Reference:

Operation Maintenance Manuals

4. Maintenance Log

The CDA shall maintain daily log of Fire Training Equipment performance during training. Contractor will provide specific descriptions in O & M manual of the types of records to be kept. In general, this brief record keeping task seeks to capture date/time, operator name(s), training performed, and operator comments on problems/issues encountered. The logbook shall be made available to the contractor.

The Contractor shall maintain a written or electronic maintenance log of all preventive maintenance and corrective services performed during the warranty/maintenance periods. All maintenance activity must be tracked via this Maintenance Log. The Maintenance Log must be organized in manner that allows technician personnel to readily identify chronic or recurring service problems by component or sub-system.

The Maintenance Log shall be in a format approved by CDA and shall be available for inspection by CDA at any time, on-line. The Contractor shall submit a maintenance report after Unplanned (Corrective) Technical Support, and Preventive Maintenance Service have been provided (in a format approved by CDA). Such reports must include a discussion on of equipment availability and serviceability date over time.

5. Interim Maintenance

The CDA shall perform all interim maintenance tasks as described in the CDA will be responsible for keeping the equipment and associated equipment rooms neat and clean, normal wear and tear accepted.

All parts required during interim maintenance of the Fire Training Equipment shall be selected in accordance with the approved parts list provided in the Operation and Maintenance Manual.

C. Unplanned (Corrective) Technical Support Not Covered By 10 Year Maintenance Agreement - Pay Items G- 6 & G-7

Upon receipt of request from the CDA, the Contractor will dispatch a trained technician to evaluate and repair the Fire Training Equipment. The complexity of the repair will determine the length of the visit, every attempt should be made to have repair complete within 7 days including notification. If malfunction can be isolated, than ARFF Training Facility should remain in operation to allow training to continue. Contractor will provide a technician onsite within two business days (48 hours excluding weekends) of request. In the event any individual part or component exceeds \$5,000 in Contractor cost, the Contractor must obtain written authorization from both the Commissioner and Chief Procurement Officer prior to performing the repair. The Contractor must supply a written proposal to the Commissioner requesting such approval which must include documentation to show the Contractor's cost. The CDA approval will be in the form of a letter signed by both the commissioner and Chief Procurement Officer listing the repair and its approved price. The CDA will include a copy of this executed letter in its Purchase Order Release for that work

XXI. MOBILIZATION

- A. The work must consist of preparatory work and operations necessary for permits, the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of offices, buildings, and other facilities necessary for work on the Project; for coordination with ComEd and provisions for ComEd secondary service to Contractor Staging/Trailer Area; and for all other administrative work or operations which must be performed, or costs incurred when beginning work on the Project.
- B. The Contractor must submit all documents as described in Part Two, General Conditions of the Specifications prior to the first request for partial payment for Mobilization:
- | | |
|---|--|
| 1) Construction Operations Plan | Exhibit 10 , Article IV.D.1 |
| 2) Sustainability Requirements:
Contractor/Subcontractor
Equipment Verification Report;
Local/Regional Materials Estimate;
Recycled Content Estimate;
Sustainable Temporary Construction
Materials Pre-Construction
Estimate; Construction Waste
Management Plan and C&D
Recycling Worksheet | Exhibit 10 , Article IV.D.2 |
| 3) Anticipated Workforce Projection
Form | Exhibit 10, Article IV.D.3 |
| 4) Procedures, Methods, Structures
And Equipment | Exhibit 10, Article IV.D.4 |
| 5) Subcontractor Agreements | Exhibit 10, Article V.C.1 |
| 6) Source of Materials | Exhibit 10, Article VI.E.2.a |
| 7) Key Personnel | Exhibit 10, Article VII.B.1 |
| 8) Baseline Schedule
E.4.a | Exhibit 10, Articles VIII.E.2.b and
E.4.a |
| 9) Shop Drawings, Product Data
And Samples, "Index and Schedule"
XI.B.4 | Exhibit 10, Article
XI.B.4 |
- C. Measurement will be made for mobilization as a lump sum.
- D. No separate measurement will be made for coordination with ComEd and providing ComEd secondary service to the Contractor Staging/Trailer Areas.
- E. Contractor is to include a cost for this item not to exceed six percent (6%) of the total Phase II bid amount.
- F. Partial payment of the lump sum for Mobilization will be made in accordance with the following schedule:
- 1) The Contractor may draw 75% of the pay item as part of the first request for partial payment of Phase II Construction
 - 2) When 10% or more of the Phase II Contract amount is earned, an additional 15% of the pay item will be paid.
 - 3) When 90% or more of the revised Contract amount is earned, the remaining balance of the pay item will be paid.
- G. Nothing herein must be construed to limit or preclude partial payments for other items as provided for by the Contract.

EXHIBIT 1: SCOPE OF SERVICES

- H. No separate payment will be made for coordination with ComEd and providing ComEd secondary service to the Contractor Staging/Trailer Areas. Coordination with ComEd and associated ComEd costs will be included in the Mobilization pay item.
- I. Payment will be made under: Pay Item G-4
 - 1. Mobilization-(Total price for mobilization must not exceed 6% of the Total Phase II Base Bid), per lump sum.

EXHIBIT 2 SCHEDULE OF COMPENSATION

A. Allowances

BUILDING PERMIT FEES AND PART II FEES – PAY ITEM NO.G - 3

The Construction Documents will be submitted to the Department of Buildings (DOB) by the Contractor. All required permit submittals and reviews by DCAP, the Mayor's Office of People with Disabilities (MOPD), the Bureau of Fire Prevention (BFP), the Department of Zoning and Land Use Planning and the Board of Underground (BOU) and any required peer reviewers will be the responsibility of the Commissioner. The Contractor will be responsible for providing all customary submittals required by the Board of Underground, all required evidence of contractor licenses and will be responsible for paying all permit fees and obtaining the Building Permit. This allowance will be used only for payment to the Contractor for the CDA OF Chicago DCAP permit fees and Department of Zoning and Land Use Part II fees. The Contractor's payment requests billing for use of this allowance must include all paid invoices, receipts and such documents or data as the CDA may request to process payment.

The Contractor will not be entitled to any remaining balance from this allowance after completion of the project and the remaining balance must be credited back to the CDA. For Contract funding purpose the CDA will add to the Contract Base Bid an allowance of \$10,000.00 to be used for these Building Permit fees, no General Contractor mark-up is allowed on this allowance.

UNPLANNED (CORRECTIVE) TECHNICAL SUPPORT (PARTS ONLY) -PAY ITEM NO.G- 6

Unplanned Technical Support accepted by Commissioner and not covered under 10 year Maintenance Agreement will be billed by Contractor at a marked-up cost not to exceed eight (8%). In the event any individual part or component exceeds \$5,000 in Contractor cost, the Contractor must obtain written authorization from both the Commissioner and Chief Procurement Officer prior to performing the repair. The Contractor must supply a written proposal to the Commissioner requesting such approval which must include documentation to show the Contractor's cost. The CDA approval will be in the form of a letter signed by both the commissioner and Chief Procurement Officer listing the repair and its approved price. The CDA will include a copy of this executed letter in its Purchase Order Release for that work.

The Contractor will not be entitled to any remaining balance from this allowance after completion of the project, and the remaining balance must be credited back to the CDA. For Contracting funding purpose the CDA will add to the Contract Base Bid an allowance of \$300,000 to be used for parts on Unplanned Technical Support.

UNPLANNED (CORRECTIVE) TECHNICAL SUPPORT (LABOR ONLY) – PAY ITEM NO G-7

Labor for repair not covered under the Ten (10) year Maintenance Agreement will be billed at the rate shown in Pay Item G-7. This rate will be fixed for 36 months from the Ten (10) year Maintenance Agreement start date and subject to 3% annual increase thereafter. The Contractor must request this increase in writing to the Commissioner within 30 days of the Maintenance Agreement anniversary each year beginning in the 4th year. Failure to make a timely request will result in the Contractor forfeiting the opportunity for adjustment in that year. Subsequence adjustment in the following year will still be capped at 3%.

EXHIBIT 2 SCHEDULE OF COMPENSATION

Item No	Pay Item	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended
1	G-1	Phase I Design IA, IB, and IC	LS	1	LS	
2	G-2	Phase II Construction	LS	1	LS	
3	G-3	Building Permit Fees and Part II permits.	Allowance	\$10,000	Allowance	\$10,000
4	G-4	Phase II Mobilization not to exceed six Percent (6%) of total Construction contract amount.	LS	1	LS	
5	G-5	Phase III Maintenance for LFAFT, SAFT and Fuel Spill Mock-up Fire Systems.	Year	10		
6	G-6	Unplanned (Corrective) Technical Support – Parts.	Allowance	\$300,000	Allowance	\$300,000
7	G-7	Unplanned (Corrective) Technical Support – Labor.	Hourly	1200		

Total Price (Items 1 thru 7)**\$ _____****NOTES:**

- Pay Item **G-1** will be invoiced based on approval of design deliverables agreed to by the Commissioner.
- Pay Item **G-2** will be invoiced on a monthly basis during construction per the approved Cost Breakdown and General Conditions.
- Pay Item **G-4** will be included in the Construction Cost Breakdown.
- Pay Item **G-5** is to be invoiced on a semi-annual basis as 1/2 of the Unit Cost.

Exhibit 3: Special Conditions for Professional Services MBE & WBE



CITY OF CHICAGO
Department of Procurement Services Jamie L. Rhee, Chief Procurement Officer
 121 North LaSalle Street, Room 403
 Chicago, Illinois 60602-1284
Fax: 312-744-3281

SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES MBE & WBE

SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL SERVICES

I. POLICY AND TERMS

1.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the 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, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
10.1%	.9%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to 2-92-535, the prime contractor may apply to be awarded an additional 0.333 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 mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

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

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"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.

"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 contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" 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 Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"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 pursuant to 2-92-535, that is approved by the City of Chicago and complies with all requirements of 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned 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.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"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 a 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 Owned 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.

1.3. 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:
 - i. 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;
 - ii. 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;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. 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 i, ii, and iii 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:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. 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;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. 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.

1.4. Counting MBE/WBE Participation Toward 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 that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. 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.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. 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.
 - ii. 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.
- c. For Maintenance, installation, repairs or inspection, if the MBE or WBE performs the work itself: 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 and materials 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 (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 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: 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: 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:

- i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
- i. 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; or
 - ii. 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 the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
- i. 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.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c)(i) above).
 - iii. 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 and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for 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.
 - iv. 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.
 - v. 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.

1.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

All bidders will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a sort listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

Direct / Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
 - not imposing any limiting conditions which were not mandatory for all subcontractors;
 - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
 1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 1.5 "**Regulations Governing Reductions to or Waiver of MBE/WBE Goals**") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

1.6. Procedure to Determine Bid Compliance

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:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and 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-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). 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 and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

(5) Application for Approval of Mentor Protégé Agreement

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.

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. 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 subcontractor. 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 (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor 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 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. 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: <https://chicago.mwdbe.com>
- e. 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.
- f. 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 project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.8. Changes to Compliance Plan Permissible

Basis for Change Required

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 Contract Compliance 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.

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

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

Procedure for Requesting Approval

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

- a) The bidder or contractor must notify the Contract Compliance Officer and 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.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) 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 section 5. 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.
- d) 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.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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.

1.9. Non-Compliance and Damages

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.

Payments due to the contractor may be withheld until corrective action is taken.

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.

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.

1.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE.

in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-wave able 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/WBE.

- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. 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.

1.12. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration

500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528
(312) 353-4003

**S.B.A. - Bond Guarantee Program
Surety Bonds**

500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris

S.B.A. - Procurement Assistance

500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago**Department of Procurement
Contract Administration Division**

City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago

Office of Compliance
Attention: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604

General Information, Department of Procurement Services: www.cityofchicago.org

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

**National Minority Suppliers
Development Council, Inc.**

1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

**Chicago Minority Business
Development Council**

1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

Attachment A – Assist Agencies

Alliance of Business Leaders & Entrepreneurs (ABLE)

150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors

c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center

11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773)928-2209
Web: www.american-brotherhood.org

Asian American Institute

4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises

333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United

400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773) 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.

8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce

3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.

105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomssdc.org

Cosmopolitan Chamber of Commerce

203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors

5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry (HACIA)

901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce

855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

<p>Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Web: www.latinamericanchamberofcommerce.com</p> <p>National Association of Women Business Owners Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Web: www.nawbochicago.org</p> <p>Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Web: www.rainbowpush.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Web: www.suburbanblackcontractors.org</p> <p>Uptown Center Hull House 4520 N. Beacon Street Chicago, IL 60640 Phone: (773) 561-3500 Fax: (773) 561-3507 Web: www.hullhouse.org</p> <p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Web: www.wcoeusa.org</p> <p>Women's Business Development Center 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Web: www.wbdc.org</p>	<p>Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Web: www.chicagowomenintrades.org</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (312) 243-5149</p> <p>Illinois Black Chamber of Commerce 331 Fulton Street, Suite 530 Peoria, IL 61602 Phone: (309) 740-4430 Fax: (309) 672-1379 www.ilbcc.org</p> <p>Englewood Black Chamber of Commerce P.O. Box 21453 Chicago, IL 60621</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955- 9508</p> <p>United Neighborhood Organization (UNO) 954 W. Washington Blvd., 3rd Floor Chicago, IL 60607 Phone: (312) 432-6301 Fax: (312) 432-0077 Web: www.uno-online.org</p> <p>National Organization of Minority Engineers 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Web: www.nomeonline.org</p>
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Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE**

CITY) Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due__advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative at Address/Phone within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy
Procurement Officer
Department of
Procurement Services
City of
Chicago 121
North La
Salle Street,
Room 806
Chicago,
Illinois
60602

If you wish to discuss this matter, please contact the undersigned at_____.

Sincerely,

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
 Address of joint venture: _____

 Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
 Name of Firm: _____
 Address: _____
 Phone: _____
 Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
 Name of Firm: _____
 Address: _____
 Phone: _____
 Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE ownership percentage(s) _____

Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the managing partner, if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

X. 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 which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 20____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: _____ Specification No.: _____

From: _____

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, Illinois 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, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

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.

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.

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 President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 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 a duly authorized representative of _____.

(Name of Prime Consultant/Contractor) and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ¹ _____%

Total Participation % _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation

\$ _____

Percentage of Participation %

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:
____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of

MBE/WBE: _____

Address: _____
—

Contact

Person: _____

Phone

Number: _____

Dollar Value of Participation

\$ _____

Percentage of Participation %

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:
____%

Total Participation % _____

2. Name of

MBE/WBE: _____

Address: _____
—

Contact

Person: _____

Phone

Number: _____

Dollar Value of Participation

EXHIBIT 3: SPECIAL CONDITIONS REGARDING (MBE/WBE)

\$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____%

Total Participation % _____

3. Name of

MBE/WBE: _____

Address: _____

—

Contact

Person: _____

Phone

Number: _____

Dollar Value of Participation

\$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____%

Total Participation % _____

4. Name of

MBE/WBE: _____

Address: _____

—

Contact

Person: _____

Phone

Number: _____

Dollar Value of Participation

\$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____%

Total Participation % _____

5. Attach Additional Sheets as Needed

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

EXHIBIT 3: SPECIAL CONDITIONS REGARDING (MBE/WBE)

(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, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, 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:_____

DBE/MBE/WBE UTILIZATION REPORT

NOTICE: THIS REPORT IS NOT TO BE COMPLETED AT THE TIME OF BID OR PROPOSAL SUBMISSION. IF AWARDED A CONTRACT WITH AN APPROVED DBE/MBE/WBE PLAN, THE PRIME CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS REPORT IN ACCORDANCE WITH THE REPORTING REQUIREMENTS STATED IN THE SPECIAL CONDITION REGARDING DISADVANTAGED OR MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT.

Contract Administrator: _____

Specification No.

Phone No. _____

Contract No.

Date of Award:

Utilization Report 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 Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the Contract agreement.

The following Schedule accurately reflects the value of each DBE/MBE/WBE sub-agreement and the amounts of money paid to each to date.

DBE/MBE/WBE Firm Name	Indicate Type of Firm (DBE/MBE/WBE)	Amount of Contract	Amount Paid To-Date
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

Amount Billed to City: \$ _____

Amount Paid to Prime Contractor: \$ _____

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)

Exhibit 4: Economic Disclosure Statement and Affidavit

INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The Bidder shall complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the bid due date, the City will accept a paper EDS provided written justification is provided with the bid explaining the Bidders good faith efforts to complete it before the bid due date and the reasons why it could not be completed.

1.1. *ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING*

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

A Proposer that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected, unless a paper EDS and justification is submitted with the bid as described above. Paper EDS forms may be obtained on the City's website at:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html

1.2. *ONLINE EDS WEB LINK*

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

1.3. *ONLINE EDS NUMBER*

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

EDS Number: _____

1.4. *ONLINE EDS CERTIFICATION OF FILING*

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

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

1.5. *PREPARATION CHECKLIST FOR REGISTRATION*

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

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.

	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. ***PREPARATION CHECKLIST FOR EDS SUBMISSION***

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

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

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

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

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package

- _____
- _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____
- _____ 9. List of subcontractors and retained parties:
- _____ a. Name
- _____ b. Address
- _____ c. Fees – Estimated or paid

1.7. *EDS FREQUENTLY ASKED QUESTIONS*

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

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

Q: What is a person for purposes of the EDS?

A: “Person” means a human being.

Q: Who must submit an EDS?

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

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail

address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

Q: I forgot my password. What should I do?

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

Q: How do I complete an Online EDS?

A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS questions.

Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

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

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago

contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

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

Q: What are the benefits of filing my Economic Disclosure statement electronically?

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

Exhibit 5: Insurance Requirements and Evidence of Insurance

INSURANCE REQUIREMENTS
Chicago Department of Aviation
Large Frame Aircraft Fire Training Simulator
Design, Build and Maintenance Services
For
O'Hare International Airport
Specifications No. 129373

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

A. INSURANCE TO BE PROVIDED – MANUFACTURER – CONTRACTOR

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$ 1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent), and means, methods, techniques, sequences and procedures.

The City of Chicago is to be named as an additional insured under the contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations and if applicable, CG 2037 for after project completion or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as, but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary, without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less \$5,000,000 for airside access and \$2,000,000 for landside with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for airside access and \$1,000,000 for landside with the same terms herein.

4) Professional Liability

When any Design Engineers, Software/Hardware Design Professionals, Training Professionals, Program/Project Manager or other professional consultants perform work or Services in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

5) Valuable Papers

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

B. INSURANCE TO BE PROVIDED - INSTALLATION/CONSTRUCTION CONTRACTOR

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations and CG 2037 for after project completion or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as, but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary, without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for airside access and \$1,000,000 for landside with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. Coverage must include an MCS-90 Endorsement where required by the Motor Carrier Act of 1980 and pollution coverage for loading, unloading and transportation of special and infectious waste; chemical and/or hazardous and radioactive waste. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for airside access and \$1,000,000 for landside with the same terms herein.

4) Professional Liability

When any architects, engineers, or other professional consultants perform work or Services for Construction Contractor in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, upgrades and/or repairs, the Contractor must provide, or cause to be provided, All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: Material stored off-site and in-transit, water including overflow, leakage sewer backup and seepage, damage to adjoining and existing property, debris removal, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown or failure, testing, and extra expense. The City of Chicago is to be named as an additional insured and loss payee.

The Contractors are responsible for all loss or damage to City of Chicago property at full replacement cost.

The Contractors are responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractors.

C. ADDITIONAL REQUIREMENTS

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

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractors.

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

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

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Contractors maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If a Contractor is joint venture or a limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractors must require all subcontractors to provide the insurance required herein, or Contractors may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractors unless otherwise specified in this Contract. Contractors must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

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

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Insurance Certificate of Coverage

Named Insured: _____ Specification #: _____
 Address: _____ RFP: _____
 (Number and Street) Project #: _____
 _____ Contract #: _____
 (City) (State) (ZIP)

--	--

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				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 City of Chicago	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____
--	--

For City use only

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

Exhibit 6: Professional Services Contract (Sample)

Spec. No.: 129373

P.O. No.: _____

Vendor No.: _____

City-Funded

DESIGN/BUILD/MAINTAIN AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF AVIATION**

AND



**RAHM EMANUEL
MAYOR**

**Jamie L. Rhee
Chief Procurement Officer**

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ARTICLE 1. INTRODUCTION

This Contract is entered into as of the _____ day of _____, 20__ ("Effective Date") by and between _____, a _____ corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Aviation ("City"), at Chicago, Illinois.

This Contract is for the provision of services by the Contractor for the design, construction and maintenance of a new large frame aircraft fire simulator and other training components at the existing fire simulator site at the Chicago O'Hare International Airport (the "Project").

The Project has three (3) phases. The design phase (Phase 1) will include all deliverables shown in the Scope of Services attached as Exhibit 1 hereto. Upon completion and approval of the design documents, the construction phase (Phase 2) will commence and must be phased per the requirements in the Scope of Services. Upon substantial completion of the construction phase and after the one (1) year construction warranty, a ten (10) year maintenance period (Phase 3) will begin on the existing Specialized Aircraft Fire Trainer (SAFT), New Large Frame Aircraft Fire Trainer (LFAFT) and Modified Fuel Spill Mock-up Fire System.

This Contract, including all exhibits and attachments hereto, governs all phases of the Project unless otherwise stated herein. Article 4 of this Contract, Terms and Conditions of Professional Services Contracts, shall apply to the design phase (Phase 1) of the Project. Exhibit 7, General Conditions of Construction ("Construction GCs"), shall apply to the construction phase (Phase 2) of the Project only unless provisions of such Construction GCs are otherwise incorporated by reference in Articles 1-8 of this Contract. Article 5 of this Contract, Terms and Conditions for Maintenance Services, shall apply to the maintenance phase (Phase III) of the Project.

"Part One" as referenced in the Construction GCs means Articles 1-8 of this Contract; and "Part Three" as referenced in the Construction GCs means Exhibit 1, Scope of Services.

The Contractor warrants that it is ready, willing and able to perform as of the Effective Date to the full satisfaction of the City.

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

ARTICLE 2. INCORPORATION OF EXHIBITS:

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

- Exhibit 1: Scope of Services
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
- Exhibit 6: Chicago Department of Aviation Construction Safety Manual
- Exhibit 7: General Conditions for Construction
- Exhibit 8: Cook County Prevailing Wage For July 2015
- Exhibit 9: Contractors Performance & Payment Bond

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"**Addendum**" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"**Airports**" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

"**Attachments**" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"**Bid**" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"**Bidder**" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"**Bid Opening Date**" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"**Bid Documents**" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"**Business Day**" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"**Calendar Day**" means all calendar days in accordance with the world-wide accepted calendar.

"**Chief Procurement Officer**" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**City**" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"**Commissioner**" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"**Contact Person**" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"**Contract**" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Force Majeure Event" means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" or "Work" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence – Design/Build

The order of precedence of the component contract parts will be as follows:

- Standard Terms and Conditions
- Terms and Conditions for Professional Services Contracts (for Phase I)
- General Conditions of Construction (for Phase II)
- Terms and Conditions for Maintenance Services (for Phase III)
- Detailed Specifications / Scope
- Addenda, if any
- Plans or drawings, if any
- Standard specifications or terms of the City, State, or Federal Government
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Invitation to bid and proposal (bid) pages, if applicable
- Performance Bond, if required
- Bid Deposit, if required

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

3.1.3.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such

attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its 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 and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor 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. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

3.1.4.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

3.1.4.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

3.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal

page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

3.1.4.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights

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 deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

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 the Contractor of that occurrence and this Contract shall 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 the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Participation By Other Government Agencies

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

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

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

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

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

3.1.6. Indemnity

The Contractor agrees to protect, defend, indemnify, and hold the City, the Commissioner, and their respective officers, officials, representatives, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract except as otherwise provided in 740 ILCS 35. The indemnification provided herein will be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the City, including but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract.

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

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the Work or allege negligence on the part of the Indemnified Parties. The City will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Contractor of its obligations hereunder.

"Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by Contractor, its 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 the same be owned, furnished, or loaned by the indemnified Parties.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder and to

give the Indemnified Parties authority, information, and assistance for the defense of any claim or action.

3.1.7. Non-Liability of Public Officials

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

3.1.8. Contract Extension Option

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

Contractor is required also to inform subcontractor each time an invoice is submitted to the City that includes work for which Contractor has been billed by the subcontractor.

3.2.1.3. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf. The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.4. 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 price lists/catalogs, purchase orders, releases and invoices. 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 CPO 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 CPO, 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 CPO 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.

3.2.1.5. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

3.2.1.6. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.7.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.2.2. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. 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, or compatible structure that can be uploaded into C2 or City's current system, on or before the fifteenth (15th) day of each month. For purposes of this Contract, all subsequent references to C2 shall mean C2, or the City's current system, or a compatible structure that can be uploaded into C2 or City's current system, unless the context provides otherwise.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

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

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

3.2.3.2. Payment to Subcontractors Within Seven Days

The Contractor must make payment to its Subcontractors within 7 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the

Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.3.2.1. 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:

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.

3.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.6 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.

3.2.3.3. 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.

3.2.3.4. Action by the City

Upon receipt of a 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:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

3.2.3.5. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

3.3. Compliance With All Laws

3.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

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 also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Non-Discrimination

3.3.2.1. Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

3.3.2.2. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 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, 445 Ill. Admin. Code 750 Appendix A.

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.

3.3.2.3. 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.

3.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD)

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs 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 deems appropriate.

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

"Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in MCC Sect. 2-92-586.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Construction project" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"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 costs is to be paid from funds belonging to or administered by the City.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

3.3.2.5. 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 bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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.

3.3.3. Wages

3.3.3.1. 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 regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order is \$13.00 per hour. The Minimum Wage must be paid to:

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

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors 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 employees 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 employees 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 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.

3.3.3.2. Living Wage Ordinance

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

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2015 the Base Wage is \$12.93. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

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

3.3.3.3. 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.

3.3.4. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

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.

3.3.4.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

3.3.4.3. Federal Terrorist (No-Business) List

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 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.

3.3.4.4. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will 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. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.4.5. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

3.3.5. Restrictions on Business Dealings

3.3.5.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

3.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any

combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

3.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract 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 section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.7. Other City Ordinances and Policies

3.3.7.1. False Statements

False statements made in connection with this Contract, 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 Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010).

3.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the DOT.

3.3.7.3. 2014 Hiring Plan Prohibitions

- A. 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.
- B. 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.
- C. 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.

- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C 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.

3.3.7.4. Inspector General and Legislative Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.7.5. 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).

3.3.7.6. Electronic Mail Communication

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

3.3.7.7. 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.

3.3.8. Compliance with Environmental Laws and Related Matters

3.3.8.1. Definitions

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

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental

Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.8.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.8.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.8.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.8.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.8.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.8. Environmental Claims and Related Matters

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department . Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.9. Preference for Recycled Materials

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor 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.

3.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

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 CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

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.

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.

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

- A. Contractor's Request: In the event of any dispute between the Contractor and the Commissioner which the Contractor and the Commissioner have attempted, but been unable, to resolve including without limitation changes, time extensions, claims, allowable costs or any other issues of fact or Contract interpretation based upon, relating to, or arising under the Contract, a request for resolution must be submitted to the City Chief Procurement Officer by the Contractor for final determination; however, the default or termination of the Contractor are not matters that may be disputed

under this provision of the Contract. The Contractor's failure to submit the dispute within thirty (30) days of final decision of the Commissioner is a waiver of the dispute. The Chief Procurement Officer may consider issues of Contract interpretation in connection with decisions to be made in resolving disputes.

- B. Request Requirements: Requests for resolution of disputes must be made by the Contractor in writing, specifically referencing this section, and include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Contractor and Commissioner; 3) the facts underlying the dispute; 4) reference to the applicable provision of the Contract by page and section; 5) the identity of any other parties believed to be necessary to the resolution of the dispute; 6) all documentation which describes and relates to the dispute and 7) if applicable, a statement explaining why the Contractor believes that prior to rendering a final decision, the Chief Procurement Officer should meet with the Contractor, Commissioner's representative or any other parties believed to be necessary to the resolution of the dispute. Copies of the request for resolution of the dispute must promptly be provided to the Commissioner on the same day it is given to the Chief Procurement Officer. In addition, any correspondence that relates to the Dispute, which the Contractor provides to the Chief Procurement Officer, must be copied to the Commissioner. The Commissioner shall have thirty (30) days to respond in writing to the Contractor's submission by supplementing the Contractor's submission or to provide its own submission to the Chief Procurement Officer and Contractor. However, the Commissioner may request and the Chief Procurement Officer may allow an additional period of time to respond. Failure by the Commissioner to respond shall not be deemed to be an admission of any allegations made in the request for dispute resolution, but may be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any, at this stage of the dispute. The Chief Procurement Officer's decision may thereafter be reached in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable by the Chief Procurement Officer.
- C. Chief Procurement Officer's Decision: The Chief Procurement Officer's final decision shall be rendered in writing no more than thirty-five (35) days after receipt of the response of the Commissioner was filed or was due unless the Chief Procurement Officer notifies the Contractor and Commissioner before the end of the thirty-five (35) day period that an additional period, not to exceed thirty (30) days, is needed for the Chief Procurement Officer to respond. The Chief Procurement Officer's decision shall be conclusive, final, and binding on all parties unless a judicial determination is sought in accordance with the provisions set forth below.
- D. Implementation of Decision: The Chief Procurement Officer's final decision shall be implemented through a Contract Modification which shall be made a part of the Contract with or without the signature of the Contractor if the Contractor refuses to sign the Contract Modification.
- E. Contractor's Remedy: If either the Contractor or Commissioner does not agree with the decision of the Chief Procurement Officer, the sole and exclusive remedy is judicial review by a common law writ of certiorari. Unless such review is sought within thirty-five (35) days of receipt of the Chief Procurement Officer's decision, all right to seek judicial review is waived.

- F. **Contractor's Performance of Work:** The Contractor may not withhold performance of and must prosecute any Work required by the Commissioner during the dispute resolution period, including judicial resolution. The Contractor must prosecute all of its Work including any disputed Work with the same diligence and effort as if no dispute existed. The Chief Procurement Officer's written determination must be complied with pending final resolution, including judicial resolution of the dispute. Neither the Chief Procurement Officer's determination, nor the actions of the Contractor or the Commissioner in connection therewith, nor the continued performance by either party, shall constitute an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.

- G. **Administrative Appeal of Dispute:** The Contractor must follow the procedures set out in this Section 3.4, "Contract Disputes", and receive the Chief Procurement Officer's final decision as a condition precedent to filing a judicial review of the decision.

3.5. Changes in the Work

Article X of the General Conditions of Construction, attached hereto as Exhibit 6, is incorporated herein by reference.

3.6. Events of Default and Termination

3.6.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the

event of a default under this Contract the City may also declare a default under any such other agreements.

- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.6.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.6.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.6.4. Non-Exclusivity 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 later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

3.6.5. City Reservation of Rights

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

3.6.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

3.7. Department-specific Requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

3.7.1. Department of Aviation Standard Requirements

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

3.7.1.1. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.7.1.2. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

3.7.1.3. Airport Security Badges

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.

- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.7.1.4. General Requirements Regarding Airport Operations

3.7.1.4.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

3.7.1.4.2. Interruption of Airport Operations

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

3.7.1.4.3. Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

3.7.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

3.7.1.4.5. Parking Restrictions

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

3.7.2. Emergency Management and Communications (OEMC) Security Requirements

3.7.2.1. Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the

Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

3.7.2.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to an Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

3.7.2.3. Security Badges and Vehicle Permits

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.7.2.4. Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.7.2.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious

materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

3.7.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.7.4. Department of Water Management ("DOWM") Security Requirements

3.7.4.1. Identification of Workers and Vehicles

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.7.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or

the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

3.7.4.3. Security Badges and Vehicle Permits

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

3.7.4.4. Gates and Fences

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.7.4.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

ARTICLE 4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

4.1. Providing Services

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

If indicated in the Scope or Detailed Specifications, Services will be determined on an as-needed basis and as described on a Task Order Services Request ("TOSR") (which process is described in the Scope or Detailed Specifications). Only if the Contractor has successfully been awarded a Task Order will it then receive a Purchase Order (a.k.a. purchase order release, blanket order release, or sub-order) authorizing the Contractor to perform Services. Purchase Orders will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

4.2. Standard of Performance

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

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

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

4.3. Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

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

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

4.4. Additional Services

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. Timeliness of Performance

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

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

4.6. Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contract upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within any one year of this Contract. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under the "Standard Terms and Conditions."

4.7. Personnel

4.7.1. Adequate Staffing

Contractor must, 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 that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also

from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

4.7.2. Key Personnel

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages

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

4.8. Ownership of Documents

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

4.9. Copyright Ownership and other Intellectual Property

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

4.9.1. Patents

If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

4.9.2. Indemnity

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

4.9.3. Limitation of Liability

Contractor will have no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Contractor pursuant to this Contract for any project or purpose other than the project or purpose for which they were prepared.

4.10. Approvals

Whenever Contractor is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

4.11. Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Contract is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own operations in connection with the services, uninterrupted provision of services during any transition period and must otherwise comply with the reasonable requests and requirements of the City in connection with the termination or expiration.

4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility

standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

4.13. Reimbursement for Travel

In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will be reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>. The direct link is: http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf.

ARTICLE 5. TERMS AND CONDITIONS FOR MAINTENANCE SERVICES

5.1. The Services

5.1.1. Scope of Maintenance Services

The maintenance Services in Phase III of the Project are described in the Scope of Work and Detailed Specifications article of this agreement and Exhibit 1 hereto.

Unless otherwise noted, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to perform the maintenance Services in accordance with the requirements of this Contract.

5.1.2. Estimated Quantities/Level of Service

Any quantities or level of usage shown herein are estimated for the initial Contract term. The City reserves the right to increase or decrease the quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the City to contract for any Services other than those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such Services as are from time to time requested, performed, and issued via a Purchase Order release directly by the City.

5.1.3. Unspecified Services

Any service not specifically included in the Scope of Work and Detailed Specifications article may be added to this Contract if it falls within the same general category of Services already specified in the Contract. Pursuant to MCC Section 2-92-646, the lifetime, aggregate value of the City's purchase of any Services added to this Contract must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the services which are necessary and request a written price proposal for the addition of the services to this Contract under the same terms and conditions of the original Contract, then forward the documents to the CPO. Such services may be added to the Contract only if the prices are competitive with current market prices and said services are approved by the CPO in writing. The CPO reserves the right to seek competitive pricing information on said services from other vendors and to solicit such services in a manner that serves the best interest of the City.

Any such services provided by the Contractor, without a written approval signed by the CPO, are done so entirely at the Contractor's risk. Consequently, in the event that such addition to the Contract is not approved by the CPO, the Contractor hereby releases the City from any liability whatsoever to pay for any services provided prior to the Contractor's receipt of the fully signed modification.

5.2. Performance of the Services

5.2.1. Standard of Performance

Section 4.2 is incorporated by reference herein.

5.2.2. Standard Working Hours

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

5.2.3. Character of Workers

The Contractor must employ only competent and efficient workers and whenever, in the opinion of the City, any such worker is careless, incompetent, violates safety or security rules, obstructs the progress of the work or services to be performed under this Contract, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the City, discharge or otherwise remove such worker from the work or services to be performed under this Contract and must not use such worker again, except with the written consent of the City. The Contractor must not permit any person to work upon the work or services to be performed under this Contract or enter into any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

5.2.4. Quality of Materials and Inspection

The City will have a right to inspect any material to be used in performance of the Services for this Contract.

The City is not responsible for the availability of any materials or equipment required under this Contract.

The Contractor is responsible for the meeting the contractual obligations and standards regarding the quality of all materials, components, or services performed under this Contract up to the time of final acceptance by the City.

Non-compliant materials, components, or Services may be rejected by the CPO and must be replaced or re-performed by the Contractor at no cost to the City.

The City shall provide written notice to the Contractor indicating the time period in which Contractor must, at its sole expense, remove from City premises, any materials or components rejected by the City.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming goods within seven business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

5.2.5. Manufacturer's Warranty and Product Information

If in performance of the Services, the Contractor provides any goods, the Contractor must have, and must demonstrate upon request, that it has authorization to transfer product warranties to the City of Chicago. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the products to be provided under this Contract. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the goods provided under this Contract in accordance with the standard warranty regularly supplied.

5.2.6. Contractor's Warranties

If in performance of the Services, the Contractor provides any goods, the Contractor warrants that the title to the goods to be provided under this Contract is good and its transfer is rightful, and that the goods will be delivered free from any security interest or other encumbrance of which Contractor has not informed the City.

The Contractor expressly warrants that all goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date they are ordered. In addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Contractor also warrants that, except where the goods are produced pursuant to detailed designs furnished by the City, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to City, its successors, assigns, customers, and to users of the goods.

At a minimum, the Contractor hereby warrants for a period of at least one year from the date that the Services are performed during the maintenance Phase III of the Project, that it will, at its own expense and without any cost to the City, replace all defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

For any construction work included in the Services, the Contractor's Warranty means the Contractor's representation as to the character and quality of the Services in accordance with the terms and conditions of the Contract Documents, and the Contractor's promise to repair and replace the work not in conformance with such representations. Without limiting the scope or duration of any Manufacturer's Warranty provided for specific parts of the work, all work furnished under this Contract is guaranteed by Contractor against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract Documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date the Services are performed during the maintenance Phase III of the Project.

However, if at any time beyond the one-year Contractor's Warranty period, a latent defect in the work is discovered, the Contractor shall be responsible for re-performance, payment of damages, or such other remedy as deemed appropriate by the City.

5.2.6.1. Correction or Re-Performance of Services

If the Contractor has failed to properly perform the Services, upon direction in writing from the Commissioner, Contractor will promptly re-perform or correct all work or Services identified to be defective or as failing to conform to the standards set forth in the Contract Documents, whether observed before or after completion of the Services. The Contractor is responsible for all costs of correcting such defective or nonconforming Services, including costs associated with fixing any damages, re-performing the Services, and any costs required due to Contractor's inadequate performance.

5.2.6.2. Timeliness

The Contractor must provide the Services in the time-frame required in the Detailed Specifications. If Contractor's response and/or completion time for performance of the Services fails to meet this standard, the CPO may declare the Contractor in default.

5.2.6.3. Delay

If the City has caused the Contractor be obstructed or delayed in the commencement, prosecution or completion of the Services by any act or delay of the City or by order of the Commissioner, then the time herein fixed for the completion of said Services will be extended for an equivalent period of time.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and CPO in writing, stating the approximate expected duration of delay. Contractor shall not be entitled to an extension of time without such prior notification and request for extension.

The CPO and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Commissioner and CPO, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

5.2.7. Public Convenience

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Contractor is responsible for conducting Services in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

5.2.8. Clean Up

The Contractor must, during the performance of Services, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

5.2.9. Work Performed on City Property

Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of Services required under this Contract.

The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the Services, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the premises and will not employ such employee again for the Services under this Contract, except with the written consent of the Commissioner.

The Contractor will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any Services to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

If required by the Detailed Specifications, the Contractor's employees or subcontractors are required to wear suitable uniforms during the time they are on duty on any City property.

The Contractor's employees or subcontractors must wear an identification badge at all times while on duty on any City property.

The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

5.2.10. Work In Progress

Any Services in progress at the termination date of the Contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor be relieved of its obligations under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Commissioner.

ARTICLE 6. SCOPE OF WORK AND DETAILED SPECIFICATIONS

6.1. Scope of Services

This Contract is for _____.

More specifically, the Services that Consultant must provide are described in **Exhibit 1**, "Scope of Services and Time Limits for Performance."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

6.2. List of Key Personnel

Key Personnel are (or are listed in) _____.

6.3. Term of Performance

This Contract takes effect as of the Effective Date and continues for _____ months, unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

6.4. Payment

6.4.1. Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached **Exhibit 2** for the completion of the Services in accordance with this Contract.

6.4.2. Method of Payment

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

6.4.3. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices
City of Chicago, Office of the City Comptroller
121 N. LaSalle St., Room 700, City Hall
Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)

- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

Contractor must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

6.4.4. Criteria for payment

The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

6.5. Funding

The source of funds for payments under this Contract is Fund number 2013-0582-085-2015-8000-H800005E. Payments under this Agreement must not exceed \$_____ without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

6.6. Performance and Payment Bond

A Performance and Payment Bond is required for this contract.

The successful Bidder or Bidders must, within seven calendar days of receipt of written notice from the City, furnish a Performance and Payment Bond in the amount of 100% of the contract value for the design (Phase I) and construction (Phase II) phases. The Bond must be on the Contractor's Performance and Payment Bond form, a specimen which is attached as Exhibit 9, issued by a surety that is satisfactory to the CPO and the City Comptroller, and comply with the provisions of 30 ILCS 550/1 et seq. and MCC Section 2-92-030.

6.7. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at:

<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

6.8. Illinois Prevailing Wage Act/Davis-Bacon Act

This Contract calls for the construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). If this Contract is not federally funded, the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations and pay such applicable prevailing wage rates. Please refer to: <http://www.wdol.gov> for wage rates and more information. Additional or more detailed requirements may be set forth in another section of this Contract (see Table of Contents).

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.

6.9. Clean Diesel Fleet (MCC 2-92-595)

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:

- A. Contractor must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.
- B. 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.
- C. 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.
- D. 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.
- E. 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 2.1 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 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).

F. 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 anti-idling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of 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.

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.

6.10. City and Project Area Resident Requirements

If the funding under this contract is \$100,000 or more, Contractor and all subcontractors that perform work on the site where work undertaken pursuant to this contract shall comply with the minimum percentage of total worker hours performed by city residents of the City of Chicago and project area residents as specified in § 2-92-330 of the Municipal Code, unless otherwise prohibited by law. 7.5% of the total work hours must be performed by project area residents and 50% of the total work hours must be performed by city residents unless the Chief Procurement Officer determines otherwise. Work hours performed by project area residents are counted as work hours performed by city residents for purposes of calculating the minimum work hour percentage required to be performed by city residents. In addition to complying with this requirement, Contractor and all Subcontractors must make good faith efforts to utilize eligible residents of the City of Chicago in both unskilled and skilled labor positions.

"City residents" means persons domiciled within the city.

"Project area residents" means persons domiciled within that part of the city designated as the project area in the information for bidders issued by the Department of Procurement Services.

"Domicile" means an individual's one and only true, fixed and permanent home and principal establishment.

"Eligible residents" means city residents and project area residents.

The contractor shall provide for the maintenance of adequate employee residency records to ensure that eligible residents are employed on the project. The contractor and subcontractors shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted weekly to the Commissioner of the supervising department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Full access to the contractor's and subcontractors' employment record shall be granted to the Chief Procurement Officer, the Commissioner of the supervising department, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

At the direction of the supervising department, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the contractor to provide utilization of eligible residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by eligible residents.

When work is completed, in the event that the City has determined that the contractor failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by eligible residents or has failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the approved contract value for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll date may subject the contractor or subcontractors or employee to prosecution. Any retainage to cover contract performance that may become due to the contractor pursuant to § 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination whether the contractor must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this contract.

6.11. Authorized Dealer

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, all parts required for the Project. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the City of Chicago.



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
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Chicago, Illinois 60602-1284
Fax: 312-744-3281

MBE & WBE SPECIAL CONDITIONS FOR CONSTRUCTION CONTRACTS

ARTICLE 7. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS

7.1. 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 24% Minority Owned Business Enterprise participation and 4% Women Owned Business Enterprise participation. The City has set goals of 24% and 4% 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 2-92-535, the prime contractor may be awarded an additional 0.333 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 M.B.E.s or W.B.E.s, or combination thereof, that have entered into a mentor agreement with the contractor. This 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.

7.2. 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: 10.1%

WBE Contract Specific Goal: .9%

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.

Pursuant to 2-92-535, the prime contractor may be awarded an additional 0.333 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 M.B.E.s or W.B.E.s, or combination thereof, that have entered into a mentor agreement with the contractor. This 5% may be applied to the contract specific goals, or it may be in addition to the contract specific goals.

7.3. Contract Specific Goals and Contract Modifications

- A. 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.
- i. 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.
 - ii. 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.
- B. 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.

7.4. 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" 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.

"Executive Director" means the executive director of the Office of Compliance or his or her designee.

"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 pursuant to 2-92-535, that is approved by the City of Chicago and complies with all requirements of 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.

7.5. 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.

7.6. Counting MBE/WBE Participation Toward 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.

7.7. 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.

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.

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.

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 (15th) 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 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th 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.

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.

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.

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.

7.14. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:
<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier
- Schedule D: Compliance Plan Regarding MBE/WBE Utilization
- Schedule F: Report of Subcontractor for Construction Contracts
- Schedule H: Documentation of Good Faith Efforts to Utilize MBEs and WBEs on Construction Contract
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- Exhibit B: Pay period Canvass Report
- Exhibit C: Payroll Canvass Report Survey
- Affidavit of Uncompleted Work

Attachment A – Assist Agencies Rev. 05/15/2015

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.

51st Street Business Association 220 E. 51st Street
Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: alexisbivens@yahoo.com
51stStreetWeekly.com

Asian American Institute 4753 N. Broadway St. Suite 502
Chicago, IL 60640 Phone: 773-271-0899 Fax: 773-271-1982 Email: kfernica@aachicago.org Web: www.aachicago.org

Black Contractors United 12000 S. Marshfield Ave.
Calumet Park, IL 60827 Phone: 708-275-4622 Fax: 708-389-5735 Email: alvis@blackcontractorsunited.com Web: www.blackcontractorsunited.com

Chicago Area Gay & Lesbian Chamber of Commerce 3179 N. Clark St. Chicago, IL 60657
Phone: 773-303-0167 Fax: 773-303-0168 Email: info@glchamber.org Web: www.glchamber.org

Chicago Urban League 4510 S. Michigan Ave.
Chicago, IL 60653 Phone: 773-285-5800 Fax: 773-285-7772 Email: president@thechicagourbanleague.org
Web: www.cul-chicago.org

Coalition for United Community Labor Force 1253
W. 63rd Street Chicago, IL 60636 Phone: 312-243-5149
Email: johnrev.hatchett@comcast.net

Cosmopolitan Chamber of Commerce 30 E. Adams
Suite 1050 Chicago, IL 60603 Phone: 312-499-0611
Fax: 312-701-0095 Email: ccarey@cosmococ.org Web: www.cosmochamber.org

Eighteenth Street Development Corporation 1843 S.
Carpenter Chicago, IL. 60608 Phone: 312-733-2287
aesparza@eighteenthstreet.org
www.eighteenthstreet.org

Greater Englewood Community Development Corp.
6957 S. Halsted Chicago, IL 60621 Phone: 773-891-1310
Email: gfulton@greaterenglewoodcdc.org
www.greaterenglewoodcdc.org

Hispanic American Construction Industry Association (HACIA) 650 W. Lake St. Chicago, IL 60661
Phone: 312-575-0389 Fax: 312-575-0544 Email: info@haciaworks.org Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce 855 W.
Adams, Suite 100 Chicago, IL 60607 Phone: 312-425-9500
Fax: 312-425-9510 Email: oduque@ihccbusiness.net Web: www.ihccbusiness.net

National Association of Women Business Owners
3332 W. Foster #121 Chicago, IL 60625 Phone: 312-224-2605
Fax: 847-679-6291 Email: info@nawbochicago.org Web: www.nawbochicago.org

Rainbow/PUSH Coalition International Trade Bureau
930 E. 50th Street Chicago, IL 60615 Phone: 773-373-3366
Fax: 773-373-3571 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org

Asian American Business Expo 207 E. Ohio St. Suite 218
Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388
Email: Janny@AsianAmericanBusinessExpo.org

Association of Asian Construction Enterprises 333
N. Ogden Avenue Chicago, IL 60607 Phone: 847-525-9693
Email: nakmancorp@aol.com

Chatham Business Association Small Business Development, Inc. 800 E. 78th Street Chicago, IL 60619
Phone: 773-994-5006 Fax: 773-994-9871 Email: melindakelly@cbaworks.org Web: www.cbaworks.org

Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233
Phone: 312-755-8880 Fax: 312-755-8890 Email: pbarreda@chicagomsgdc.org Web: www.chicagomsgdc.org

Chicago Women in Trades (CWIT) 2444 W. 16th Street
Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599
Email: cwitinfo@cwit2.org Web: www.chicagowomenintrades.org

Contractor Advisors Business Development 1507 E. 53rd
Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301
Email: sfstantley@contractoradvisors.us Web: www.contractoradvisors.us

Developing Communities Project, Inc. 212 East 95th Street
Chicago, Illinois 60619 Phone: 773-928-2500 Fax: 773-928-2513
Email: thightower@dcpcchicago.org Web: www.dcpchicago.org

Federation of Women Contractors 5650 S. Archer Avenue
Chicago, IL 60638 Phone: 312-360-1122 Fax: 312-360-0239
Email: fwcchicago@aol.com Web: www.fwcchicago.com

Greater Pilsen Economic Development Assoc. 1801 S. Ashland
Chicago, IL 60608 Phone: 312-520-2745 Email: soultry@sbcglobal.net
Web: www.greaterpilsen.org

Illinois Black Chamber of Commerce 331 Fulton Street
Suite 530 Chicago, Illinois 60602 Phone: 309-740-4430
Email: LarryIvory@IllinoisBlackChamber.org
www.illinoisblackchamberofcommerce.org

Latin American Chamber of Commerce 3512 W. Fullerton
Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065
Email: d.lorenzopadron@latinamericanchamberofcommerce.com
Web: www.latinamericanchamberofcommerce.com

National Organization of Minority Engineers 33 W. Monroe
Suite 1505 Chicago, IL 60603 Phone: 312-425-9560
Fax: 312-425-9564 Email: shandy@infrastructure-eng.com
Web: www.nomeonline.org

South Shore Chamber, Incorporated Black United Funds
Bldg. 1750 E. 71st Street Chicago, IL 60649-2000
Phone: 773-955-9508 Email: sshorchamber@sbcglobal.net
Web: www.southshorechamberinc.org

The Monroe Foundation

1547 South Wolf Road
Hillside, Illinois 60162
Phone: 773-315-9720
Fax: 708-449-1976
Email: omonroe@themonroefoundation.org
Web: www.themonroefoundation.org

US Minority Contractors Association, Inc. 1250
Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-
852-5010 Fax: 847-382-1787 Email:
larry.bullock@usminoritycontractors.org Web:
USMinorityContractors.org

**Women Construction Owners & Executives
(WCOE)** Chicago Caucus 308 Circle Avenue Forest
Park, IL 60130 Phone: 708-366-1250 Fax: 708-366-
5418 Email: mkm@mkmservices.com

The Resurrection Project 1818 S. Paulina Street
Chicago, IL 60608 Phone: 312-763-3228 Email:
asoto@resurrectionproject.org Web:
www.resurrectionproject.org

Women's Business Development Center 8 S.
Michigan Ave., Suite 400 Chicago, IL 60603 Phone:
312-853-3477 Fax: 312-853-0145 Email:
fcurry@wbdc.org Web: www.wbdc.org

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/ Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative	at	Address/Phone
--------------------------------	----	---------------

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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: _____

Revised 07/27/04

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:

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:

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)

Schedule C: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier



SCHEDULE C
MBE/WBE Letter of Intent to
Perform as a Subcontractor to the Prime Contractor

**FOR
 CONSTRUCTION
 PROJECTS ONLY**

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 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%: \$ _____

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%: \$ _____

Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

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.

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 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
2nd Tier Subcontractor to the Prime Contractor

Project Name: _____ Specification _____
 No.: _____
 From: _____
 (Name of MBE/WBE Firm)
 To: _____
 (Name of 1st 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 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%: \$ _____

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%: \$ _____

Schedule C: MBE/WBE Letter of Intent to Perform as a 2nd Tier Sub to the Prime Contractor

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.

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 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.

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>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
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		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

<u>Name of WBE</u>	<u>Type of Work to be Performed in accordance with Schedule Cs</u>	<u>Total WBE Participation in dollars</u>	<u>WBE Participation in percentage</u>	<u>Mentor Protégé Program Credit Claimed</u>	<u>Total WBE Participation in percentage</u>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
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		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

Check here if the following is applicable: The Prime Contractor intends to enter into mentor protégé agreements with certain MBEs/WBEs listed above as indicated by entries in the "Mentor Protégé Program Credit Claimed" column. Copies of each proposed mentoring program, executed by authorized representatives of the Prime Contractor and respective subcontractor, are attached to this Schedule D. The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Total MBE Participation \$ _____

Total MBE Participation % (including any Mentor Protégé Program credit) _____

Total WBE Participation \$ _____

Total WBE Participation % (including any Mentor Protégé Program credit) _____

Total Bid \$ _____

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(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)
of: _____

State

of: _____
(Signature)

County

(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)

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: _____

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.

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.

___ Made efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

Describe assistance efforts.

___ 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.

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)

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)

EXHIBIT A
ANTICIPATED WORKFORCE PROJECTION FORM
AFFIRMATIVE ACTION EMPLOYMENT PROGRAM AND LOCAL EMPLOYMENT PROGRAM

DATE OF SUBMITTAL: _____

TRADE OR WORK CLASS

KEY: J - JOURNEYMAN
 L - LABORER
 A - APPRENTICE
 EMPL - EMPLOYED
 RES - RESIDENT

ETHNIC CLASS

B - BLACK
 H - HISPANIC
 A - ASIAN
 NA - NATIVE AMERICAN
 O - OTHER

DATE: _____

NAME OF FIRM: _____

SIGNATURE: _____

SPECIFICATION NO.: _____

NAME OF PROJECT: _____

TRADE OR WORK CLASS	EST. DATES OF EMPL. FROM-TO	WAGE RATE	NO. OF EMPL.	ETHNIC CLASS	MALE		FEMALE		CHICAGO RESIDENTS		PROJECTED NEW HIRES	
					TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL

Indicate above the number of employees, permanent, temporary or otherwise for each of the categories anticipated to be hired during the term of this contract and the date(s) for which the employee(s) are expected to be hired.

The developer or contractor shall submit this form with copies of W4's within five (5) working days after award of contract to the Attention of: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602.

**EXHIBIT C
PAYROLL CANVASS SURVEY REPORT**

Contractor:										
Project Title:										
Specification #:							Total Potential Damages	EEO		
Award Amount:								Residency		
Contractor	Journeyworker			Apprentice			Laborer			Chicago Residents
	Total	Minority	Female	Total	Minority	Female	Total	Minority	Female	
TOTALS										

	Journeyworker		Apprentice		Laborer		Chicago Residents
	Minority	Female	Minority	Female	Minority	Female	
GOALS							
ACHIEVED							
DEFICIENCY							
Damages							

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 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 OF 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					
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 this _____ day of _____ 20__ .
 Signed _____
 Company _____
 Address _____
 My commission expires _____

ARTICLE 8. INSURANCE REQUIREMENTS

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

8.1. Insurance to be Provided – Manufacturer - Contractor

8.1.1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$ 1,000,000 each accident, illness or disease.

8.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent), and means, methods, techniques, sequences and procedures.

The City of Chicago is to be named as an additional insured under the contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations and if applicable, CG 2037 for after project completion or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as, but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary, without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less \$5,000,000 for airside access and \$2,000,000 for landside with the same terms herein.

8.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for airside access and \$1,000,000 for landside with the same terms herein.

8.1.4. Professional Liability

When any Design Engineers, Software/Hardware Design Professionals, Training Professionals, Program/Project Manager or other professional consultants perform work or Services in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

8.1.5. Valuable Papers

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

8.2. Insurance to be Provided – Installation/Construction Contractor

8.2.1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$ 1,000,000 each accident, illness or disease.

8.2.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and

operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations and CG 2037 for after project completion or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as, but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary, without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for airside access and \$1,000,000 for landside with the same terms herein.

8.2.3. Automotive Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. Coverage must include an MCS-90 Endorsement where required by the Motor Carrier Act of 1980 and pollution coverage for loading, unloading and transportation of special and infectious waste; chemical and/or hazardous and radioactive waste. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for airside access and \$1,000,000 for landside with the same terms herein.

8.2.4. Professional Liability

When any architects, engineers, or other professional consultants perform work or Services for Construction Contractor in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8.2.5. Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, upgrades and/or repairs, the Contractor must provide, or cause to be provided, All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: Material stored off-site and in-transit, water including overflow, leakage sewer backup and seepage, damage to adjoining and existing property, debris removal, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown or failure, testing, and extra expense. The City of Chicago is to be named as an additional insured and loss payee.

The Contractors are responsible for all loss or damage to City of Chicago property at full replacement cost.

The Contractors are responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractors.

8.3. Additional Requirements

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

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractors.

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

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

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Contractors maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If a Contractor is joint venture or a limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractors must require all subcontractors to provide the insurance required herein, or Contractors may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractors unless otherwise specified in this Contract. Contractors must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

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

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

EXHIBIT 1: SCOPE OF SERVICES
PLACEHOLDER PAGE

EXHIBIT 2: COMPENSATION
PLACEHOLDER PAG

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE
PLACEHOLDER PAGE

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)
PLACEHOLDER PAGE

EXHIBIT 5: MBE / WBE COMPLIANCE PLAN FOR CONSTRUCTION CONTRACTS
PLACEHOLDER PAGE

EXHIBIT 6: CONSTRUCTION MANUAL
PLACEHOLDER PAGE

EXHIBIT 7: GENERAL CONDITIONS FOR CONSTRUCTION
PLACEHOLDER PAGE

EXHIBIT 8: COOK COUNTY PREVAILING WAGE FOR JULY 2015
PLACEHOLDER PAGE

EXHIBIT 9: CONTRACTORS PERFORMANCE & PAYMENT BOND
PLACEHOLDER PAGE

Exhibit 7: Project Reference Form

Respondent must provide comprehensive information for at least three (3) projects of similar type, scope and magnitude as required pursuant to this RFP. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Personnel involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified. Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Project Description:

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Respondent's Involvement in Project:

Dollar Value of Project and Your Firm's Contract Value: _____

Key Personnel Involved and Role in Project: _____

Client References (provide three):

Name: _____ Title: _____ Address: _____
 E-Mail: _____ Telephone: _____

Name: _____ Title: _____ Address: _____
 E-Mail: _____ Telephone: _____

Name: _____ Title: _____ Address: _____
 E-Mail: _____ Telephone: _____

EXHIBIT 8: Existing ARFF Training Area Record Documents

Below is how to access ARFF Training Area As-Built Information.

Type in <http://pw.ohare.com> in browser

Open location box and click on Drawing Repository.

Type in Username: EARFFTA

Password: Password1

Custom Folders/Personal Folders/Files (click on the Files Folder for access)

Exhibit 9: Chicago Department of Aviation Construction Safety Manual

2015 CONSTRUCTION SAFETY MANUAL



RAHM EMANUEL
Mayor
City of Chicago



MICHAEL D. BOLAND
Acting Commissioner
Chicago Department of Aviation

DISCLAIMER NOTICE

The information contained herein was prepared and presented with reasonable care and is based on the most reliable information available to the author. The City of Chicago, the Chicago Department of Aviation (CDA) and the Chicago Airports Resources Enterprise Plus, LLC (CARE Plus, LLC) make no warranty, expressed or implied, of the fitness, accuracy or completeness of this information. Judgments as to the suitability of the information herein for the user's purposes are necessarily the user's responsibility.

INTRODUCTION

The Contractor shall have sole and complete responsibility for the implementation of a worksite safety plan. The Contractor shall take necessary precautions for the health and safety of employees and fully comply with applicable provisions of:

- All sections of 29 CFR 1926-OSHA Construction Industry Safety and Health Standards 29 CFR 1910-OSHA General Industry Safety and Health Standards
- FAA Advisory Circular 150/5-170-2C Operation Safety of Airports During Contract
- National Fire Protection Association codes
- City of Chicago Fire Prevention Code
- National Electrical Code, all applicable American National Standards Institute standards
- City of Chicago Building Code
- The CDA Construction Safety manual
- All standards or codes referred to in the listed document
- Any other applicable standards

Due to the changing nature of health and safety regulations, and because new information is constantly becoming available, this plan is subject to change without notice.

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E X H I B I T S

Exhibit V-1	Field Cable Locate Request
Exhibit V-2	O'Hare Underground Construction Notification
Exhibit V-3	Request for FAA Assistance
Exhibit V-4	Incident Report Form
Exhibit V-5	Hot Work Permit Sample
Exhibit V-6	Confined Space Permit Sample
Exhibit V-7	ORD Notice to Airport Users

I. GENERAL DEFINITIONS

- A. Airport means O'Hare International Airport and Chicago Midway Airport.
- B. CAS means the Chicago Airport System (CAS), which includes O'Hare International Airport, Chicago Midway Airport.
- C. Competent Person means one who is trained to identify existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. Such persons will be available on site whenever work requiring a Competent Person is being done (scaffolding, excavation, confined space, fall protection, respiratory protection, or any other operation identified by CDA Safety).
- D. Construction Manager or CM means that entity identified in Part III, Division I of the Contract Documents (typically in section 01010), the entities that the City has contracted with to provide construction management services for the Chicago Airport System.
- E. Contractor means the employer awarded the contract to complete a project from the owner through their Construction Manager.
- F. Contractor's Safety Program means the program, covering worksite safety and property damage prevention, that the Contractor must submit to the Chicago Department of Aviation as required by General Conditions Article XIV.B.1.a.
- G. Contractor's Safety Representative means the person assigned by the Contractor to be the Safety Representative for the project.
- H. Employee means any person or persons on the payroll of any participant that is under contract with the Owner through the Construction Manager or the Contractor.
- I. Jobsite means the location where work is expressly required under the applicable contract documents.
- J. CM Manager of Safety for a Project means the person or entity who is notified in writing he (or it) has been so designated by CDA Safety.
- K. Participant means the Contractor, Subcontractor or their employees, whom are under contract with the Owner through the Construction Manager.
- L. CDA Safety means City of Chicago/CDA Safety Department Representative.
- M. Subcontractor means any person or persons, partnership, joint venture, corporation, or other entity, whom performs work at the jobsite, under contract to either the Contractor or one of its Subcontractors.
- N. Vendors, Suppliers and Materials Dealers means those persons or entities and/or their employees, whose activities on the jobsite are solely for the purpose of loading, hauling and/or unloading of materials or equipment at or from the jobsite.
- O. Designated Representative means Construction Manager or CM – (CARE Plus, LLC).
- P. Onsite means the location where the work is in progress.

II. STATEMENT OF POLICY AND INTENT

The CAS Manual reflects a desire by CAS to prevent injuries to persons and to prevent damage to property and equipment.

CAS considers no phase of construction or administration of greater importance than accident prevention and asserts that accidents which result in personal injury and damage to property and equipment represent needless waste and loss. It shall be the policy of CAS to conduct all operations safely and thereby prevent injuries to persons and damage to property.

Planning for safety shall start with the design and continue through purchasing, fabrication and construction in all phases of CAS projects. All practical steps shall be taken to maintain a safe place to work. The Contractors must accept the responsibility for the prevention of accidents on work under their direction and shall be responsible for the thorough safety training of their employees.

The objective of this policy is to establish throughout the entire CAS system the concept that the prevention of accidents and protection of property is most important and therefore shall receive top priority, support and participation.

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III. PROGRAM OBJECTIVES

The CAS Construction Safety Manual has been created to coordinate the elimination or reduction of hazards and risks associated with the construction of the CAS projects, prevent accidents, reduce employee injury, prevent damage to property, promote maximum efficiency, and affect savings by the reduction of unplanned business interruption.

Only active participation by CAS and the Contractor's supervisory staffs and employees will make the program effective. Active participation will also assist the participants in performing the following tasks:

- Providing a safe environment for employees to perform high quality work.
- Using safety planning as a tool to reduce bodily injury and property damage.
- Providing inspections to locate and abate unsafe conditions and practices.
- Protecting the public and property in the area of all staging and construction sites.
- Maintaining mandatory personal protective equipment programs.
- Using incident investigation information to abate deficiencies and increase controls in order to prevent similar accident recurrence.

NOTE: The CAS Construction Safety Manual does not supersede the Contractor's Safety Program except where the CAS Construction Safety Manual exceeds the requirements of the Contractor's program. The Contractor shall have first and foremost responsibility to enforce the more stringent safety program.

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IV. RESPONSIBILITIES

A. CHICAGO AIRPORT SYSTEM

CDA Safety Staff shall coordinate safety on Chicago Airport System projects. The CM Manager of Safety shall serve as liaison to the Managing Deputy Commissioner of Safety / Security or their designee. The CM's Manager of Safety shall be responsible for monitoring and coordinating the safety and property damage prevention program on projects the CM is assigned.

The CM Manager of Safety shall assist the CDA Commissioner of Safety with administration of the policies and procedures as established by this Construction Safety Manual.

The CM Manager of Safety shall monitor and evaluate the Contractor's Safety Program.

The CM Manager of Safety shall review the Contractor's Safety Program for compliance with safety regulations, property damage prevention and this written program.

The CM Manager of Safety shall provide monitoring of the Contractor's safety orientation program for Contractor's employees which includes a review of specific project issues, including but not limited to:

- Hazards present in their work assignments and the general work area.
- Instruction in the proper selection and use of personal protective equipment.
- Methods of reporting any unsafe conditions/practices the workers may encounter.
- Methods of reporting injuries and or illness and/or property damage incidents.
- Assisting the City Risk Manager with administration of Owner Controlled Insurance Programs when used for the project.

The CM Manager of Safety may collect and maintain copies of records with regards to safety and insurance as required by this program, and shall produce periodic reports concerning the performance of the Contractors engaged in CAS projects.

The CM Manager of Safety may conduct regularly scheduled meetings of all Contractors/subcontractors to review and discuss safety and property damage prevention. This may be a meeting dedicated exclusively to those subjects or as an integral part of the routine scheduling/planning meetings. A safety and property damage prevention meeting must be held at least once a month and minutes of the meetings shall be kept.

The CM Manager of Safety and the Chicago Department of Aviation Safety Manager shall function as part of the project job planning team with emphasis on safety and property damage prevention.

The CM Manager of Safety or CM Safety Staff shall inspect construction sites for unsafe conditions or practices, and document that corrective action is taken where deficiencies are found.

The CM Manager of Safety shall forward the results of monitoring and status of corrective action to the CDA Safety Department.

The CM Manager of Safety may develop and implement a program of safety, training and education for all Construction Manager's employees. This includes initial orientation, weekly safety briefs, and periodic special sessions. The CM Manager of Safety may act as a resource

for providing material and assistance to Contractor's designated Safety Representative in the performance of safety training and education.

The CM Manager of Safety may assist CDA, contractors and subcontractors in the investigation of all OSHA recordable incidents and other emergencies, obtain accident/investigation reports and forward all related copies to Chicago Department of Aviation Safety Department. Upon notification of an incident, the CM Manager of Safety will immediately notify the CDA Safety of the incident.

In the event of imminent danger situations or when necessary to enforce mandatory safety or property damage prevention requirements, the CM Manager of Safety may temporarily interrupt the work. The interruption of work activities shall be communicated to CDA Safety Department immediately. CDA Safety will direct any extended work stoppage and will determine when work may restart.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall designate a Safety Representative for the project. This person shall be onsite at the project whenever work is being performed at the site or any staging area on Airport property. Dual roles (i.e. Supervisor/Safety Representative) are unacceptable. Multiple shifts will require additional safety representatives. The Safety Representative shall have project safety as his or her exclusive responsibility and not have any other responsibilities regarding this project. The Contractor must provide the Safety Representative with the authority necessary to ensure the safety of Contractor's and Subcontractor's employees and property. Among other responsibilities concerning the project safety, the Safety Representative shall provide: safety training, safety orientation, safety inspection, and conduct tool box safety meetings.

The Contractor shall provide the resume of its proposed Safety Representative to the CM Manager of Safety review and approval. If the proposed Safety Representative is not approved, the Contractor must propose another individual for approval. The Safety Representative shall, as a minimum, have completed an OSHA 30 hour "Safety and Health Standards for the Construction Industry" course or equivalent course. In addition, the Safety Representative must have completed a First aid/CPR course within the last twelve (12) months. The Safety Representative must also have a minimum of three (3) years of verifiable safety experience on construction projects developing safety programs, providing safety orientation, and conducting safety inspections.

Prior to the start of the Project, a representative from the Contractor and representatives of its Subcontractors, the Contractor's Project Manager, the City's Construction Manager and the City's Resident Engineer shall attend a mandatory Pre-Construction Safety Orientation meeting on subjects outlined by the CM Manager of Safety.

The Contractor's Safety Program must be submitted, in writing, to the CM Manager of Safety for review. The Contractor's Safety Program must, as a minimum, include:

1. REVIEW OF SAFETY PROCEDURES AND OTHER REGULATIONS

The Safety Representative shall review procedures, regulations and industry standards applicable to the processes, equipment, materials, and procedures used at the worksite in order to evaluate whether hazards are present.

2. REVIEW OF INTERNAL RECORDS AND INFORMATION

The Safety Representative shall review internal records of accidents, injuries, occupational illnesses, near-miss accidents, and safety violations to detect relationships between job hazards and recorded mishaps.

3. REVIEW OF OUTSIDE SOURCES

The Safety Representative shall review State and Federal accident and illness statistics, highlighting areas that may uncover hazards in the organization.

4. JOB HAZARD ANALYSIS

The Safety Representative shall make an analysis of each phase of the project to determine what hazards exist in connection with the procedures, processes, materials, and equipment used to perform them. A written job hazard analysis shall be prepared for each phase prior to the work beginning. A copy of the written analysis shall be forwarded to the CM Manager of Safety.

5. CORRECTION OF JOB HAZARDS

Job hazards discovered in the course of a Job Hazard Analysis shall be referred to the appropriate supervisor for consideration. If a hazard can be corrected by a change in practices or procedures, appropriate modifications shall be instituted at the earliest possible time.

6. INSPECTION

The Contractor shall have a program of jobsite inspections. Inspections shall be conducted, with the focus to identify job hazards. Inspections shall be made at least weekly, and at least daily on FAA funded projects. Inspections records shall be retained for the duration of the project and shall be stored onsite. A copy of inspection reports shall be forwarded to the CM Manager of Safety, no later than Monday of the week following the inspection.

7. EMPLOYEE REPORTING

Contractor's employees shall be instructed to report any and all safety deficiencies, which they may observe. The Contractor may use a specified hazard reporting form.

However, employees may report hazards by any available method. Oral reports shall be recorded in writing by supervisors. Reports may be submitted anonymously, at the employee's option. The Contractor shall advise all employees that they invite reports of hazards and pledges to take no disciplinary action against any employee as a result of the employee's submission of a hazards report. Employees may submit hazard reports to their supervisor or directly to the safety committee. Supervisors are directed to route all hazard reports to the CM Manager of Safety, along with what corrective action has been taken.

8. INCIDENT INVESTIGATION

Every incident shall be investigated by a supervisor or manager, and an investigative report compiled on a specified form (a copy is available from the CM Manager of Safety). (See Exhibit V-4). Incident investigation reports shall be forwarded to the CM Manager of Safety along with recommendations for corrective action, no more than twenty-four (24) hours after the occurrence. The Contractor shall verbally notify the CM Manager of Safety

of the accident, immediately. Upon notification from the Contractor of an incident, the CM Manager of Safety will notify the CDA Safety of the incident.

With regard to hazards that are uncovered by periodic inspections, reported by employees, or discovered as result of an incident, the person receiving initial notice of the hazard, whether an inspector, manager, or safety committee member, is required to record the name of the person assigned responsibility for correction on the form on which the hazard is recorded and to forward copies of any such recommendation to all persons so named. All recommendations shall be followed up within one week. Failure on the part of the person assigned the responsibility for correction to take corrective action within the established time limit shall be reported immediately to the responsible person's supervisor, and the CM Manager of Safety.

Completed inspection documentation, employee hazard reports, and accident investigation reports shall remain open before the safety committee and shall not be filed away until all corrective measures have been completed and documented.

In the case of imminent danger, hazards that cannot be corrected safely without exposing employees to danger, supervisory personnel are instructed to evacuate all nonessential personnel from the area of the hazard until such corrective measures have been completed and the area rendered safe.

9. CONDUCT EMPLOYEE TRAINING

All Contractor employees shall be required to take part in safety and health training. Training sessions on general safety principles and practices shall be held for all Contractor employees. Individual Contractor employees are assigned for additional training that will alert them to the specific hazards that go with their particular job assignments and instructions given them in appropriate methods and procedures for the prevention of illness and injury.

10. ORIENTATION OF ALL CONTRACTOR EMPLOYEES

General safety training shall be conducted using published materials and materials developed by the Contractors safety staff.

Safety training in specific job hazards is conducted using safe practices codes developed through job hazard analyses.

Training shall be conducted by qualified safety personnel or by supervisors with extensive experience in the identification, prevention, and control of job hazards.

Contractor Employees shall receive additional training whenever they are assigned to a new task for which training has not been administered and whenever new hazards are introduced into the workplace.

Supervisors shall receive special training covering all hazards and safe practices relating to their specific area of responsibility.

In addition to training sessions conducted for current Contractor employees, sessions conducted for new and reassigned Contractor employees, and sessions conducted to address new hazards, annual refresher course shall be administered to all Contractor employees.

Individual records shall be made of all training administered to Contractor employees and shall be retained for the duration of the project. Training records shall be maintained onsite.

Copies of all written training material shall be forwarded to the CM Manager of Safety along with attendance documentation.

All Contractor employees shall attend a weekly safety training session (Tool Box Meeting). This session can be used as refresher training or a brief discussion of a new subject. Copies of notes used and attendance documentation will be forwarded to the CM Manager of Safety no later than Monday following the session. The CM Manager of Safety shall forward a copy of the Tool Box Meeting notes and attendees to CDA Safety.

11. MONTHLY SAFETY COORDINATION MEETING

To insure a steady flow of safety and health information, a mandatory monthly Safety Coordination Meeting will be held, with each Contractor's Safety Representative in attendance.

This meeting will be chaired by the CDA Safety Manager or his designee. Meeting minutes will be taken and attendance will be recorded.

12. INSURE EMPLOYEE COMPLIANCE

Code of Safe Practices

Part of each employee's regular training shall be on safe practices applicable to particular job assignments. For every job or class of jobs, a code of safe practices shall be developed through a Job Hazard Analysis. These codes are put in writing, and shall be circulated to all employees whose jobs involve the performances of tasks covered by the code, and shall be made a part of the Contractor's Safety Manual. The codes cover:

- a. **Engineering Controls.** Employees shall be forbidden to tamper with devices installed on equipment for the purpose of preventing injury. Employees who believe that a control device is inadequate, difficult to use, improperly installed, or damaged in any way are required to report any such condition to their supervisor.
- b. **Procedural Controls.** Employees shall be required to follow the procedures and employ the methods specified in the safe practices codes applicable to their job assignments. Employees who believe that a method or procedure is ineffective or difficult to use or who encounter problems with the use of specified methods or procedures are encouraged to report such problems to their supervisor.
- c. **Administrative Controls.** Supervisors shall be required to insure that employees adhere to schedules and alignments that have been made to implement administrative controls. Employees shall be required to make and supervisors are required to check and maintain, whatever time records are needed to carry out administrative controls.
- d. **Disciplinary Procedures.** The employer (Contractor) shall have a program of progressive discipline to enforce its work rules. The Contractor shall apply its disciplinary procedures with equal force to violations of safety rules as to violations of other policies and rules adopted by the organization. The Contractor's disciplinary program shall be made a part of the employer's safety program.

13. MAINTAIN RECORDS

The following records shall be compiled and maintained for the duration of the project unless otherwise required by the company or some other regulation.

- Monthly reports of occupational injury and illness
- Job hazard reports
- OSHA citations
- Results of incident investigations
- Safety inspection records and records documenting correction of reported hazards
- Job Analyses and corresponding codes of safe practices
- Individual employee training records

Contractor shall provide first-aid supplies onsite for their employees and a person trained in basic first-aid who can render immediate care when needed. The name of the designated first-aid provider and a copy of training documentation will be provided to the CM Manager of Safety. Seriously injured employees will be transported by ambulance. The Contractor shall not permit an injured employee to drive themselves to the medical facility or home, unless approved by a medical professional.

Contractor shall insure that all documents and correspondence sent to the CM Manager of Safety, be sent in such a timely fashion as to reach the CM Manager of Safety no later than the time specified.

Monthly injury/evaluation reports are to be submitted to the CM Manager of Safety no later than the 5th of each month.

C. CONTRACTOR'S SUPERVISORS RESPONSIBILITIES

1. Be responsible for planning and executing all work to comply with the Contractor's Safety Program and the Contract Specifications.
2. Be knowledgeable of loss control and public protection requirements identified in the safety specifications of the Contract Documents.
3. Require each supervisor and all workers to use the personal protective equipment in accordance with the Contractor's Safety Program, CAS, City ordinances and all State and Federal safety-related statutes, rules and regulations.
4. Participate in fact finding and resolution on all incident investigations.
5. Take immediate corrective action to abate identified unsafe conditions and practices.
6. Communicate to the Contractor's project manager and to the Contractor's Safety Representative noted safety concerns or violations that require attention.
7. Cooperate with designated safety and government representatives.

D. CONTRACTOR SAFETY REPRESENTATIVES RESPONSIBILITIES

1. Make daily job site safety inspections and take immediate abatement action to eliminate observed safety deficiencies.

2. Provide appropriate written materials for those conducting weekly "Tool Box Meetings", review meeting reports for employee attendance and periodically attend "Tool Box Meetings" to evaluate their effectiveness.
3. Attend CAS Construction Safety and Safety Training Meetings when requested and share experiences with peers.
4. Promote total job safety among employees and visitors.
5. Oversee the investigation of all incidents involving the Contractor or subcontractor(s) to determine primary causes, contributing factors and those actions necessary to prevent a recurrence.
6. Maintain incident records and forward copies/reports to the CM Manager of Safety.
7. Follow-up on all recommendations requested by CDA, CAS, OSHA, FAA and other governing authorities, with a written response to CM Manager of Safety within twenty-four (24) hours, stating the status (date of compliance/date of expected compliance) of the recommendations.
8. Furnish all information concerning the safety of the various operations as may be requested by the CM Manager of Safety and the CDA Safety Manager.

E. CONTRACTOR'S EMPLOYEE RESPONSIBILITIES

1. Perform all work in a safe manner.
2. Accept responsibility for your own safety and report all unsafe acts or conditions to the foreman.
3. Report all incidents, injuries, and illnesses immediately upon their occurrence. Report for medical treatment as directed. A release for work authorization must be provided prior to returning to work.
4. Conduct work in accordance with CAS and established state and federal safety regulations.
5. Attend and participate in Tool Box Safety Meetings and/or demonstrations as requested.
6. Participate in accident investigation procedures as requested.
7. Be aware of the responsibility to protect yourself, follow workers, and the general public from accidental injury.
8. Protect tools or equipment provided from needless damage or loss from theft.
9. Call to the attention of the supervisor any broken or dangerous tools capable of causing injury.

V. SPECIAL REQUIREMENTS FOR AIRPORT SECURITY AND OPERATIONS

- A. The requirements for Airport Security and Operations is incorporated by reference as if Article XV of the current General Conditions was repeated here word for word in this Article V.

- B. In addition to the above. The Contractor shall:
 - a. Take extreme care when locating existing underground utilities. Contractor shall properly complete FAA Field Cable Locate Request forms see Exhibit V-1, submit them to the FAA Technical Operations office and simultaneously transmit a copy to the Construction Manager. Contractor shall designate an on-site person to monitor utility locating activities. Hand excavation and appropriate equipment shall be utilized wherever and whenever appropriate. DIGGER, JULIE, FAA and AGI shall be consulted to insure that utility locations are correctly marked.

 - b. In addition, prior to excavating the Contractor shall execute the procedures and requirements of the "Underground Construction Notification" form. The meetings, notifications, activities and actions required by the form will be the Contractor's responsibility to organize, coordinate, implement and execute. Work shall proceed only after the completed form has been approved by the Commissioner. See Exhibit V-2.

 - c. The Contractor must fill out the request for FAA Assistance form to gain access to the controlled areas described in FAA's response to form 7460-1. This form shall be submitted 5 days in advance to FAA for review and assistance. See Exhibit V-3.

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VI. GENERAL SAFETY REQUIREMENTS

The following sections describe general safety program requirements that will be met by all personnel on site. Contractor safety programs shall be defined such that they meet these requirements.

A. PERSONNEL CONDUCT

1. Under no circumstances will alcoholic beverages or controlled substances be permitted on any project. Anyone found in possession of the above will be immediately removed from the site and may not be allowed back to work on an airport project.
2. Fighting will result in all participants being removed from the site.
3. Firearms and all weapons are prohibited on site.
4. Cameras and video recorders are prohibited on site.

NOTE: Violation of any of the above rules will be grounds for the CM Manager of Safety to request CDA Safety to permanently remove a Contractor's employee from any and all CDA projects.

B. IDENTIFICATION AND REPORTING OF UNSAFE CONDITIONS

The Contractor shall immediately report to the CM Manager of Safety all accidents arising out of, or in connection with, the performance of the work on the site, which caused death, personal injury or property damage. A written report shall be submitted within 24 hours. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the CM Manager of Safety giving full details of the claim.

C. CONTRACTOR CORRECTIONS OF UNSAFE CONDITIONS

Should the CM Manager of Safety determine the Contractor is not in compliance with a CDA, Federal, State, or Local requirement, (after consultation with the Construction Manager & CDA Safety), the CM Manager of Safety shall have the authority to order cessation of the non-compliant occurrence and require immediate correction. All costs of abatement shall be borne by the Contractor deemed responsible, and no time extension or additional costs shall be granted.

The Contractor shall correct any unsafe condition existing on the project immediately upon receipt of written notice. The unsafe condition shall be corrected in accordance with applicable regulations at the Contractor's expense. The Contractor shall be responsible for all liability created from unsafe conditions, including but not limited to any legal expense, re-inspection costs, and any delay to the project to other contractors.

Each Contractor shall in a readily visible manner, identify all of his tools, and similar material either by paint color or label.

Contractors shall immediately report any occurrences of theft, vandalism, personal threats, or bodily violence to the CM Manager of Safety. Contractors shall provide any security measures they feel are necessary to protect their personnel, material, equipment, or other property.

D. HOT WORK

Hot work is defined as a process or procedure, which could result in a fire if not properly controlled. Common types of hot work in construction include but are not limited to: welding, burning, cutting, brazing, soldering, gasoline or fuel storage areas repair, grinding, spark producing or heat generating activity.

Hot work will be permitted only during normal working hours unless authorized by the CM Manager of Safety. Regardless of hours of Hot Work, CM Manager of Safety must be notified of all Hot Work activity. Permits shall be obtained by the Contractor's Safety Representative the day before work is to be accomplished. The work area shall be inspected by the Contractor's Safety Representative to verify that adequate control has been established. A copy of the permit will be posted or available within fifty (50) feet of the point of work for which a permit is issued.

The Contractor will issue all cutting/welding hot work permits to its employees and those of its Subcontractors.

1. No Hot Work may be done without a Hot Work Permit.
2. All flammable materials shall be removed from the area before a permit is issued.
3. The CM Manager of Safety may assist in determining necessary precautions to safeguard life and property.
4. Contractors shall supply their own fire extinguishers for each welder and torch.
5. Contractors shall supply their own fire watch for each Hot Work operation. The fire watch must remain at the location of each hot work operation a minimum of thirty (30) minutes after hot work is complete.
6. Shields shall be provided by the contractor to protect workers from welding flashes.
7. All areas will be kept clean of all trash.
8. Contractor shall provide flammable resistant clothing for its employees.
9. Contractors shall be responsible for the work of their Subcontractors.
10. Contractor shall provide "Flash Curtains", welding screens or other means around cutting, burning or welding work to protect surrounding Contractor employees and the general public.
11. When cylinders are transported by power vehicles, they shall be secured in a vertical position with the caps in place.

Oxygen cylinders in storage shall be separated from fuel gas cylinders or combustible materials (especially oil or grease), a minimum distance of 20 feet or by a noncombustible barrier (fire wall) at least 5 foot high having a fire resistant rating of at least one-half hour.

E. ELECTRICAL

1. RESPONSIBILITY

Each contractor performing the work has the responsibility for the proper use of all electrical tools and equipment.

2. GROUNDING

The non-current carrying metal parts of portable and/or plug connected equipment shall be grounded.

Exposed, non-current carrying metal parts of fixed electrical equipment, including motors, generators, frames and tracks of electrically operated cranes, electrically driven machinery, etc., shall be grounded.

The path from circuits, equipment, structures, and conduits or enclosures to ground shall be permanent and continuous and have ample carrying capacity to conduct safely the maximum current which may be imposed on it.

Driven rod electrodes shall have a resistance to ground not to exceed 25 ohms. Where the resistance is over 25 ohms, two or more electrodes connected in parallel shall be used.

Grounding of circuits shall be checked to ensure that the circuit between the ground and the grounded power conductor has a resistance which is low enough to permit sufficient current to flow or cause the fuse or circuit breaker to interrupt the current.

All temporary wiring shall be effectively grounded in accordance with the Chicago Electrical Code, Article VI – Grounding and all other applicable provisions of the Chicago Electrical Code.

Precautions shall be taken to make any necessary open wiring inaccessible to unauthorized personnel.

All 120 volt, 15-amp receptacle outlets on the site, which are not part of the permanent wiring of the building, shall use ground fault circuit interrupters.

3. EQUIPMENT GROUNDING CONDUCTOR PROGRAM

Ground Fault Circuit Interrupters (GFCI) are to be used at all times.

In addition, an equipment inspection program shall be established on the construction site covering all cord sets and receptacles which are not a part of the permanent wiring of the building or structure and tools which are available for use or used by employees.

This program shall comply with the following minimum requirements:

- a. Each cord set, attached cap, plug and receptacle or cord set, and any equipment or tool connected by the cord and plug, except cord sets and any receptacles which are fixed and not exposed to damage, shall be visually inspected before each day's use for external defects such as, deformed or missing pins or insulation damage. Equipment found damaged or defective may not be used until repaired.
- b. The following tests shall be performed on all sets and receptacles which are not a part of permanent wiring of the building or structure, and cord plug-connected equipment required to be grounded.

- c. All equipment grounding conductors shall be tested for continuity and shall be electrically continuous.
- d. Each receptacle and attachment cap or plug shall be tested for correct attachment of the equipment-grounding conductor. The equipment-grounding conductor shall be connected to its terminal.

All required tests shall be performed:

- a. Before first use,
- b. Before equipment is returned to service following any repairs, and
- c. Before equipment is used after any incident which can be reasonably suspected to have sustained damage (for example, when a cord set is run over).

Contractors shall not make available or permit the use by employees of any equipment which has not met the requirements of this section.

Tests performed as required in this section shall be recorded. This test record shall identify each receptacle cord set, and the cord and plug-connected equipment that passed the test and shall indicate the last date it was tested or interval for which it was tested. This record shall be kept by means of logs, color-coding, or other effective means. The record shall be made available on the job site for inspection.

4. ELECTRICAL TOOLS AND CORDS

Portable tools and appliances protected by an approved system of double insulation, or its equivalent, need not be grounded. Where such an approved system is employed, the equipment shall be distinctively marked.

All extension cords shall be rated for hard or extra-hard usage as defined by the National Electric Code, with three wires and a ground pin..

Electrical extension cords will not be plugged together. A cord of sufficient length must be used.

Electrical extension cords must not be placed on the ground of the floor. They must be secured at least seven (7) feet off the ground or floor.

Tools and cords in need of repair will be removed from service immediately. The tool or cord will be rendered inoperative, either by tagging, by removing the end plug, or by locking until it is repaired and tested.

5. ELECTRICAL PANELS AND TEMPORARY WIRING

All energized panels shall be marked with its operating voltage by the installing contractor.

All energized panels shall have its live parts covered and protected from accidental contact with an appropriate solid cover. Cardboard does not meet this requirement.

All temporary wiring shall be installed in accordance with 29 CFR 1926.405 Wiring methods, components, and equipment for general use.

F. LOCKOUT/TAGOUT PROCEDURES

1. GENERAL REQUIREMENTS

When a lock/tag is placed on any energy source, that source will not be used until the lock/tag is removed in accordance with this policy.

Contractor management shall instruct all affected employees in the purpose, use, and safety significance of the Lockout/Tagout procedure.

The Lockout/Tagout devices used for compliance with this procedure shall be as follows:

Locks: Locks shall be of suitable manufacture, color-coded or otherwise identified for lockout use only.

Tags: Standard tags shall be used in all facilities

It shall be the responsibility of each contractor to maintain an adequate supply of safety locks and a written record of lock number, date issued, and name employee to whom the lock was issued.

Affected employees shall be trained in all aspects of the purpose and use of the Lockout/Tagout procedure by their Contractors. The standard Lockout/Tagout training program shall be utilized. Documentation of such training will be submitted to the CM Manager of Safety.

An energy source shall be defined as any electrical, mechanical, hydraulic, pneumatic, chemical, nuclear, thermal or other energy source that could cause injury to personnel. An energy-isolating device shall be defined as physical device which prevents the transmission or release of energy, for example, but not limited to, the following: a manually operated electrical circuit breaker, a disconnect switch, manually operated switch, a slide gate, a slip blind, line valve, block or similar devices with visible indication of the position of the device.

A circuit tester is to be used to determine that the electrical line is in fact de-energized, prior to commencing work.

2. CONTRACTOR DEVELOPED PROCEDURES

Each affected Contractor/Subcontractor shall supply the CM Manager of Safety with a copy of its Lockout/Tagout procedure prior to starting work. In addition, each Contractor/Subcontractor will provide a copy, to the CM Manager of Safety, a Lockout/Tagout checklist listing the start up and shut down procedures for its equipment and all other activities involving Lockout/Tagout.

3. SEQUENCE OF LOCKOUT PROCEDURE

When necessary, shut equipment down by the normal stopping procedure, (depress stop button, open toggle switch, valve, etc.).

Open disconnect switch, operate valve, or other energy isolating device so that the energy source(s), (electrical, mechanical, hydraulic or air, gas, steam, water pressure, etc.) must also be dissipated.

Lockout/Tagout the energy source(s) with assigned individual devices. In situations involving more than one person, all affected employees are required to place their assigned individual lock or tag on the energy-isolating device. (After assuring no personnel are exposed, operate push button or other normal operating controls to make certain the equipment will not operate. CAUTION: Return operating controls to neutral or off position after test.

Where Lockout/Tagout is not feasible (in the case of required, repetitive adjustments or production operations) the tests or work shall be accomplished under the protection of one designated individual.

If work on a piece of equipment has not been completed by the end of the shift, the supervisor in charge shall Tagout the equipment to allow the removal of locks. The oncoming shift attaches their lock(s) at which time the tag shall be removed by the oncoming supervisor.

G. CRANE SAFETY AND RIGGING

Cranes are a vital part of any construction operations. To assure that they handle the loads properly, safely, and with the greatest efficiency, the following procedures are necessary. The inspection report for the cranes and derricks must be completed in accordance with 29 CFR 1926, Subpart CC.

Contractors must follow all requirements of Subpart CC – Cranes and Derricks in Construction. The contractor must designate an Assembly/Disassembly Director in accordance with 29 CFR 1926.1404; a qualified signal person, according to 29 CFR 1926.1428; and a qualified rigger described in 29 CFR 1926.1401. Additionally, Contractors assume the role of the controlling entity as required in Subpart CC.

Fall protection must be used during assembly disassembly, inspections or other operations where fall protection hazards exist.

Contractors are responsible for implementing the requirements of 29CFR1926, Subpart CC by the specified phase-in dates.

1. MOBILE CRANE SET-UP

The operator shall be responsible for:

- a. The proper placement of the crane in relationship to the load to be handled and the landing area so as to obtain the best rated lift capacity.
- b. Leveling the crane to within one degree of level and rechecking the level a minimum of three times during the eight-hour work shift.
- c. Assuring the outriggers are fully extended and locked in place, or if the manufacturer allows, deployment as specified in the crane's load chart.
- d. The determination of stable or unstable ground of footing: should additional floats, cribbing, timbers, or other structural members be needed, they shall be of proper design and sufficient to uniformly distribute the load.
- e. The installation and maintenance of crane swing radius protection.
- f. The proper barricading of the outriggers.

2. LOAD RATING

The weight of all auxiliary handling devices such as hoist blocks, headache balls, hooks, and rigging shall be considered as part of the total load.

Additionally, the weight of all items added to the load at the site must be determined and added to the total weight.

The Bill of Lading, provided to the operator must be used to assist in determining the load's total weight.

3. CRANE INSPECTION

All cranes shall have posted on the crane or in the cab, a valid annual inspection certificate showing a certified third party inspection. The frequency of, and criteria for inspections must be performed in accordance with 29 CFR 1926.1412.

Cranes shall be inspected:

- a. After setup and prior to initial lift.
- b. Before each shift.
- c. After every malfunction or severe service.
- d. After modifications or repairs to the crane and/or its components.
- e. After repairs or adjustments.
- f. When the crane has been idle for three (3) months or more.

Written Daily Inspection items to be checked:

- a. All control mechanisms for maladjustment interfering with operation.
- b. All control mechanisms for excessive wear of component and contamination by lubricants or other foreign matter.
- c. All safety devices for malfunction.
- d. Deterioration or leakage in air or hydraulic systems.
- e. Crane hooks with deformation or cracks, sling and chokers for broken strands, fraying or kinking.
- f. Safety latches in an operable condition on all hooks, except where otherwise specifically authorized.
- g. Electrical apparatus for malfunctioning, signs of excessive wear, dirt and moisture accumulation.
- h. Periodic and annual inspections shall be performed in accordance with the manufacturer's recommendations

4. RECORD KEEPING

All written records pertaining to crane inspections, daily and annual, shall be kept with the crane.

If during any safety inspection, the operator or supervisor cannot produce the required crane inspection sheets, the crane shall immediately be shut down and inspected.

5. OPERATOR QUALIFICATIONS AND OPERATION PROCEDURES

Operator shall have in his possession a current City of Chicago Crane Operator's permit and be qualified and certified in accordance with 29 CFR 1926.1427.

Cranes shall be operated by the following personnel:

- Designated operators who have been licensed by an approved agency or union and are in possession of a City of Chicago Operator's permit.

- Trainees who are under the direct supervision of the designated operator
- Inspectors certified for crane inspection.

No one other than the above personnel shall be in or on the crane during operations. Exceptions are oilers or supervisors whose duties may require their presence.

6. OPERATION PROCEDURES

Resident Engineer will notify CDA Operations when a crane is to be used Airside including height of boom and length of time crane will be in use. The crane must be equipped with a flag or mars light at its highest point according to approved FAA 7460.

The operator shall:

- Not engage in any practice, which may divert the operator's attention while engaged in crane operation, to include not wearing walkman-type radio (entertainment) headsets.
- Not operate the crane if physically or mentally unfit, or if taking prescription drugs that may impair vision, balance or produce other adverse affects.
- Not respond to any signal, which is unclear or is given by anyone other than appointed signalmen. Exception: The operator shall respond to a stop signal given by anyone.
- Not permit trainees to make initial lifts. The operator shall perform the first lift to determine lift stability, crane function, and safety in general.
- Have final responsibility and control over the crane operations. Whenever there is any doubt as to safety, the operator shall have the authority to stop and refuse to handle loads until safety has been assured.
- Upon request, demonstrate the ability to determine total load weight and its relationship to the crane load charts.

7. HANDLING THE LOAD

No crane shall be loaded beyond its rated capacity, except for test purposes. When loads which are limited to structural competence rather than by stability are to be handled, the operator and supervisor shall, concurrently, determine that the weight of the load has been determined within plus or minus 5 percent before the load is lifted.

Attaching the load:

- The load shall be attached to the hood by means of slings or other approved devices.
- No open hooks shall be used for lifts higher than two (2) feet. Hooks used for lifts in excess of two (2) feet shall have hook safety latches or be safety wired to prevent slings from jumping off the hook.

Hoisting the load:

- The operator shall determine that the crane is level to within one (1) degree and, where necessary, is properly cribbed and blocked.

- b. The operator shall be responsible for determining that the load is properly secured and balanced before making the hoist.
- c. The operator shall determine that the rope is properly seated on the drum and in the sheaves, the load line is not kinked and multiple part lines are not twisted around each other.
- d. All loads must have a tagline attached to them.

During Hoisting:

- a. The operator shall not suddenly accelerate or decelerate a moving load.
- b. The operator shall not permit the load to contact any obstruction.
- c. The operator shall not swing loads over personnel.
- d. The operator shall not permit side loading of booms or dragging load. Lifts shall be limited to freely suspended loads.

Total Imposed Load:

The load on the tires, outriggers, wheels or tracks is derived from the gross weight of the crane and suspended load, i.e., the sum. However, additional loading can be exerted by shock or dynamic (movement) loads due to fast hoisting, lowering, swinging, or wind forces. This total load must be considered.

8. GROUND STABILITY

One of the critical factors of proper crane setup is a "firm supporting surface". For maximum capacity, the crane must be level. However, to maintain a level condition, the ground surface must be adequate to support the dynamic load of a "working crane".

Four basic elements that are to be considered:

- a. Total imposed load
- b. Supporting surface area
- c. Pounds per square foot
- d. Soil Stability

The amount of area in contact with the ground will determine the bearing pressure the crane and load exert on the soil. When it is determined that the bearing pressure exceeds soil stability, the bearing area of the crane must be increased by the use of cribbing.

Cribbing to be used must be:

- a. Strong enough to withstand the weight of the crane without major deflection, thus actually increasing the bearing surface.
- b. Bolted or secured together to prevent slippage and collapsing.
- c. In complete contact with the soil – no voids, unsupported areas, etc.

For descriptive purposes, it is necessary to distinguish between three broad groups of soil:

- a. Granular soils, including sand and gravel
- b. Fine grained soils, including silts and clays
- c. Organic soils, including peat

Different type soils will give different load-bearing pressure. When setting up a machine, the contractor's Assembly/Disassembly Director must be able to distinguish between the three groups of soil, the approximate mixture of each, their moisture content and their depth. The Assembly/Disassembly Director as defined in 29CFR1926.1901, must consider factors such as water tables and distance to excavations, which affect the soil's ability to withstand the pressure without collapse. The project soil analysis report may be used as an indicator of soil conditions.

Various tables are available which give the relative load-bearing capabilities of the soil types under static loads. Local building code departments are usually a good source for the tables.

9. RIGGING REQUIREMENTS

- a. All rigging equipment sets shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.
- b. All rigging devices including slings, chains and wire rope shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.
- c. Rigging not in use shall be removed from the immediate work area.
- d. Rigging, including slings, shall be hung on a rigging frame so that bends and kinks do not develop.
- e. Wire rope slings shall be lubricated as necessary during use. Slings shall be lubricated no less than every 4 months when in storage.
- f. "Shop-made" grabs, hooks, clamps or other lifting devices shall not be used unless proof-tested to 125 percent of their rated load by an approved testing agency. Approved devices shall have the capacity permanently affixed.
- g. Slings, on the job, shall not be left lying on the ground or otherwise exposed to dirt and the elements.
- h. Eyes in wire rope bridles, slings or bull wires shall not be formed by wire clips or knots.
- i. Protruding ends of strands in splices on slings or bridles shall be covered or blunted. All rigging equipment in use shall have a safety factor of five (5).

10. SAFE RIGGING PRACTICE

- a. Slings in use shall not be shortened by knots, bolts, or other makeshift devices.
- b. Wire rope slings shall be padded or softeners used to protect from damage due to sharp corners.
- c. Slings used in a basket hitch shall have the loads balanced to prevent slippage.
- d. Loads handled by sling shall be landed on cribbing or dunnage so that slings will not be pulled from under or be crushed by the load.
- e. Slings subjected to shock loading shall be immediately removed from use and destroyed.

- f. When U-bolt wire rope clips are used, industry recognized standards shall be used to determine number and spacing of clips.
- g. Wire rope cable clips shall be applied in accordance with recognized standards.

11. INSPECTION AND RECORD KEEPING

In addition to the inspection required elsewhere in this document, thorough inspection of slings in use shall be made on a regular basis as determined by:

- a. Severity of service conditions
- b. Frequency of sling use
- c. Nature of lifts being made
- d. Experience gained on the service life of slings used in similar use

Inspection periods shall not exceed once in twelve (12) months.

A record of inspections shall be maintained onsite.

12. INSPECTION CRITERIA

Wire rope slings shall be removed from service when:

- a. There is wear or scraping of one-third the original diameter of outside individual wires.
- b. Kinking, crushing, birdcaging or similar damage.
- c. End attachments are cracked, deformed or worn.
- d. There is exposure to temperatures in excess of 200 degrees F. (fiber-core) or 400 degrees F (non-fiber core).
- e. Corrosion of the rope or end attachments occurs.

Natural and synthetic fiber rope slings shall be removed from service when:

- a. Abnormal wear is observed
- b. Powdered fibers are found between strands
- c. Fibers are cut or broken
- d. There are variations in the size or roundness of strands
- e. There is discoloration or rotting
- f. There is distortion of sling hardware
- g. Exposed to temperatures in excess of 180 degrees F
- h. There is no visible identification explaining the maximum load it can lift

Synthetic web sling shall be removed from service when:

- a. Colored warning fibers are visible
- b. Subjected to acid or caustic burns
- c. Melting or chaffing of any part of the sling surface occurs
- d. Snags, punctures, tears, or cuts are observed
- e. Stitches are worn or broken
- f. Fittings are distorted
- g. Exposed to temperatures in excess of 180 degrees F (synthetic web) or 200 degrees F (polypropylene web).
- h. There is no visible identification explaining the maximum safe workload.

13. OVERHEAD UTILITIES

Cranes working in the vicinity of overhead power lines must follow safe distance requirements established in 29 CFR 1926.1407 – 29 CFR 1926.1411 for operations and assembly/disassembly of cranes.

14. REPAIRS

The listed slings may be repaired in accordance with manufacturer's directions.

- a. Synthetic slings
- b. Metal mesh slings
- c. Wire rope slings

Sling repairs must be performed by the manufacturer or any equivalent entity. Once repaired, each sling shall be permanently marked or tagged and a record of the repair maintained.

15. CRITICAL LIFT PROCEDURES

When two or more cranes are to lift a single load, the requirements of 1926.1432 Multiple Crane/Derrick Lifts supplemental requirements must be met.

A job hazard analysis is required for this type of work operation.

16. IN CASE OF SERIOUS EVENT

In the event the worst happens and a crane collapses, turns over, drops a load or otherwise fails, the Contractor shall follow these procedures;

- a. Render emergency first aid.
- b. Call the Chicago Fire Department.
- c. Do not allow the crane, its components or the load to be moved unless vital to rescue operations until a complete and thorough investigation has been completed.
- d. Contact the CM Manager of Safety immediately to initiate proper accident reporting and investigation procedures. The CM Manager of Safety shall contact the CDA Safety Manager.
- e. Take photographs of everything including overall photographs of entire scene, detailed photos of components and anything that will explain what happened and submit complete copy to the Construction Manager.
- f. Begin the interviewing process of witnesses and participants to determine what happened.
- g. Assist other investigatory agencies while preserving the legal rights of all concerned parties.
- h. Prepare a complete investigation and report of what happened and submit to the CM Manager of Safety. The CM Manager of Safety shall forward a complete investigation report to the designated CDA Safety Manager.

H. EXCAVATION

The purpose of this program is to establish guidelines to be followed to control excavation activities. All excavations will be done in full compliance of Subpart P, 29 CFR 1926.

Supervisors (including foreman) shall insure that all employees comply with all provisions contained in Subpart P.

All excavations shall be done under the supervision of a competent person.

All soils are to be considered type "C" so all safety provisions are to be reviewed and complied with in their entirety.

This is to include at least a 1-1/2 : 1 (34 Degrees) ratio when sloping the sides.

Any excavation greater than twenty (20) feet in depth shall have plans, which are signed and stamped by a registered professional engineer.

1. SUITABLE INSPECTION

Once the initial excavation is completed, a competent person will inspect the excavation and complete a "Soils Analysis Checklist" and a "Daily Trenching Log". These documents will be maintained at the jobsite. No employee will enter the excavation until this documentation is complete.

2. DAILY INSPECTION

Daily inspections of each excavation, the adjacent area, and the protective systems shall be made by a competent person for evidence of possible cave-ins, indications of failure of protective systems, hazardous atmospheres or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after each rainstorm or other hazard-increasing occurrence. All inspections will be documented on the Daily Trenching Log and a copy maintained at the jobsite.

3. LOCATING UNDERGROUND UTILITIES

- a. When trying to locate underground utilities remove the grass and ground cover in the proximity of the utilities. View with skepticism protective fences or stakes which appear to demarcate utility channels and identify the utility type because the City does not warrant their accuracy. Utilize FAA Locate Request forms, and do not rely on verbal or phone conversations with FAA Technical Operations, for the information you are seeking.
- b. Designate, dedicate and identify that person on-site who shall monitor utility locating activities, will be responsible to see to it that a utility locator, hand digging or use of a hydro excavator is used and ensure adequate lighting exists for the operation to proceed safely. Insist that a representative of the particular utility visit the site when "refreshing" a DIGGER (for earth disturbance and the location of underground utilities within Chicago city limits), Joint Utility Locating Information for Excavators (JULIE), FAA and American Geological Institute (AGI) number for the project to insure the utility location is correctly marked. Once exposed use visual markers such as fluorescent paint identify highlight their presence to others in the area.

- c. The Contractor is directed to integrate the above information regarding utility identification into his program of daily safety toolbox talks. The Construction Manager will establish “report of locates” which will reference pertinent drawings and identify findings.

4. HAND TOOL EXCAVATION

Where existing underground utilities, etc., are within ten (10) feet from the exposed excavation, supervisor shall visually establish the position of the underground utilities, etc., from the observance of buried utilities surface markers, or in their absence, by hand tool excavation at sufficient intervals.

5. MACHINE EXCAVATION

When locations of all utilities, etc., have been established by surface markers, hand tool excavations, or accurate as-built drawings, and the permit does not contain a requirement for hand tool excavation only, machine excavation shall commence under close supervision.

6. UNEXPECTED UTILITIES, ETC.

During excavation, if unexpected utilities, etc., are discovered, the excavation shall stop and the CM Manager of Safety shall be notified immediately. Excavating shall not be resumed until all notifications are made according to the Chicago Department of Aviation Underground Construction Notification form and that CDA Safety and/or CM Manager of Safety has determined work can resume.

7. BARRICADING

Excavations will be properly barricaded when actual work is not being done. Barricading will be placed six feet from the edge of the excavation and will be of such strength to prevent entrance.

I. ASPHALT WORK

Due to the heavy viscous nature of asphalt, and being one of the most dangerous of all hot products, additional safety requirements are necessary for personnel working in all areas where asphalt is being handled.

Additional safety requirements include:

- a. Long sleeved shirts
- b. Gloves loose enough to be thrown off with a flip of the wrist
- c. High top shoes 5” or more from the bottom of the sole to the ankle tops
- d. Long pants, preferably without cuffs

Need to have a five (5) gallon water container, labeled “non-drinking water” onsite to be used for the possible treatment of burns.

NOTE: It is recommended that nylon or polyester clothing NOT be worn due to the tendency of these materials to melt and adhere to the skin when heated or burned. Wool is the best material to be worn with cotton being the next best.

J. PERSONAL PROTECTIVE EQUIPMENT

This policy is to establish guidelines and rules for personal protective equipment. All personnel including visitors and truck drivers shall comply with the following:

1. HEAD PROTECTION

All Foremen, Superintendent, Field Engineers, and Management will wear white hard hats, and all craft employees will wear colored hard hats.

Hard hats shall be worn at all times while onsite. Exceptions to this are allowed only in the following cases:

- a. Inside the main office trailers
- b. Inside enclosed vehicles
- c. While welding with the use of a welding helmet with over-the-head harness
- d. Where the head protection may otherwise constitute a hazard, e.g. upside-down position, narrow openings, etc.

NOTE: During periods of high winds, insure a chinstrap is obtained, properly adjusted and used.

The cradle of the hard hat shall be adjusted so that the weight of the hat is carried on it. There must be 1-1/4" (inch) clearance between the top of the hat and the head.

No other hats shall be worn under the hard hat.

Do not draw the headband too tight; just snug enough to prevent the hat from tilting. Special liners for winter use should be used.

Inspect the hat daily for broken rim or crown, defective headband or cradle, etc. Replace if any defects are detected, and keep the headband clean.

Do not cut or drill holes in the hat. The hat will be weakened and the protection ability compromised.

Hard hats shall be worn with the bill to the front.

All safety hats must meet ANSI Standard 289.2-1971 Class B and 289.1 Class A; and must not be altered in any way.

The inside liner of the hard hat must be changed a minimum of once a year, or per manufacturers recommendations. The outside shell of the hard hat must be changed a minimum of every 5 years from initial usage, or in accordance with the manufacturers recommendations.

Western style hard hats, or other novelty styles are not authorized on airport property.

2. EYE AND FACE PROTECTION

- a. Safety Glasses – All personnel shall wear a pair of ANSI approved safety glasses with accompanying side shields at all times, except where otherwise exempted. When working indoors, and no hazards exist, clear lenses (not tinted) shall be worn between sunset and sunrise, or during inclement weather.

Safety glasses need not be worn:

- Inside the main office trailers
- While wearing full-face respiratory protection: or,
- When working in dusty environments where safety goggles are needed.

- b. Goggles – Are to be worn when additional protection is required. Those issued will fit over the prescription or safety glasses. This additional protection is required when conducting light grinding operation or where there is a probability of exposure to acid, caustic, chemicals, etc. Proper care of the goggles may consist of:
- Keeping goggles and lens clean.
 - Never wear a pair that has been previously worn by someone else until they have been disinfected.
 - Assure the head bands are in good condition.
 - The lens must be securely held in place in the frame. Inspect them for scratches which may distort vision or cause eye strain.
 - Do not make any repairs to or wear defective goggles
- c. Face Shields – are to be worn when metal sawing, working with chemicals in a laboratory, taking samples, buffing, sanding, light grinding, table saws, etc.

NOTE: Safety glasses and/or goggles must be worn when a face shield is used.

- The headband is the only adjustable feature and should fit snug enough to hold the face shield in place and attached to the hardhat in areas where head protection is required.
- Since the shield is plastic and is easily scratched, it shall be replaced when distortion or eye strain is experienced.
- Employees wearing prescription glasses shall insure that the glasses have side shields and that the glasses and side shields meet or exceed the standards set forth in ANSI Z87.

3. FOOT AND LEG PROTECTION

Safety toe footwear is not generally required, but is highly recommended. However, safety toe boots or safety rubber boots are to be worn when required. The following are footwear requirements:

Acceptable general footwear is limited to sturdy work boots or shoes. A sturdy work boot or shoe is one that has a firm toe and leather, or leather-like uppers that will provide reasonable protection against impact, and also a hard sole that will provide reasonable protection against penetration. The following types of footwear are **not** considered to be a sturdy work boot or shoe:

- a. Athletic or running shoes (including those with leather uppers and/or steel toe).
- b. Moccasins, sandals
- c. Spike or platform heel shoes with canvas or suede uppers
- d. Shoes that expose the toes
- e. Boat shoes
- f. All street shoes

When cutting material with a chainsaw or chop saw, full chaps are required.

Whenever a work, which creates additional hazards for the employee's feet, i.e. using a jack hammer or a jumping jack compactor, employees will be required to wear additional foot protection such as metatarsal guards.

NOTE: Exception to this requirement is granted to secretaries, clerks and other office personnel that work outside the actual construction area. However, those personnel are not permitted into the construction area unless they are wearing the approved footwear.

4. FALL PROTECTION

Personal fall protection is required by every employee when engaged in work more than six (6) feet above a floor or ground level, unprotected by standard guardrails. Contractors must adhere to all requirements in 29 CFR 1926.500 The fall protection requirements are as follows:

- a. Where personal fall protection is to be used, the employer shall be required to submit a written fall protection plan, which shall be reviewed by the CM Manager of Safety, prior to such fall protection being utilized. All submitted fall protection systems will be required to have a licensed professional engineer (PE) approve the engineering capability of the system.
- b. A full body safety harness shall be accompanied with an attached shock absorbing lanyard or a retractable lanyard, which is secured to an anchorage that will support 5,000 lbs per worker attached to anchor point. Positioning devices such as "belly hooks" alone do not constitute compliance with fall protection. If the "belly hook" is used, it must be used in conjunction with a typical personal fall arrest system as determined by the competent person.
- c. The harness anchor point shall be at or above the same elevation as the user's waist to minimize the fall distance.
- d. Safety harnesses shall be suitable for the particular task being performed and for the hazard to which the employee is exposed.
- e. The initial use of fall protection equipment must be documented and inspected by a competent person. In addition, the Contractor shall follow the manufacturer's recommendations on additional inspections of equipment.
- f. Safety harnesses and safety lines shall be inspected before each use and will be replaced if found defective.
- g. Contractor shall mandate that all employees in scissor lifts, manlifts, and all other human lifting equipment will be tied off at all times.

5. SHIRTS

Shirts with sleeves that cover the shoulders are required at all times. Tank tops or shirts that do not completely cover the upper body are prohibited.

6. TROUSERS

Long trousers are required at all times.

7. HOUSEKEEPING

Daily cleanup of the work area shall be required.

Good housekeeping is an integral part of our safety program. It is the responsibility of all employees, supervisors and workers alike, to maintain a clean and healthful workplace.

Waste materials and debris, such as bread and lunch cups, papers, etc., shall be deposited in the appropriate waste container and those containers are to be emptied on a routine or as needed basis. Oily rags/waste are to be deposited in closed metal containers designated for that purpose.

Oil and liquid chemicals spillage or leakage; spills, of dirt, sand and gravel, or any other form of solid waste spills; are to be cleaned up as they occur.

Field offices, tool rooms, supply facilities, etc., are to be maintained clean and orderly. Floors are to be swept and cleaned on a routine or as needed basis. Personnel having muddy, oily or snow packed footwear shall scrape or otherwise clean the shoes/boots before entering these areas.

Operating supplies are to be stored in approved storage areas. These storage areas shall be maintained in an orderly manner, labeled, and identified.

Empty containers, including drums, are to be removed promptly from the work place, disposed of properly, labeled and identified.

All original containers, and its satellite containers, need to be labeled and placed with the H.M.I.S. coding.

Personal equipment and other items are to be kept in designated areas.

Tools and equipment are to be properly stored in their designated location when not in use. Temporary storage of tools and equipment in operating areas is permitted, provided walkways and working areas are not blocked or restricted and that tripping hazards are not created.

Holes that are dug are to be backfilled immediately or protected by barricades. All excess fill is to be removed.

Temporarily installed floor gratings shall be secured in such a way as to prevent movement or tipping.

Gratings or railings that are removed shall be replaced as soon as practicable. Substantial barricades are to be erected when gratings or railings are removed.

8. SANITATION

Toilets, wash-up facilities and drinking water shall be provided by the Contractor or Subcontractor for the convenience and comfort of their employees in accordance with applicable standards. These facilities shall be secured in such a way as to prevent them from being blown over by high winds or jet blasts.

Portable toilets shall be cleaned, disinfected and re-supplied on a regular basis.

9. LIGHTING

Construction areas, ramps, runways, corridors, offices, shops and storage areas shall be lighted to not less than the minimum illumination intensities while any work is in progress as outlined by OSHA in 29CFR Part 1926.

10. NUCLEAR DENSITY MACHINE

Employees using Nuclear Density Machines must have a visible Radiation Badge. Employees not engaged in the actual testing must be at a minimum 15 feet away from the testing area. Nuclear Density Machines shall not be left unattended. Also, Proper storage and transportation shall be maintained.

11. VESTS

Clean reflective vests shall be worn at all times when airside, on jobsites and while working on roadways.

K. VEHICLE SAFETY

Unattended running vehicles Airside must have the emergency brake engaged. All company owned vehicles or vehicles used on company business are to be driven defensively; using common sense, courtesy and consideration for other motorists. It is the Contractor's responsibility to insure that all vehicles and equipment used on the project are properly maintained and fully functional.

Strict observance of CDA, City of Chicago and State of Illinois traffic laws is mandatory.

Seat belts are to be worn by the driver and all passengers at all times while the vehicle is in motion.

Contractors shall insure that all motor vehicles and equipment, except tracked equipment operating airside (except on service roads), are equipped with an amber MARS light, that shall be operating at all times. The MARS light shall be attached to the top of the vehicle and visible for 360 degrees. All construction equipment operating Airside shall have an operating amber MARS light attached to the top of its cab or shall have an orange and white checkered flag attached to its tallest point. If the checkered flag is used, the minimum size shall be 2' by 2'.

Contractor shall insure that all vehicles and equipment operating on the project shall be equipped with a back-up alarm, audible to a minimum of 200 feet.

Reflective vests shall be worn when working around heavy equipment.

L. FIRE PREVENTION AND PROTECTION

1. GENERAL PRACTICES

Fire protection must be present in accordance with all applicable standards.

No more than a one day (8 hour) supply of flammable or combustible materials shall be stored inside a building.

All portable, flammable and combustible storage containers (55 gallon drums or elevated storage tanks) shall be diked, barricaded and grounded in accordance with applicable standards.

Contractor shall only allow flammable or combustible liquids to be stored in approved metal containers or portable tanks. Containers must be marked as to its contents and placed with the H.M.I.S. coding.

Approved Container means a container of not more than 5-gallon (8.9L) capacity made of metal, having a spring-closing lid and spout cover so designed that it will safely relieve internal pressure and equipped with a flashback arrester in the spout.

The use of plastic containers for storage of flammable or combustible liquids is prohibited.

Good housekeeping practices shall be followed for minimizing the accumulation of combustible scrap and debris. This scrap and debris shall be removed daily.

Smoking is not permitted on any project considered to be Airside or in a City-owned building.

Tarpaulins and visqueen used in construction areas shall be flame retardant/resistive.

Existing fire hydrants shall not be obstructed from view or access and shall not be taken out of service without prior approval of the Chicago Fire Department. At O'Hare, submittal of the ORD Notice to Airport Users form shall be required prior to taking out of service.

Existing sprinkler systems in buildings shall not be taken out of service without prior approval of the Chicago Fire Department. At O'Hare, submittal of the ORD Notice to Airport Users form shall be required prior to taking out of service.

Open flames or barrel fires shall not be permitted at any time on airport property.

2. TEMPORARY HEATING

Portable heaters shall be equipped with an automatic shut off device that will shut the heater off if it tips over. Such heaters, having outputs above 50,000 BTU/hr., shall have either a pilot, which must be lighted prior to main burner ignition, or an electrical system ignition.

Containers of LP-Gas capacity one pound or more, must stand on a firm, substantial and level surface and shall be secured in an upright position to prevent them from being overturned.

3. STORAGE

Where combustible materials must be stored in work areas, they shall be sorted and placed into approved containers. All combustible materials shall be protected from falling sparks from welding and cutting.

Indoor storage shall not obstruct or adversely affect means of exit. No more than one day (8 hours) of compressed gasses shall be stored in any building.

At fuel or combustible material storage areas, suitable extinguishers shall be located within 50 feet of the stored material. Such areas shall also have "No Smoking" signs prominently displayed.

The Chicago Fire Department, Fire Prevention Bureau and the Chicago Department of Aviation prohibits the storage of gasoline and other CLASS I flammables in above ground tanks: CLASS II (diesel) will be permitted provided they are in compliance with the CDA Memorandum, dated May 15, 1991 and the Municipal Code of Chicago, Fire Prevention Bureau, Section 15-24-220, Motor Fuel Dispensing and 15-24-221, Above-ground tanks.

Sec - 15-24-220 – Motor Fuel Dispensing

All flammable liquid gauging, vending and dispensing devices used for motor vehicle fuel shall be of substantial construction, and firmly secured to a concrete foundation, which shall be so located and designed as to prevent motor vehicles from damaging such devices. Systems wherein continuous pressure is maintained, or water is used to displace liquid from storage tanks, shall not be permitted. The use of above ground storage tanks, tank cars, tank trucks or portable tanks in connection with gauging, vending and dispensing devices, shall not be permitted except for such equipment installed on tank vehicles complying with Section 15-24-1080 and tanks complying with Section 15-24-221 of this code.

Every remote fuel system shall be equipped with a fuel leak detector valve or device located as close as possible to or within the pumping unit. An impact valve or device located as close as possible to or within the pumping unit. An impact valve shall be provided at the base of each dispenser. Such devices and valves shall be listed by a testing laboratory, which has as its primary purpose the testing and evaluation of equipment and materials to meet appropriate standards.

Automatic hose nozzle valves with latch-open devices shall not be permitted. All dispensing devices shall be located so that all parts of the vehicles being served will be on private property. In no case shall the dispensing hose be longer than 16 feet for filling stations and private locations. Where dispensing equipment is used exclusively for trucks or other larger vehicles, automatic hose retrievers may be used, and shall not exceed 40 feet of hose.

Dispensing devices for motor vehicle fuel, except devices used exclusively for dispensing Class II or Class III flammable liquids within occupancy Class H3 buildings, shall not be permitted in buildings hereafter erected, altered or converted.

The dispensing of motor fuels which are Class I flammable liquids directly from tank vehicles shall be permitted only from tank vehicles complying with Section 15-24-1080 and tanks complying with Section 15-24-221 of this code. Retail sales of motor fuel to motor vehicles from tank vehicles shall not be permitted within buildings.

Sec – 15-24-221 – Above-Ground Tanks

The use of above-ground storage tanks, tank cars, tank trucks, or portable tanks in connection with vending, gauging, or dispensing of flammable liquids, other than for equipment installed on tank vehicles complying with Section 15-24-1080, shall be permitted only under the following limited circumstances:

- A. The construction and installation of the tanks must satisfy each of the following conditions and restrictions:*
- 1. Tanks shall be enclosed within a two-hour fire-rated assembly*
 - 2. The tank assembly shall provide 110 percent secondary containment of the flammable liquid. Dikes as required in Section 15-24-170 need not be provided.*
 - 3. Tanks shall be limited to a capacity of 1,000 gallons*
 - 4. No more than two such above-ground tanks shall be installed or located at any one site*

5. *The tank shall be completely surrounded by a protective guardrail which is located a minimum of two feet away from the tank*
6. *Dispensing of the flammable liquid shall be by means of a pump which is permanently attached to the top of the enclosing assembly described in subsection (A) (1) above and which is equipped with an anti-syphon valve.*
7. *Such tanks shall be located a minimum of ten feet away from any building or property line, except that tanks containing Class II or Class III liquids, as defined in Section 15-24-020, may be located within three feet of a fire-resistive wall without openings.*
8. *Each tank shall bear the words "Flammable – Keep Fire Away", conspicuously on each side of the tank. The coloring of the letters shall be a color which contrasts with the color of the tank and the letters each must be a minimum of four inches high*
9. *A lockable fill cap shall be provided*
10. *Tanks shall be electrically grounded*
11. *Emergency vents conforming with Section 15-24-190B shall be provided for both the primary tank and the secondary containment space.*

B. Above-ground tanks used pursuant to this section shall not be used for any retail sales

4. HAZARDOUS WASTE REMOVAL

Contractors, involved in Hazardous Waste removal must meet the requirements of OSHA 29CFR 1910.120 by attending either the 24 hr. or 40 hr. OSHA Hazardous Waste Training and carry their certification card when on site.

5. TEMPORARY BUILDINGS

All temporary sheds built inside other building(s) shall be of non-combustible materials. Corrugated sheet metal is recommended. Plastic, tarpaulins, and wood roofs are prohibited.

6. FIRE EXTINGUISHER AND HOSES

Each Contractor and Subcontractor work area shall be provided with suitable portable fire extinguishers and a fire watch where required.

Each Contractor and Subcontractor must be knowledgeable about the location and use of fire extinguishers, fire stands, and hoses. Contractors and Subcontractors must replace any discharged extinguisher immediately. Annual fire extinguisher inspections must be completed by a qualified person or agency.

The first priority in case of fire is the safety of the personnel. In the event of fire, notify the Chicago Fire Department immediately. The CDA Safety Department Representative shall be notified as soon as practicable by the most expeditious means possible.

7. INSPECTIONS

The Chicago Fire Department may be asked to inspect the project periodically to keep up to date on the route of access to the building for their equipment, availability of water, and access for job personnel. Reports will be provided of inspection results.

M. LADDERS

1. GENERAL

- a. Manufactured ladders must be rated for industrial or heavy duty work.
- b. Job-made ladders must be constructed to conform with established federal and state standards.
- c. Broken or damaged ladders must not be used. Repair or destroy them immediately. Ladders to be repaired must be tagged and removed from the area.
- d. Wooden ladders shall not be painted so as to obscure a defect in the wood; only a clear, non-conductive finish shall be used.
- e. All ladders shall be manufactured from non-electrically conductive materials.
- f. Ladders shall not be placed in front of doors opening toward the ladder, unless the door is open, locked or guarded.
- g. Only one person shall work from a ladder at one time. If two persons are required, a second ladder shall be used.
- h. Ladders shall not be used as scaffold platforms.
- i. Boxes, chairs, etc., shall not be used as ladders.
- j. When ascending or descending ladders, employees shall have both hands free and shall face the ladder, unsecured ladders shall not be left unattended.
- k. Areas around the top and base of ladders must be free of tripping hazards such as loose materials, debris, cords, hoses, etc.
- l. Employees shall be tied off when using either straight ladders or stepladders and when reaching to the side of the ladder at heights greater than six (6) feet.

2. STRAIGHT LADDERS

- a. All straight ladders shall be equipped with non-skid safety feet. The base of the ladder must be set back a safe distance from the vertical unit, approximately one-fourth of the length of the ladder. (4 to 1 ratio shall be used).
- b. All straight ladders must be tied off at the top or otherwise secured to prevent movement. A second employee must hold the bottom of the ladder while the top is being secured.
- c. Ladders used for access to a floor, roof or platform must extend at least 36" above the point of bearing.
- d. Splicing ladders together is prohibited.
- e. Never use a ladder against a vertical pipe unless the ladder is equipped with a specially designed web strap.
- f. Do not place the ladder against movable objects.

- g. Straight ladders shall not be climbed beyond the third step from the top.

3. STEP LADDERS

- a. The top two steps shall not be used.
- b. The legs shall be fully spread and the spreading bars locked firmly in place.
- c. Only one person may use a stepladder at a time.
- d. The use of a stepladder as a straight ladder is prohibited.

N. SCAFFOLDS

All scaffolds shall be erected and used under the supervision of a competent person and shall adhere to all the requirements of 29 CFR 1926.450. With exception to fall protection where fall hazards exceed six (6) feet, fall protection shall be utilized.

The Contractor shall have each employee who performs work while on a scaffold trained by a person qualified in the subject matter to recognize the hazards associated with the type of scaffolding being used and to understand the procedures to control or minimize those hazards.

All scaffolds shall be erected and maintained to conform with established standards and manufacturer requirements. Supported scaffold systems must include screw jacks and mudsills.

Before assembling and dismantling the scaffold, the Contractor must conduct a Job Hazard Analysis (JHA), specifically related to fall protection. The JHA must be submitted to the CM Manager of Safety for review and comment, and only after review by the CM Manager of Safety, may the Contractor work without fall protection, if fall protection provides a greater risk.

Scaffolds shall be constructed with sound materials, securely fastened and be capable of supporting at least four (4) times the combined weight of the workers and tools/material which may be placed on them.

Scaffold components produced by different manufacturers shall not be intermixed.

Guardrails, midrails and toe boards shall be installed on all open sides of the scaffold. Guardrails, midrails and toe boards should be constructed from components supplied by the manufacturer. Where this is not possible, sound 2 X 4 inch limber must be used for the guardrails and 1 X 4 inch lumber for the toe boards.

Scaffold planks shall not be less than 2 X 10 inch. They must be cleaned and secured to prevent movement, and shall not extend beyond the outer supports more than 12 inches nor less than 6 inches.

All scaffolds shall be fully planked. No employee shall work from a single plank.

Scaffold planks shall be visually inspected prior to use and if defective, they must be destroyed immediately.

Access ladders shall be provided for each scaffold. Climbing off the end frames or using cross braces for access is not allowed.

Scaffolds shall be secured to the building or structure at intervals which do not exceed 30 feet horizontally and 20 feet vertically.

Overhead protection is required if employees are working on scaffolds and are exposed to overhead hazards. Such protection must be at least 2 X 10 inch planks or the equivalent.

Contractors competent scaffolding person will post a scaffolding sign placard system to provide awareness of possible hazards near or on a scaffold.

The scaffolding sign placard system implemented by the competent person should include a DAILY inspection with that days competent persons initials, time of day (a.m./p.m.) and repairs or modifications made to the scaffold since the initial erection.

The placement of the placard on the scaffold should have a designated position for all scaffolds. All placards are to be placed at eye level, approximately at a height of 5 feet, adjacent to the access ladders for immediate employee hazard recognition.

Green placard = Scaffold Safe for Use

Yellow placard = Scaffold Under Construction, Fall Protection Required

Red placard = Scaffold Unsafe, Do Not Use

Scaffolds or work platforms shall not be altered by unauthorized personnel.

Contractors are required to develop a written plan if suspended scaffolds are used. The written plan must address all requirements in 29 CFR 1926.450. Additionally, a JHA must be developed and shared with personnel working on the suspended scaffold.

The perimeter around the scaffold shall be barricaded.

1. ROLLING SCAFFOLDS

- a. No one is permitted to ride rolling scaffolds while they are being moved.
- b. Rolling scaffolds shall only be used on level and suitable surfaces. Use leveling jacks, where required, or equivalent.
- c. The height shall not exceed four times the minimum base dimension.
- d. The work platform shall be fully planked. Planks must be cleated, or otherwise secured, to prevent movement.
- e. The scaffold shall have the casters or wheels in the locked position when the scaffold is not being moved.
- f. Obtain assistance when moving rolling scaffolds and assure the travel route is clear of holes and overhead obstructions.
- g. Re-inspect the rolling scaffold if moved more than 200' in an eight (8) hour work shift.
- h. Secure or remove all loose tools, materials and equipment before moving the scaffold.

2. INSPECTION OF SCAFFOLDS

- a. All scaffolds shall be inspected by a competent person after being erected and prior to use.
- b. All scaffolds shall be inspected by a competent person each day prior to being used.
- c. All such inspection shall be documented, including re-inspection when applicable.

O. FLOOR, ROOF OR WALL OPENINGS

Any floor or wall opening, through which a worker, equipment, or material might fall, shall be covered with material of sufficient strength to support any load placed upon it, or guarded on all sides with standard guardrails and toe boards.

If a cover is utilized, it shall be secured to prevent accidental removal or displacement.

The floor covering must be able to support twice the intended load.

A sign shall be posted on the protective covering which states "Floor (Roof) Opening. DO NOT REMOVE.

All temporary protection shall be left in place until permanent protection has been installed or the hazard has been eliminated.

Ladder openings in floors and platforms shall be guarded by standard guardrails and toe boards on all sides.

When it is necessary to work inside the barricade around a floor opening, appropriate personal fall protection shall be worn.

P. PORTABLE HAND AND POWER TOOLS (ELECTRIC AND PNEUMATIC)

1. HAND TOOLS

- a. Employees shall use only those tools, which are in good condition. The tool used shall be for the purpose for which it was designed. When proper and safe tools are not available for immediate work, contact your supervisor.
- b. All tools shall be inspected at regular intervals and tools which develop defects while in use shall be removed from service, tagged, and not used again until deemed to be in safe working condition.
- c. Impact tools with mushroomed heads, such as chisels, drills, hammers and wedges shall not be used until they have been reconditioned.
- d. Hammers, axes, shovels and similar tools shall not be used if the handles are loose, cracked or splintered. The handles shall be replaced and never repaired with tape or wire.
- e. Open-end and adjustable wrenches with sprung or damaged jaws shall not be used. Pipe wrenches with dull teeth shall not be used. Shims shall not be used to make a wrench fit.

- f. Pipe or other extensions shall not be used on a wrench handle for added leverage, unless the wrench is specifically designed for such use.
- g. Hammers with metal handles, screwdrivers or knives with metal continuing through the handle, metal rulers, metal tape lines, or tape lines containing metal wires shall not be used on or near energized electrical circuits or equipment. Insulation on hand tools shall not be relied on to protect users from an electrical shock.
- h. Tools shall not be left lying around where they may cause someone to trip or stumble.
- i. Tools shall not be thrown from place to place or from person to person.
- j. Appropriate buckets, etc., firmly attached to hand lines shall be used to raise or lower tools from one elevation to another.
- k. Tools shall be stored on appropriate tool boards, boxes, racks or compartments when not in use.
- l. When working on or above grating, a suitable covering shall be used to cover the grating to prevent tools, or parts from dropping to a lower level where personnel and equipment are present. The lower danger area should be barricaded or guarded with appropriate warning signs posted.

2. POWER TOOLS (ELECTRIC AND PNEUMATIC)

- a. No repairs or adjustment shall be made on a power tool (electric or pneumatic) unless the tool is disconnected from its power source. If it is necessary to be out of sight of the plug or connection while repairs are being made, attach a tag to the plug or connection.
- b. Never operate a power impact tool unless the retainer ring and/or pin is in place and the head is against a solid object.
- c. Damaged or defective tools must be removed from service immediately.
- d. Power tools shall be hoisted or lowered by a hand line, bucket, etc., never by the cord or hose.
- e. Cords and hoses must be kept out of walkways and off stairs and ladders. They must also be secured with care to prevent them from being damaged by other equipment or materials.
- f. Safety switches shall not be bypassed or made inoperable.
- g. All proper guards must be in place at all times.

3. ELECTRIC TOOLS

- a. The non-current carrying metal parts of electric tools such as drills, saws and grinders shall be effectively grounded when connected to a power source, unless:
 - b. The tool is an approved double-insulated type, or

- c. The tool is connected to the power supply by means of an isolating transformer or other isolated power supply, such as a 24-volt DC system.
- d. All power tools shall be examined prior to use to insure general serviceability and the presence of all applicable safety devices. The electric cord end electric components shall be given an especially thorough examination.
- e. Electric tools shall not be used where there is a hazard of flammable vapors, gases or dusts. Assure the ground prong is present.

4. PNEUMATIC TOOLS

- a. Pneumatic tools shall only be operated by competent persons who have been trained in their use. Documentation of training shall be available onsite.
- b. Pneumatic tools shall be secured to the hose by some positive means; also, each hose connection must be provided a safety-retaining clip.
- c. These tools shall never be pointed at another person.
- d. Compressed air shall not be used for cleaning purposes.
- e. Compressed air shall not be used to blow dust or dirt from clothing.
- f. Assure all appropriate personnel protective clothing is worn, including hearing protection, when necessary.
- g. Prior to making adjustments or changing air tools, unless equipped with quick-change connectors, the air shall be shut off at the air supply valve ahead of the hose. The hose shall be bled at the tool before breaking the connection.
- h. Metal-reinforced hose shall not be used near energized equipment. When this type hose must be used, proper clearances shall be maintained.

5. GRINDERS

- a. Stationary grinders shall be mounted securely on substantial floors, benches or foundations to prevent excessive vibration or tipping.
- b. Enclosures for grind wheels are required.
- c. Tool rests shall be kept 1/8" (inch) from the wheel and gap distance shall be adjusted for wheel wear.
- d. The abrasive wheel, disc, etc., shall meet or exceed the maximum RPM rating of the grinder.
- e. Immediately before mounting, all wheels shall be closely inspected by the user to assure the wheels have not been damaged. Any wheel that shows damage or has been dropped on a hard surface shall not be used.
- f. Guards are required on all portable grinders when the diameter of the wheel exceeds 2" (inches) in diameter.
- g. The abrasive wheel and accessories shall meet or exceed the maximum RPM of the grinder.

- h. The abrasive wheel shall be closely inspected for damage prior to mounting on the grinder.
- i. Abrasive grinding wheels shall not be dropped into a gang box, onto concrete, or shall not have other materials or tools dropped on them.
- j. When a grinder is first used at the beginning of the job, it should be brought up to operating speed with the wheel oriented so that any breakage will be deflected away from the user and other personnel.

6. MACHINE GUARDS AND SAFETY APPLIANCES

- a. Machine guards on components such as flywheels, belts and pulley drives or pump couplings shall not be removed unless the equipment is de-energized and tagged and locked out.
- b. If guards are removed to make repairs, the guards shall be replaced before the machinery is put back in operation.
- c. Only properly trained and authorized personnel shall make any adjustments to safety appliances such as relief valves, vents or overspeed trips.
- d. Safety appliances such as relief valves, vents or overspeed trips, etc., shall not be bypassed or made inoperative without express concurrence of management and the project safety representative.

Q. MATERIAL HANDLING AND STORAGE

1. POWERED INDUSTRIAL TRUCKS (FORKLIFTS)

When the use of a forklift is called for, the operator of the forklift must be certified in its use.

OSHA regulations (1926.602d) states: "the employer shall ensure that each powered industrial truck (forklift) operator is competent to operate a powered industrial truck (forklift) safely, as demonstrated by the successful completion of the training".

The operator must have his certification card, which signifies successful completion of this training, on his person whenever operating the forklift.

2. STORAGE

All material must be properly stacked and secured to prevent sliding, falling or collapse. Aisles, stairs and passageways must be kept clear to provide for the safe movement of employees and equipment and to provide access in emergencies.

Pipe, conduit and bar stock shall be stored in racks or stacked and blocked to prevent movement.

The quantity of materials stored on scaffolds, platforms or walkways must not exceed that required for one day's operations or the rated capacity of the scaffold or platform

Protruding nails must be bent or removed when forms or materials are stripped or uncrated.

Materials shall not be stored in such a manner that they block access to fire exits, electrical panels or emergency equipment.

3. MANUAL LIFTING AND CARRYING

When lifting heavy or awkward objects, the employee shall obtain the assistance from another employee or use power-lifting equipment.

When two or more persons are carrying an object, each employee, if possible, shall face the direction in which the object is being carried.

When two or more employees are lifting or pulling together, one person shall give the signals for the group. Never carry an object alone that prevents your seeing the route of travel.

When lifting an object, crouch or squat with your feet close to the object to be lifted, secure good footing with feet apart, take a firm grip with the palms, bend the knees, keep the back straight with the chin tucked in, lift by using the leg and thigh muscles, and hold the load close to your body.

4. PAINTING/CHEMICAL USE

The Contractor shall take appropriate measures to minimize the spread of airborne paint particles, i.e., hand tarps/visqueen, cover other equipment/material and cease outside spraying during windy conditions.

The Contractor shall provide adequate ventilation in enclosed areas.

Employees, whether applying or stripping paint, shall use all required personal protective equipment – when in doubt contact your supervisor.

Consult the Material Safety Data Sheet (MSDS) for all precautionary measures.

No spray painting will be permitted in the presence of open flames (acetylene torches, gas burners, welding operations, heaters, furnaces, boilers, etc.) due to the possibility of igniting flammable materials contained in the paint products.

Please refer to VII (B) for detailed information on the respiratory safety requirements.

R. BARRICADING / TRAFFIC CONTROL

1. BARRICADES

Barricades shall be maintained around excavations, confined spaces or other hazardous areas at all times.

Barricades may be 2" X 4" planks attached to upright stations or yellow and black ribbon. If 2" X 4" planks are used, they shall consist of handrails and midrails. Handrails shall be 42" from the floor or ground and the midrail shall be placed 24" from the floor or ground.

If the yellow and black "caution" tape is used, it shall be the plastic-coated, woven nylon type. Plastic or polyethylene type shall not be used.

Snow fence shall be used in lieu of barricade tape at construction areas where pedestrian traffic is present or which can cause caution tape to be insufficient.

2. TRAFFIC CONTROL

When working in or near a public road or street, barricades shall comply with IDOT Standards/Specifications for Traffic Control. This shall include, but not be limited to, spacing, color-coding, size and lighting.

All barricaded areas shall be inspected twice per week, once during daylight hours and once during the hours of darkness. The inspection form shall be completed after each inspection and forwarded to the CM Manager of Safety.

When flag persons are used, they shall have been trained and certified a flag person by a Laborer's Union or some other certifying agency. The flag person shall wear an appropriate traffic vest, PPE and be equipped with a traffic paddle or flag during daytime activity and an illuminated wand for night work. Any employee functioning as a flag person shall have in their possession a current certification card. Employees not trained and certified may not perform flagging duties.

Reflective vests shall be worn by all personnel working on Roadways, Taxiways, Runways and Projects where employees are in the area of vehicular traffic and/or airport Operations.

A daily traffic log must be completed and signed off. These records must remain on file for review.

S. SAFE USE OF EQUIPMENT/GENERAL EQUIPMENT

1. Any Contractor employee operating a piece of equipment that the employee sits in will be required to wear a functional seatbelt, unless the equipment lacks ROPS (Rollover Protection System) or is designed for standup operation.
2. Safety glasses and reflective vests shall be worn while operating equipment. Hardhats are required when outside a protective cab.
3. Functional fire extinguishers will be secured and located in all contractor equipment.
4. Daily equipment inspection sheets shall be completed by the operator and remain in the cab, available for review upon request.
5. Functional amber MARS lights must be activated at all times while equipment is operating, (Exception: Tracked Equipment).
6. Functional back up and movement alarms must be operating on all moving equipment.
7. All Contractor's operators must be trained on the proper operation of the piece of equipment they are using, and certified or licensed where required.
8. All vertical or articulating machinery that is used to lift workers or equipment must be equipped with a vertical and horizontal motion detection signal.
9. Impaired visibility caused by the equipment or the location of the equipment shall require the use of a spotter for the movement of equipment or vehicles on the construction site.

T. GENERAL SAFETY COMMUNICATION

Regardless of the method of communication, all Contractor's supervisors and/or foreman must be able to verbally communicate with their employees. If there are employees on the jobsite that choose to communicate with a language other than English, then the Contractor shall, at all times work is conducted, have supervisory personnel on the jobsite that is proficient in the chosen language of the employees and English. The ability to verbally communicate with all employees is paramount to safety training and hazard abatement.

U. STEEL ERECTION

Safety Standards are governed by OSHA, Section 1926R. Effective January 18, 2002, Subpart R was revised. Contractors involved with steel erection are required to comply with all requirements of Subpart R. The key provisions of the revised steel erection standard include:

1. The site layout and construction sequence
2. Site-specific erection plan
3. Hoisting and rigging
4. Structural steel assembly
5. Column anchorage
6. Beams and columns
7. Open web steel joists
8. Systems-engineered metal buildings
9. Falling object protection
10. Fall protection (The airport 6' fall protection rule shall supersede the 1926R fall protection requirements.)
11. Training

This subpart addresses hazards associated with, but not limited to hoisting, landing and placing decking; column stability; double connections; working under loads; landing and placing steel joists and falls to lower levels. These provisions are specifically addressed to ALL EMPLOYEES exposed to any of the conditions aforementioned and is NOT specific to the ironworkers trade only.

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VII. HEALTH PRECAUTIONS

A. HAZARD COMMUNICATION

1. DEFINITIONS

Article: A manufactured item which is formed to a specific shape or design during manufacturer has end use functions dependent in whole or in part upon the shape or design, and which does not result in exposure to a hazardous chemical under normal conditions of use.

Chemical: Any element, compound or mixture of elements and/or compounds, excluding articles, food, drugs or cosmetics intended for personal consumption, wood, wood products, tobacco and tobacco products.

Name: Scientific designation of a chemical in accordance with the nomenclature system of the International Union of Pure and Applied Chemistry (IUPAC) or the Chemical Abstracts Service (CAS).

2. POLICY

This program is designed to insure that the Contractor provides information to his employees at all levels regarding chemical projects to which they are exposed. It will be accomplished by the following:

Contractors shall maintain a list of all hazardous chemical products used and stored onsite. A copy of all MSDS shall be submitted to the Contractor safety representative prior to being brought onto the site. A master index will be located in the CM Manager of Safety's and the Contractor's office.

Appropriate labeling on containers of all chemical materials used. All labeling shall conform to the National Fire Protection Association (NFPA) systems.

Making available Material Safety Data Sheets (MSDS's) for all chemical products used at the airport.

Employee training to recognize and interpret labels, warnings, color-coding, signs, etc., that are affixed to containers so that they can properly protect themselves against potential hazards.

Employee training to understand the elements of the Material Safety Data Sheet and to recognize possible risks to health and physical harm.

This written program shall be made available, upon request to employees, their designated representative(s) and all City of Chicago, State and Federal officials who have proper authority.

3. CHEMICAL PRODUCT INVENTORY LISTS AND MATERIAL SAFETY DATA SHEETS

A list of all hazardous chemicals and a copy of MSDS's used shall be maintained in the CM Manager of Safety's office.

Each Contractor shall be required to maintain a copy of a chemical inventory and a copy of all MSDS's for chemicals used by their employees or employees of their subcontractors. These copies will be maintained onsite.

4. LABELS

Hazardous chemicals received onsite shall be properly labeled by the manufacturer/supplier. If labels are not provided, the supplier shall be contacted to get the specific labels. Containers will not be received onsite without labels. These labels must provide the following information:

- a. Identity of the chemical projects or substances in the container
- b. Hazard Warnings
- c. Name and address of the manufacturer or other responsible party
- d. The labels must not be removed and must be replaced if illegible

All containers of hazardous chemical projects, including laboratory bottles, solvent cans and dispensers must be labeled and must be of proper construction in order to contain the chemical.

5. EMPLOYEE TRAINING AND INFORMATION

Contractors shall provide to employees whose work includes the use of hazardous chemicals training in the handling of chemical products. There will be periodic reviews of the training program.

The training program will provide instruction in the following:

- a. The location and availability of the MSDS sheets
- b. Explanation of the MSDS data and manufacturer's label
- c. Methods and observations to detect the presence, or release, of hazardous chemicals in the work area.
- d. Protection measures for employees. This includes safe work practices and available protective equipment such as face and eye protection, outerwear, gloves and respirators.

6. INFORMING OTHER CONTRACTORS

Information concerning the location and hazards of hazardous chemicals present in the work area must be made available to other contractors. Copies of the appropriate Material Safety Data Sheets shall be given to the Contractor's supervisory personnel by the Contractors Safety Representative when it is apparent that contractor employees are working in an area where hazardous chemicals are used.

B. RESPIRATORY PROTECTION

1. RESPONSIBILITY

The Contractor shall be responsible for administration of an effective respiratory protection program. They may delegate the authority for this assignment to the safety specialist. However, it remains the Contractor's responsibility to assume full compliance with all sections of this program.

2. HAZARD ASSESSMENT

Proper written assessment of the hazard is the first important step to protection. This requires thorough knowledge of the process, related equipment, raw materials and end products and by-products which can possibly create an exposure hazard. Air samples must be taken with proper sampling instruments during all conditions of operation to assess the atmosphere for oxygen content in concentration levels of particular and/or gaseous contaminants. The sampling device and the type and frequency of sampling will be dictated by the exposure and operating conditions.

3. HAZARD CONTROL

As operating conditions within an active construction site make many engineering controls difficult, if not impossible to use, considerable emphasis must be given to providing proper and adequate personal protective equipment. However, consideration should be given to using less toxic materials in the process, providing suitable exhaust ventilation or isolation.

4. SELECTION

Since there are many types of respiratory protective devices, it is imperative that they be selected with utmost care to insure that the proper protection is afforded and that personnel are thoroughly trained in their use and limitations. Only equipment approved by the National Institute for Occupational Safety & Health (NIOSH) will be used.

Respiratory protective devices vary in design, application and protective capability. The user must, therefore, assess the inhalation hazard and understand the specific use and limitations of available equipment to assure proper selection. Respiratory protective devices fall into three classes; air purifying, supplied air and self-contained breathing apparatus.

5. TRAINING

For safe use of any respiratory protective device, it is essential that the user be properly instructed in the selection, use and maintenance. Both supervisors and workers shall be so instructed by competent persons. Minimum training shall include the following:

Instruction in the nature of the hazard, whether acute and/or chronic, and an honest appraisal of what might happen if the proper device is not used.

Explanation of why a more positive control is not immediately feasible. This shall include recognition that every reasonable effort is being made to reduce or eliminate the need for respiratory protection.

A discussion of the devices, capabilities and limitations.

- a. Instruction and training in actual use (especially a respiratory protective device for emergency use) with close and frequent supervision to assure that it continues to be properly used. Classroom and field training to recognize and cope with an emergency situation.
- b. Training shall provide the employees an opportunity to handle the device, have it fitted properly, test its face piece to face seal, wear it in normal air for long periods and finally, to wear it in a test atmosphere. Respiratory protective devices shall never be worn when a satisfactory face seal cannot be obtained. There are many

conditions that may prevent a satisfactory face seal from being worn, such as excessively long side burns, beard, temples on glasses, or an unusually structured face.

All training will be documented and that documentation maintained onsite.

6. INSPECTION, MAINTENANCE AND REPAIR

Proper inspection, maintenance and repair of respiratory protective equipment is mandatory to assure success of any respiratory protection program. The precise nature of the program will vary widely depending on the type of equipment involved. The goal is to maintain the equipment in the conditions providing the same effectiveness it had when manufactured.

All equipment must be inspected periodically before and after use. For equipment used only in emergencies, the period between inspections should be no more than one month. A record shall be kept of all inspections by date with the results tabulated. The manufacturer's recommendations shall be followed precisely.

All respiratory protective equipment shall be cleaned and disinfected after each use. Other maintenance includes replacement of disposal elements, such as filters and cartridges whenever such replacement is necessary. Following the cleaning of equipment, it shall be placed in a plastic bag to maintain it free of contamination.

Replacement of other than disposable parts and any repair shall be done only by personnel with adequate training to insure that the equipment is functionally sound after the work is complete.

7. MEDICAL SURVEILLANCE

Workers will not be assigned to any operation requiring respiratory protection until a physician has determined that they are physically and psychologically capable of performing the work using the respiratory protective equipment. Documentation of the physical exams will be maintained onsite.

C. HEAT STRESS

1. DEFINITIONS

Heat stress - A combination of environmental conditions, work demands and clothing requirements that tend to increase body temperature. Heat stress can diminish work performance and adversely affect worker health and safety.

Note: Environment conditions include high temperature/ high humidity and heat from hot surfaces.

Heavy Work - Heavy lifting, pushing or pulling as in pick and shovel work or climbing ladders and stairs, turning valves and lifting or moving heavy objects.

Moderate Work - Sitting with heavy arm or leg movement, standing with some walking about or walking about with moderate lifting/pushing and descending stairs/ladders, installing insulation or manual valve alignment (ease).

2. RESPONSIBILITY

Supervisor shall:

- Plan work tasks to reduce heat stress potential
- Emphasize the safe work practices in the Heat Stress Policy
- Insure the use of the “buddy system” and monitoring in areas where heat exposure is severe due to protective clothing requirements.

Employees shall:

- a. Inform their supervisor of any medication which may preclude the employee from working in a heat stress area. These medications include:
 - Diuretics
 - Vasodilators
 - Central nervous system inhibitors
 - Antichlorinergic medications
 - Antihistamines
 - Muscle relaxants
 - Tranquilizers
 - Sedatives
 - Amphetamines
 - Atropine
- b. Inform their supervisor of recent sunburns or any illness involving fever, vomiting or diarrhea as these conditions may dehydrate a person.
- c. Immediately notify the person in charge and leave the area when feeling discomfort from heat stress, e.g.,
 - Dizziness
 - Headache
 - Nausea
 - Fainting

Note: When working outside, rest in the shade
- d. Follow these directions to reduce the potential of heat stress problems.
 - Increase fluid intake
 - Do not skip meals
 - Avoid alcohol use

3. DESCRIPTION OF HEAT STRESS

Under heat stress conditions, the body produces heat faster than it can be shed to the surrounding environment or when the body absorbs heat from the surrounding environment. The body must maintain itself between 98 degrees – 100 degrees F. To do this, the body increases blood flow to take heat from the muscles to the skin and increase perspiration to cool by evaporation.

4. RECOGNITION AND TREATMENT OF HEAT ILLNESSES

ILLNESS	SYMPTOMS	TREATMENT
Heat Stroke	Dry skin, usually red; mottled or cyanotic; confusion, loss of consciousness; convulsions, fatal if treatment is delayed.	Immediate and rapid cooling by immersion in chilled water or wrapping in a wet sheet.
Heat Rash	Red rash with blister-like bumps; prickling sensation during heat exposure.	Intermittent relief from heat, maintain dry skin, prevent secondary infection.
Heat Cramps	Painful spasms of muscles used during work; onset during or after work hours.	Drink more water, eat salty foods.
Heat Syncope	Fainting while standing, erect and immobile in heat.	Remove to cooler area; rest in recumbent position; drink water.
Heat Exhaustion	Fatigue; nausea, headache, giddiness, skin clammy and moist; may faint with rapid pulse and low blood pressure.	Remove to cooler area. Rest in reclined position; administer fluids by mouth.

5. TRAINING

Sufficient annual training shall be provided to cover heat stress problems employees could experience. The training should include:

- Recognition and treatment of heat stress
- Safe work practices
- Instrumentation for heat stress monitoring
- Physiological heat exposure limits/WBGT
- Documentation of training will be maintained onsite

D. CONFINED SPACE ENTRY

All confined space work shall be done under the supervision of a competent person.

1. INTRODUCTION

The Contractor shall have the responsibility for recognizing areas considered to be a confined space and for notifying employees assigned to such locations. The Contractor shall be responsible for providing equipment and special instructions for the workmen, such as ventilating units, respirators, safety belts, lifelines, all atmospheric testing and testing equipment, and all conformance to all applicable OSHA standards.

The “buddy” system shall be used and an observer shall tend all workmen in a confined space. Rescue procedures shall be agreed upon beforehand. The Contractor shall submit a complete Confined Space Entry Program to the CM Manager of Safety prior to starting

work. The Contractor shall also be responsible for notifying the Chicago Fire Department prior to beginning work in a confined space. Further, Job Hazard Analysis documentation and discussion related to specific confined space operations shall be submitted to the CM Manager of Safety.

The hazards encountered and associated with entering and working in confined spaces are capable of causing bodily injury, illness, and death to the worker. Accidents occur because of failure to recognize that a confined space is a potential hazard. Hazard potential is magnified when employee workspaces, which previously have been free of contamination, are for various reasons subject to conditions which alter their normal atmospheres. An employee's awareness of conditions in and around his or her work areas must be instilled in those working in confined spaces. An understanding of the nature of any problem shall be communicated to affected employees by their employers, so that an awareness of entry into the space will be achieved.

2. DEFINITION

A confined space is defined as any space having limited entry or exit (egress) which may be subject to the development of any oxygen-deficient atmosphere or the accumulation of toxic or flammable contaminants. Confined spaces may include, but are not limited to the following structures or enclosures: Silos, boilers, vaults, storage tanks, plating and degreasing tanks, process vessels, bins, sewers, manholes, catch basin, pipelines, underground utility vaults and ducts. Also included are open top spaces such as pits, tubs, tunnels, press pits and underground shafts or other excavations which may be poorly ventilated and permit the presence of a hazardous atmosphere.

3. HAZARDS

A variety of hazards may be associated with a confined or enclosed space, and knowledge of them is essential when evaluating the condition of such spaces. A list of these hazards include:

- a. An atmosphere deficient in oxygen due to its displacement by other gases or vapors. An oxygen-deficient atmosphere is one, which contains less than 19.5% oxygen by volume. An oxygen-enriched atmosphere exceeds 23.5% oxygen.
- b. A Lower Explosive Limit (LEL) that exceeds 10%.
- c. Toxic, flammable, or explosive dusts, gases, vapors, fumes, smoke or mists.
- d. Electrical equipment such as tools or lighting which may present the possibility of electrical shock or serve as a source of ignition.
- e. Exposure to extremes in temperature.
- f. Limited access opening which may hinder the entry of rescue personnel.
- g. The operation of tumblers, mixing blades, crushes, agitators, pumps, rams or conveyors.
- h. Insufficient illumination.
- i. Obstacles of distance between the work location and point of exit.
- j. Hydraulic oils, gases or other fluids contained within pressurized lines.

- k. Improper, inadequate, or poorly maintained respiratory protective or rescue equipment.
- l. Absence of an attendant stationed outside of the entrance.
- m. Lack of ability to communicate between inside workers and outside personnel.

4. PROCEDURES FOR ENTRY

The following are conditions for entry into all confined spaces:

Break or block supply lines or lock out valves on those supply lines servicing the vessel or space. The flow of material into confined spaces while employees are working there must be eliminated. Caution must be exercised while breaking supply lines to prevent exposure to hazardous material they may contain.

Lock and tag out energy sources to moving parts inside the space such as agitators, converters, or mixing blades.

Before entry, the confined space shall be purged by leaving access doors or hatches open. Natural ventilation is then possible, or mechanical ventilation may be provided by a portable blower. When portable blowers are used, intakes to this air-moving equipment must be positioned so that only clean air is introduced into the confined space. Any accumulation of material which could make the atmosphere hazardous, such as sludge or liquids, shall be removed before entry where possible. Air sampling is required prior to any entry into a confined space.

Mechanical ventilation must be provided where welding or cutting is done in confined spaces. All gas or oxygen cylinders and manifolds shall be located outside the confined spaces.

When used in confined spaces, portable lights and electric tools shall be grounded unless they are UL approved double insulated. Work in damp, confined spaces or metal tanks or enclosures requires exceptional protection from electrical hazards. Ground fault circuit interrupters, battery-powered equipment, or approved protected low voltage systems shall be used.

Sufficient lighting shall be provided in the confined space without use of matches or an open flame. Portable lights shall have protective guards to prevent bulb breakage. Explosion-proof plug-in lights, flashlights, and electric motors shall be used in confined spaces where flammable materials are present.

Where contact with any contaminants which could result in skin or eye irritation is possible, protective clothing shall be worn to prevent contact. This may include face shields, goggles, protective hats, gloves, sleeves, and rubber boots and rain jackets. Head protection is required except where it might constitute a hazard.

Prior to entry, workers shall be made familiar with diagrams and plans of the interior of the confined space, ladder locations, access openings and process lines.

The area surrounding the confined space entry point shall be kept clear of all debris of equipment, and the number of employees entering the space shall be kept to a minimum.

The entry permit must be hung at point of entry. A written record must be maintained at the point of entry of the name and time entered/exited.

When entering confined spaces, employees shall attach their personal identification badges to the confined space entry permit. They shall reclaim their badge upon leaving the confined space.

When an employee enters any confined space such as, but not limited to, a bin, silo, hopper or tank which contains bulk or loose material that could engulf the employee, the supply of material shall be shut off and the discharge shall be shut off if feasible.

The employee shall wear an approved, full safety body harness attached to an approved lifeline. The lifeline shall be strung from overhead and down to the employee where it is attached to the "D" ring on the full safety body harness and kept reasonably taut at all times. When this is done, another employee shall be in sight or within hearing distance.

Safety harnesses and lifelines shall be so attached to the employee entering the confined space that his body cannot be jammed in the opening.

Whenever employees are in a confined space, there shall be an attendant immediately outside the opening who shall have been trained in attendant duties and who shall be performing no functions other than that of an attendant.

Communications, such as visual, voice, or signal line shall be maintained between a rescue person outside the confined space and all employees inside the space. A mechanical means to lift the employee out of the confined space shall be provided.

In order to enhance communications, work being performed in confined spaces shall be planned far enough in advance so that responsible for the testing will schedule it accordingly.

5. AIR SAMPLING

Air sampling is necessary before entry is made. It is the responsibility of the Contractor whose employees will be entering any confined space (new or existing) to provide testing.

An extension wand attached to the air monitor shall be used when entering a horizontal type confined space.

Carbon monoxide levels must be monitored regularly in enclosed areas when temporary heaters, construction equipment and portable generators are being used. Should gases, vapors, fumes, ducts or mist levels be above the allowable OSHA Threshold Limit Values (TLV), the Contractor shall reduce them through engineering controls or have a respiratory program in place. In either case, the Contractor must provide maximum protection for those exposed, and comply with all City of Chicago, State of Illinois and Federal regulations.

Responsibilities for air sampling are as follows:

- a. Contractor supervision has the responsibility for sampling air in the confined spaces they plan to access. Training for this duty will be provided by the Contractor.
- b. Copies of test results shall be maintained onsite.

Where possible, testing of confined spaces must be conducted from outside the space. Where remote testing is not possible and entry must be made in order to perform the appropriate testing, respiratory protection, lifelines, and other necessary protective equipment and procedures designed for atmospheres immediately dangerous to life or health must be utilized while conducting these tests.

At no time shall sources of ignition be introduced into questionable atmospheres while testing is being done. This requirement will necessitate the use of spark proof flashlights in areas being tested, if such lighting is needed.

Prior to entry, all confined spaces shall be monitored and the atmosphere shall not exceed the following limits:

Oxygen	Not less than 19.5% or more than 23.5%
Combustible	10% of LEL
CO	35 P.P.M.
H ₂ S	10 P.P.M.

Note: The Contractor shall be responsible for the testing of confined spaces, the issuing of permits, the training of employees, and the enforcement of all applicable standards.

E. DUST CONTROL PLAN

Each Contractor is responsible for controlling dust that:

- a. Might endanger the health of employees or others.
- b. Creates a nuisance to the general operations of the airport and public safety.
- c. Creates a nonconformance to environmental regulations.

Should the dust levels be above the allowable Threshold Limit Value (TLV), the Contractor shall reduce them either through engineering controls, watering trucks, or sweepers. The Contractor must provide maximum protection for those exposed to dust, and comply with all City of Chicago, Chicago Department of Aviation, State of Illinois and Federal regulations.

The Contractor is responsible for keeping service roads, taxiways, and runways on which they are using or working, clean and free of debris.

F. HEARING PROTECTION

Each employee shall wear hearing protection in areas designated as high noise areas.

Contractors, foremen, supervisors and managers are responsible for insuring that each employee under their direction fully complies with the provisions of this program.

1. NOISE ASSESSMENT

Contractor shall be responsible to conduct general noise level surveys and personal monitoring to assess the need for hearing protection.

A survey shall be made initially and whenever there is a major change in operating conditions. If the survey indicates high noise areas (90 dBA or greater), the area shall be posted for hearing protection requirements and periodically, employees shall use personal monitors to identify inclusion in the program. The survey and personal monitoring shall be performed using sound level meters or noise dosimetry under the "A" weighing scale (slow response).

If the 8-hour time weighted average (TWA) equals or exceeds 85 dBA, the employee shall be enrolled in the Hearing Conservation Program.

The Contractor shall notify each employee exposed at or above the action level of an 8-hour TWA or 85 dBA, of the result of the monitoring.

2. HEARING PROTECTORS

The Contractor shall make hearing protectors available to all employees exposed to an 8-hour time weighted average of 85 dBA or greater at no cost to the employees. Hearing protectors shall be replaced as necessary.

Each supervisor, operator, etc., shall insure that hearing protectors are worn in all posted areas by all employees.

Employees shall be given the opportunity to select their hearing protectors from a variety of suitable hearing protectors (three minimum) where possible.

Training in the use and care of all provided hearing protectors shall be given to employees.

Proper initial fitting shall be assured and the correct use of all hearing protectors shall be supervised.

3. EMPLOYEE TRAINING

The Contractor shall provide a training program of all employees who are exposed to a noise level at or above an 8-hour time weighted average of 85 decibels. Training shall be documented with the documentation being maintained onsite

The training program shall be repeated annually for each employee working in the affected area. Information provided in the training program shall be updated to be consistent with changes in protective equipment and work processes. A copy of the training program and documentation of attendance shall be provided to the CM Manager of Safety.

The training program shall include:

- The effects of noise on hearing

The purpose of hearing protectors, including the advantages, disadvantages, and attenuation of various types, plus instruction on selection, fitting, use and care.

G. DRUG-FREE WORKPLACE

1. POLICY

All employees shall report to work in a physical condition that will enable them to perform their work in a safe and efficient manner.

All employees are prohibited from using, possessing, dispensing or receiving "prohibited substances" on CDA facilities.

The term "prohibited substances" (as used throughout this policy) means and includes illegal drugs (including controlled substances, look-alike drugs, designer drugs, synthetic drugs, unauthorized prescription drugs, prescription drugs not used for their prescribed purpose and alcohol).

The term CDA Facility (as used throughout this Policy) includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles including construction job sites over which CDA has responsibility.

All employees are prohibited from reporting to work with a “measurable amount of a prohibited substance” in their system.

The term “measurable amount of a prohibited substance” (as used throughout this policy) is defined in the following table:

2. SCHEDULE OF MEASURABLE AMOUNTS OF PROHIBITED SUBSTANCES

	<u>Per GC/MS Test</u>	<u>Per Emit Test</u>
Amphetamines /Methamphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Marijuana	100 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	50 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine	25 ng./ml	25 ng/ml

Any employee taking “prescribed medication” which may affect their ability to perform their duties in a safe and efficient manner” is required to notify their immediate supervisor that such medication is being taken.

The term “prescribed medication” which may affect an employee’s ability to perform the employee’s work in a safe and efficient manner, means any prescription medication where the label indicates that the drug may cause drowsiness, imbalance, or includes a caution with regard to operating a vehicle or machinery, or may impair their ability to perform the work safely and efficiently.

3. ENFORCEMENT OF RULES

The CDA or CM, in order to enforce the rules, reserve the following rights:

a. Right to Inspect.

The CDA or CM have the right at all times, under all circumstances, and for any reason to inspect CDA controlled premises.

The CDA or CM has the right to inspect employees and their personal property, including but not limited to; their lockers, baggage, desks, tool boxes, clothing and vehicles located on CDA controlled premises if, and only if, the CDA or designated representative have a reasonable suspicion that the employee has violated some portion of this policy.

The CDA or CM will report the results of any search or inspection, which results in the discovery of prohibited substances, to the appropriate law enforcement authorities.

b. Right to Jobsite Access.

The CDA and its authorized representatives, or order to enforce the rules, reserves the following rights:

Note: The designated CDA representative has the same authority and rights as the Construction Manager (CM) under this section.

The Construction Manager has the right at all times, under all circumstances, and for any reason to access any jobsite. Once site is accessed, CDA or the designated representative can operate as it deems fit to maintain a safe jobsite.

c. Right to Require Drug / Alcohol Tests

The CDA or designated representative has the right to require a Contractor's employee to submit to drug and alcohol testing (as described below) if any one or more of the following occurs.

- If the employee is involved in or has directly or indirectly caused an "accident". The term "accident" shall mean any event or occurrence resulting in injury to a person or damage to property.
- If the employee is involved in or has directly or indirectly caused an "incident". The term "incident" shall mean an event or occurrence which has all the attributes of an accident, except that no injury was caused to a person or damage caused to property.
- If CDA or designated representative have a "reasonable suspicion" that a violation of this policy has occurred. The CDA or designated representative shall have such a "reasonable suspicion" in the event of erratic behavior such as noticeable imbalance, incoherence, and/or disorientation, or body odors of the employee.

d. Right to Obtain Information Concerning Prescription Medication.

The CDA or designated representative reserves the right to request an employee to identify the type of prescription medication and the dosage of prescription medication which is being taken by the employee and the period of time during which the employee expects to be taking the medication. If the CDA or designated representative determines that the prescription medication is likely to impair the employee's ability to perform the employee's assigned work safely and efficiently, then the CDA or CM Manager of Safety may ask that the employee be reassigned to a project not on CDA property.

4. PROCEDURES FOR DRUG OR ALCOHOL TESTING

If an employee is requested to submit to a drug and alcohol test, then the testing will be conducted in the following manner:

a. When the Tests will be Required

The CDA or CM Manager of Safety, through the Contractor's personnel (i.e., A Corporate Officer, Risk Manager, Manager of Safety, Superintendent, General Foreman and/or Foreman) will orally request the employee to submit to a drug and alcohol test and explain to the employee the reason why the tests are being

requested. The employee then is obligated to promptly submit to the tests as soon as practicable. In this regard, a representative will be entitled to accompany the employee to the Contractor testing facility.

b. Who will take the samples

The tests on the samples shall be conducted by an independent, certified or licensed, drug testing facility selected by the medical facility or by the medical facility itself. The employee shall be requested to sign a consent form authorizing the testing facility to conduct the tests. The tests shall be conducted at the expense of the Contractor.

c. What test shall be performed

The initial drug screening procedure or test shall be performed using an Enzyme Multiple Immunoassay Test (Emit Test). If the Emit Test indicates the presence of a measurable amount of a prohibited substance, then a second Gas Chromatography/Mass Spectrometry Test (GC/MS Test) shall be utilized.

d. What constitutes a "Positive" test for a prohibited substance

If the GC/MS Test confirms the presence of a measurable amount of a prohibited substance, then the test shall be deemed to be "positive" for the prohibited substance.

e. Alcohol Testing

All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device by a trained Breath Alcohol Technician. If the result of the screening test is less than 0.04 percent alcohol concentration the result of the test is negative and no further testing shall be done. If the result of the screening test is an alcohol concentration of 0.04 or greater, a confirmation test shall be performed. The confirmation test shall be performed not less than fifteen (15) nor more than twenty (20) minutes after completion of the screening test.

f. What constitutes a "Positive" test for alcohol

If the result of the screening test and confirmation test are 0.04 percent alcohol concentration or greater, the result is positive.

g. Consequences of a "Positive" drug or alcohol test

If an employee's test is positive for a prohibited substance, then the employee shall be deemed to have violated this Policy prohibiting the employee from reporting to work with a measurable amount of a prohibited substance in the employee's system.

5. EMPLOYEE'S RIGHTS

In connection with the testing procedures, the employee has the following rights:

- a. The Contractor shall direct the testing facility to preserve part of the original samples for testing by the employee at the employee's expense.
- b. The Contractor shall provide the employee with copies of the test results.

- c. The Contractor shall keep the results of the tests confidential to the extent practicable.
- d. The Contractor shall disclose the results of the tests only to persons who have a legitimate need to know the test results.

6. DISCIPLINARY ACTION FOR VIOLATIONS OF RULES

An employee who uses, possesses, dispenses or receives prohibited substances on airport property may be immediately removed and may be permanently barred from working at a CDA facility.

An employee who reports to work with a measurable amount of a prohibited substance in the employee's system shall be immediately removed and may be permanently barred from working on a CDA facility.

If an employee refuses to cooperate with the drug or alcohol testing procedures, then the employee shall be immediately removed and may be permanently barred from working at a CDA facility.

If the employee refuses to permit the CDA or CM Manager of Safety to conduct a search or inspection permitted under this Policy, the employee shall be immediately removed and may be permanently barred from working at a CDA facility.

If an employee fails to report the employee's use of a prescribed medication which will or may impair the employee's ability to perform the employee's job in a safe and efficient manner, then the employee shall be immediately removed and may be permanently barred from working at the City's Airport.

7. CONCLUSION

The Contractor's compliance and cooperation with this policy, including cooperation with CDA or the CM Manager of Safety requested drug and alcohol testing and inspection procedures, is a condition of employment. The failure of a Contractor to comply and cooperate with this policy shall be grounds for disciplinary action, including termination of the contract.

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VIII. EMERGENCY PROCEDURES

A. INTRODUCTION

The Contractor shall prepare written procedures governing actions to be taken in the event of serious injury, property damage or catastrophic events. These procedures shall be updated as the work progresses. Emergency procedures will include necessary action to be taken, who will take them, names of persons to be notified, and location of emergency equipment and supplies. These procedures will be provided to all key personnel involved and will be posted in conspicuous locations throughout the project.

B. GENERAL

At the time of the project job start-up, copies of emergency procedures shall be given to all supervisors. The Contractor's Superintendent shall review the program with each supervisor to be certain they understand the requirement and their responsibilities. Upon completion of the review, the project superintendent shall note in his job diary that he reviewed this procedure with the foremen, giving all pertinent information.

C. GENERAL PROCEDURES

All emergencies are to be handled by the highest-ranking person present, with whoever is available to assist.

Ranking person shall delegate responsibility for making emergency phone calls.

Emergency phone numbers are to be placed at conspicuous places throughout the jobsite.

The need for an ambulance or other emergency equipment shall be determined by the site personnel, except where a catastrophic event has occurred. In the event of a catastrophic occurrence, public authorities shall govern.

Where specific procedure has not been established, relative judgment should be used in determining what course to follow.

In all instances the CM Manager of Safety shall be notified immediately upon completion of emergency first aid treatment.

1. FIRE

- a. Make a safe attempt to extinguish, but in no way endanger yourself or others. At the same time, have the Chicago Fire Department notified. Assign an employee to meet the fire department at the site entrance to provide directions to the location of the fire.
- b. Insure that employees in adjoining work areas are evacuated to a safe area.
- c. Keep all spectators and non-essential employees away from the fire.
- d. If explosive-type materials are involved immediately evacuate all personnel.
- e. Make no comments to media representatives. Refer all inquiries to the Supervising Consultant.

2. ACCIDENTS INVOLVING SERIOUS INJURY OR DEATH

- a. Provide for necessary first aid. Send for medical personnel.
- b. Remove and/or keep back all non-essential personnel.
- c. Provide assistance to rescue personnel as requested.
- d. Make no comments. Refer all inquiries to the Chicago Department of Aviation.
- e. Allow no pictures to be taken except on approval of CDA or designated representative.
- f. Notify CM Manager of Safety immediately. Make full investigation and file the written report within twenty-four (24) hours.

3. PROPERTY DAMAGE ACCIDENTS

- a. Notify CM Manager of Safety
- b. Protect against further damage where possible
- c. Where the possibility of fire, explosion or electrical injury exists, take additional measures as necessary to protect personnel.
- d. Keep all spectators and non-essential employees back and/or away from the area.
- e. Make no comments. Refer all inquiries to Chicago Department of Aviation.
- f. Allow no onsite pictures to be taken except on approval by the Construction Manager.
- g. Make full investigation and file report within twenty-four (24) hours.

4. BOMB THREAT

When a bomb threat is received for the first time, the project or office shall be evacuated immediately. Notify the City of Chicago Police Department immediately. A search of the premises will be made by the City of Chicago Police Department. If a suspicious article is found - DO NOT TOUCH IT – leave the area – notify the appropriate authorities immediately.

If no bomb is found and a second threat is made shortly after the first one, the premises should be evacuated again and searched again by the City of Chicago Police Department. If a third threat occurs under similar circumstances, which make the threat appear to be a mere continuation of the same pattern of false claims, careful evaluation of the circumstances by the City of Chicago Police Department may indicate a need for no further action.

If a threat occurs after a substantial period of time has elapsed since the previous threat, or if for any reason the threat seems to be unrelated to the earlier threats, the above procedures of evacuation, etc., shall be followed.

The evacuation will consist of all personnel on the project or in the office. A count will be made to assure all are present.

Do not allow anyone except authorized personnel to re-enter the area.

If necessary to stop or detour traffic away from the affected area, utilize the City of Chicago Police or Contractor's flagperson.

Notify any affected businesses or residents who may be endangered.

Allow no photos. Make no comments. Refer all inquiries to the Chicago Department of Aviation.

IX. INSPECTIONS

A. RESPONSIBILITIES

1. CONTRACTOR

The Contractor has the responsibility to stop work at any time an imminent danger to persons or property exists with their own operation or with the operation of a subcontractor. The Contractor will receive no recompense for additional cost or time extension.

The Contractor shall periodically inspect all areas under their control. The Contractor shall insure that at least a thorough, documented inspection is completed on a weekly basis (FAA funded projects shall have a documented daily inspection). Such documented inspections shall be forwarded to the CM Manager of Safety. The CM Manager of Safety shall forward a copy of inspection reports to the designated CDA safety representative.

2. CONTRACTOR'S SUPERVISION

Each Contractor supervisor shall insure that ongoing observations are done in their area(s) of responsibility for the purpose of identifying and correcting hazards and deficiencies. This activity should be an ongoing responsibility of all supervisors.

3. INDIVIDUAL EMPLOYEES

Each employee shall be held responsible for identifying hazards and deficiencies in their immediate work area.

B. HAZARDS/DEFICIENCIES

The following is a partial list of items that need to be checked during each inspection:

1. Proper storage of materials.
2. Scrap material in proper containers.
3. Overflowing trash containers.
4. Unused tools in proper place.
5. Signs appropriate and legible.
6. Walkways unobstructed.
7. Storage areas disorderly.
8. Spills not wiped up.
9. Oily rags left in the open, not in required metal containers.
10. Flammable materials in unauthorized containers.
11. Ladders – Not properly secured, broken or missing rungs, cracked side rails, etc.
12. Catwalks – No guardrails installed, lack of toeboards, obstructed, etc.
13. Scaffolding – Improperly installed or secured, in poor repair, missing components, not authorized, etc.
14. Compressed Gas Cylinders – Unsecured, improper storage, caps missing, hoses and regulators left pressurized, etc.
15. Tripping/Slipping Hazards – Temporary hoses/cord/pipes strung across walking surfaces, holes in floor/decking/grating, oil or water on floor, obstruction at the bottom of stairs/ladders/ramps, etc.
16. Protrusions – Into aisles/walkways without protective devices or warnings.

17. Chemical Containers – Proper labeling and storage, barrels equipped with vent bungs and stored out of direct sunlight, no incompatibilities stored together, precautionary signs legible and strategically located, etc.
18. Equipment does not have guards installed.
19. Safety latches are not installed where required.
20. Safety signs are not posted where required.
21. Failure to wear hard hats, safety glasses, proper footwear and hearing protection when required.
22. Working on energized/pressurized equipment without proper approval and protective equipment and clothing.
23. Handling chemicals without proper protection, i.e., no apron, face shield, gloves, boots, respirator, etc., when required.
24. Improper lifting methods.
25. Lack of fire-watch for welding, flame cutting and grinding operations.
26. Attendant improperly located during confined space entries.
27. Smoking in prohibited areas.
28. Failure to comply with tagging and lockout requirements.
29. Working at heights over six feet without fall protection/harnesses when outside a protected area (properly erected scaffolding, etc.).
30. ABC Dry Chemical type fire extinguishers not in place, inspection not up to date, safety pin not sealed, evidence of damage/discharge, etc.
31. Emergency cabinets improperly stocked or in disarray
32. Access to emergency equipment not clear (i.e., fire extinguisher/hoses, eye wash stations, emergency shower, etc.)
33. Zones not clearly marked or posted
34. Permits not posted
35. Warning signs are not posted
36. Welding machines operating when unattended and not in use
37. Leads and hoses improperly routed through doorways without protection from damage
38. Inadequate illumination for the work being performed
39. Cages not installed around light bulbs on drop cords
40. Ground Fault Circuit Interrupters not in place

In addition to the Contractor's inspections, the CM Manager of Safety shall on a periodic basis, inspect each ongoing project. The Contractor shall correct serious violations immediately and shall have twenty-four (24) hours to correct all deficiencies and to respond in writing to the CM Manager of Safety as to what corrective action has been taken. Unsafe areas will be barricaded to prevent exposure to employees and the public.

The Contractor shall document corrective action and forward the documentation to the CM Manager of Safety. Should the same deficiency be noted on two consecutive inspections, a letter outlining CAS inspection process and detailing the noted deficiencies shall be sent to the Contractor's home office requesting assistance in correcting the deficiency.

Should the same deficiency be noted on a third consecutive inspection, the same type of letter mentioned in the above paragraph shall be sent to the Contractor's insurance carrier.

If corrective action is still not forthcoming, further action will be taken. This action may include withholding payments or stopping all work until a meeting with the Contractor principals and the insurance carrier can be arranged.

C. OSHA INSPECTIONS

1. WARRANTS AND RIGHT OF ENTRY

This policy is not intended to abridge the constitutional rights of the Contractors or subcontractors who have the right to request a warrant prior to the inspection of their work areas.

Each Contractor or subcontractor must advise the CM Manager of Safety in writing if they require a warrant prior to inspection.

2. HARASSMENT

Federal Compliance Officers (CO), State of Illinois inspectors, or similar personnel are not to be harassed, intimidated, or abused. Problems that may arise during the inspection, which cannot be resolved, are to be referred to the CM Manager of Safety.

Chicago Department of Aviation Safety will be immediately contacted if the Contractor refuses to allow entry of a Federal Compliance Officer.

Federal and State of Illinois safety agencies may impose severe penalties against person and/or companies who fail to abide with this section.

Penalties may include monetary fines and jail terms.

3. INSPECTION CLASSIFICATIONS

There are two (2) basic classes of inspections:

a. General scheduled inspection.

Companies are randomly selected by computer. Inspectors then schedule an inspection. Once entry to the site is obtained by either permission or warrant, the inspector may move freely about the site.

Should the inspectors desire to enter a restricted area which contains trade secrets or hazardous materials, they should be advised to contact their office for direction.

b. Complaint Inspection

Inspectors wishing to conduct a complaint inspection need not obtain a warrant, but must deliver to the Contractor a properly executed copy of the complaint form.

This type of inspection does not grant the inspector free movement within the site. The named Contractor has the right to determine the route to the complaint area, so long as it is not unreasonable.

The inspectors may not enlarge the inspection into other areas, nor may they concern themselves with non-serious conditions observed en route to the complaint area.

However, should an imminent condition be observed, the inspectors may involve themselves should they desire. (An "imminent danger" is one reasonable expected to result in death or permanent injury).

Disaster accidents involving death or multiple injuries come within the parameters of a compliant inspection. Fatal injuries and complaint inspections are given priority. Persons initiating complaint inspections need not be named on the complaint form and may remain anonymous.

4. RIGHTS AND PRIVILEGES

a. Employer:

The employer has the right of representation during the inspection. The representative may question the acts and comments of the inspector and may also request clarifications where the actions of the inspector appear to be contrary to the rules of inspection.

The employees have the right of representation, through their craft union, during the inspection. They may also answer questions regarding the inspection without fear of punitive actions by the employer.

b. Compliance Officer:

The Compliance Officer has the right to take photographs, samples of material atmosphere and measurements as they relate to the inspection. They may also privately interview employees. They may not, however, unduly disrupt work.

5. CITATIONS

As a result of an inspection, citations and notice of monetary penalty may be received onsite. Should a citation/penalty notice be received, the following must be done:

Immediately forward copies of the material received along with completed copies of inspection records and pictures to the CM Manager of Safety.

Post copies of citations near the area cited. Postings must remain for three (3) working days or until corrections have been made.

Each citation provides for the removal of assessed penalty figures. This section is to be detached before citations are copied and posted.

Failure to post citation is punishable by fine.

6. WHAT TO DO WHEN OSHA INSPECTS

a. INTRODUCTION

This is to assist you in the event of an inspection of your site by an Occupational Safety and Health Administration Compliance Officer. Its purpose is to provide a guide for chronological recording of information and evidence to support an affirmative defense.

The forms should be copied in an amount to provide for field use during inspection. At the completion of the inspection, final forms should be typed and photographs attached.

It is extremely important that all information be accurate, that pictures are clear, and that measurements be accurate since the information may be introduced as evidence under oath at a formal court hearing.

b. COMPLIANCE OFFICERS

The function of the Compliance Officers (CO) is to identify, measure and photograph conditions and/or acts which they consider unsafe and in violation of the construction safety regulations.

In the pursuit of their duties they may go wherever they wish on the project. They may take any samples or measurements they feel are important. They can request copies of any literature, documents, or contracts, which relate to safety or industrial hygiene.

Compliance Officers may not violate any known safety regulation. They are responsible for providing and wearing personal safety equipment where such is needed. Failure to comply with the safety program is cause for not permitting them onsite or stopping an inspection that is already in progress. Should this occur, institute the following procedure:

- Advise the CO that they are in violation and ask that they comply with the safety program.
- Failing item above, photograph CO in unsafe condition – discontinue participation in inspection, notify OSHA Area Director and the CM Manager of Safety.
- The CO may consult with employees regarding matters of safety and health to the extent that it is necessary for the conduct of an effective and thorough inspection. The conduct of inspection shall be such as to preclude unreasonable disruption of operations on the project.

c. CONTRACTOR REPRESENTATIVE

The Contractor's assigned project superintendent shall serve as employer's representative. They will keep the notes, take the photographs and shall accompany the inspection party for its duration.

Information given should be only information requested. The superintendent should refrain from entering into debates or discussions about alleged violations, exceptions, or regulations applicability, nor should they volunteer information not requested.

Because the CO says it does not necessarily make it so, an alleged violation does not become an affirmed violation unless the employer accepts the citation, or when contested, the judge affirms the citation.

d. PHOTOGRAPHS

Photographs may be taken of every item or action the CO inspects. Two pictures are to be taken. One from the angle and location of the CO, the second is to be an overall picture of the area surrounding the violation.

An example of this would be an exposed shaft.

Close-up, it's a violation, however, if an overall picture shows that the shaft is not readily accessible, then possibly no violation exists.

Photographs are to be taken with a camera which produces a negative, and if possible, with a date-imprint. This permits additional copies to be ordered at time of processing.

Each picture should have the following information on the back:

- Project name and number
- City and State
- Location by floor and area, i.e., 4th floor, Column J-4 Mechanical Room
- Date and time of picture
- Brief description of the picture
- Name or initials of person taking the picture and picture numbered chronologically

e. CONDUCTING THE INSPECTION

The Compliance Officers will present their identification to the Contractor and state the purpose of the visit. They will request that an opening conference be held with a representative of the Contractor they wish to inspect and the Contractor's union steward.

Absent the need for a warrant, the Compliance Officer will begin the opening conference.

The Compliance Officer will:

1. State the nature of the inspection, general compliant, target industry, other.
2. State the approximate time he will be onsite.
3. Request copies of safety program, accident reports, and inspection surveys. He may not review any contract documents other than general conditions and similar front-end documents.
4. Approve members of the inspection party. Each member has a right to representation and the compliance Officer has the right to choose the representative. Disruptive conduct by the employer/employee representatives is cause for dismissal from the inspection party.
5. Generally discuss the purpose of the OSHA Act, its sanctions, and the authority vested in them by the Act.
6. Advise that at the conclusion of the inspection, a closing conference will be held to advise of any alleged violations noted, to determine corrective dates and answer questions.

f. DURING THE INSPECTION

Allow the Compliance Officer to lead.

Do not permit unneeded employees to linger near the inspection party.

Do not harass, threaten or otherwise intimidate the Compliance Officer.

Keep a chronological record of where the Compliance Officer goes, whom he talks with and how long he talks to employees and whether he returns to a location previously inspected.

When photographs are taken, ask the nature of the suspected violation and record on the "Inspection Notes" form.

g. THE CLOSING CONFERENCE

At the completion of the inspection, the Compliance Officer will either hold a general meeting or meet with each individual Contractor. The CM Manager of Safety representative should attend all meetings, if held individually, for the purpose of recording each Contractor's alleged violations.

Remainder of page left intentionally blank.

X. EMPLOYEE DISCIPLINARY PROGRAM

A. POLICY

In an effort to make individuals more responsible for their own safety, the following disciplinary program is being implemented:

1. First safety violation – a written warning
2. Second safety violation – the individual's privilege to work at the airports will be revoked for a period of three days.
3. Third safety violation – the individual's privilege to work at the airport will be permanently revoked.

Note: A serious violation may result in a higher degree of discipline being imposed up to and including permanent revocation of work privileges.

Serious violations are acts, which could result in serious bodily injury or death to themselves or to others i.e., failure to follow confined space procedures, working from heights where fall protection is required, unsafe excavations, etc.

B. PROCEDURE

All personal violations will be recorded on Safety Violation notice form and will be recorded.

A Safety Violation Notice may be initiated by any Project Manager, Resident Engineer, Contractor supervisory staff or Safety Department staff.

When a violation notice is written, copies will be given to the project Superintendent, who will have the responsibility of discussing the violation with the employee and having the employee to sign the violation form. If the employee refuses to sign the form the superintendent will write "Refused to Sign" in the space. A copy will then be given to the employee with a copy forwarded to the CM Manager of Safety.

C. APPEAL

An employee who wishes to appeal a Safety Violation notice may do so by appealing in writing to the CM Manager of Safety. The decision of the CM Manager of Safety will be final.

EXHIBITS

Exhibit V-1 Field Cable Locate Request

Exhibit V-2 O'Hare Underground
Construction Notification

Exhibit V-3 Request for FAA Assistance

Exhibit V-4 Incident Report Form

Exhibit V-5 Hot Work Permit Sample

Exhibit V-6 Confined Space Permit Sample

Exhibit V-7 ORD Notice to Airport Users

Field Cable Locate Request

Date: _____

Primary Contractor Information

Sub-Contractor Information

Company Name: _____

Company Name: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip Code: _____

State: _____ Zip Code: _____

Point of Contact: _____

Point of Contact: _____

Title: _____

Title: _____

Phone Numbers: O _____
C _____

Phone Numbers: O _____
C _____

Related Project: _____

Latitude and Longitude of requested locates. Attach separate sheet if needed.

Latitude: _____

LAT/LONG IS IN NAD83 FORMAT ONLY

Longitude: _____

Was or is there a Pre-Construction Meeting? Yes No

If yes, Date: _____ Time: _____ Location: _____

Is there an Airspace Case Filed? Yes No If Yes, Case Number: _____

Additional Comments:

Completed By FAA Rep. _____ Date: _____

Contractor Rep. Signature _____

**CHICAGO DEPARTMENT OF AVIATION
UNDERGROUND CONSTRUCTION NOTIFICATION**

I.

PROJECT INFORMATION

A. Project Name _____ **Date:** _____

- 1. Project No. _____
- 2. Resident Engineer _____

B. Work Location _____

C. Description of Work _____

D. General Contractor _____

- 1. Name of Superintendent/Foreman _____ 24 Hr. Phone _____
- 2. Name of Superintendent/Foreman _____ 24 Hr. Phone _____

E. Subcontractor _____

- 1. Name of Foreman _____ 24-Hr. Phone _____
- 2. Name of Superintendent _____ 24 Hr. Phone _____
- 3. Name of Foreman _____ 24 Hr. Phone _____

F. Anticipated Dates of Work _____

G. Anticipated Hours of Work _____ Days _____ Nights

Remarks / Clarifications (as necessary): _____

H. Scheduled Pre-Activity Meeting

- 1. Pre-Activity meeting scheduled: Time: _____
Date: _____
Location: _____

Optional: Utility Locate Meeting Time: _____
Date: _____
Location: _____

- 2. Has the Pre-Activity meeting notification email been sent? Yes No
* Attach email for documentation

A. Pre-Activity Meeting Minutes

- 1. Meeting Date and Time: _____
- 2. Meeting Location: Field / Office: _____
- 3. Organizations in Attendance: Primary Representative at Meeting
(SIGNATURE)
 - a. Construction Manager Yes N/A _____
 - b. General Contractor Yes N/A _____
 - c. Subcontractor Yes N/A _____
 - d. FAA Facilities Yes N/A _____
 - e. CDA Operations Yes N/A _____
 - f. CDA Facilities Yes N/A _____
 - g. Other: _____ Yes N/A _____
 - h. Other: _____ Yes N/A _____
- 4. Key Discussion Points: _____

- 5. Meeting Minutes Available: Yes NO

B. FAA Cable Locate Forms

- 1. Have FAA cable locate forms been submitted? Yes No Copies in Binder
 Note: FAA cable locate forms must be submitted three (3) days prior to the cable locate being performed in the field (The 3-Day Notice excludes Holidays, Saturdays and Sundays).
- 2. Did you receive an approved copy? Yes No Copies in Binder
 * The FAA has been onsite to give the contractor location of FAA utilities.

C. FAA Assistance Forms

- 1. Have FAA assistance forms been submitted? Yes No Copies in Binder
 Note: FAA cable locate forms must be submitted five (5) days prior to the desired assistance being performed in the field (The 5-Day Notice excludes Holidays, Saturdays and Sundays).
- 2. Did you receive an approved copy? Yes No Copies in Binder
 * Not Required.

D. CDA User Form (if applicable)

- 1. Has the CDA User Form been submitted? Yes No Copies in Binder
- 2. Was the CDA User Form approved? Yes No Copies in Binder

II.

DOCUMENTATION (Continued)

E. Airspace Case Study

- 1. Has the Airspace Case Study been approved? Yes No Copies in Binder

- 2. Approved Airspace Case No. _____

- 3. Was a post Airspace Case Study review conducted with the FAA? Yes No Copies in Binder

F. Applicable Installation Documentation

- 1. Shop Drawings Yes No N/A
- 2. Submittals Yes No N/A
- 3. Field Orders Yes No Copies in Binder
- 4. RFI's Yes No Copies in Binder
- 5. Work Related Drawings and Specifications Yes No Copies in Binder
- 6. Field Sketches Yes No Copies in Binder
- 7. Composite Utility Drawings Yes No Copies in Binder

III.

UTILITY / FACILITY IMPACTS

A. Anticipated / Potential Impacts

- 1. Facilities Affected or Nearby _____

B. Additional Power Sources

- 1. Does the Facility currently have backup power? Yes No N/A

- 2. List items on backup power
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____

- 3. Remarks (if necessary) _____

III.

UTILITY / FACILITY IMPACTS (Continued)

4. Generator Power

a. Is a Generator necessary to provide temporary power to Facilities before work starts?

Yes Who _____
No Date / Time _____
Standby Only How _____

b. What Facilities require Generator Power?

IV.

DELINEATION OF CRITICAL AREA / SAFETY AREA

A. Safety Areas

1. Have the Safety Areas (RSA/TSA) been identified?
Yes No N/A

Runway (RSA) = 200' From Centerline
Runway (RSA) = in front of Existing Localizer
Taxiway (TSA) = 131' From Centerline

2. Have the Object Free Areas been (ROFA/TOFA) been identified?
Yes No N/A

Runway (OFA) = 400' From Centerline
Runway (OFA) = 1,000' From RW End
Runway (OFA) = 160' From Centerline

B. Critical Areas

1. Have the navigational critical areas been identified with snow fence or silt fence to ensure adequate recognition of the area?
Yes No N/A Fence to be installed prior to work

C. Review of delineation of critical / safety areas.

1. Have the governing agencies reviewed the proposed delineation plan?
CDA FAA N/A All Pre-Activity Meeting

V.

UTILITY LOCATES

A. Layout of Proposed or New Work

1. Has the Contractor clearly identified the line of the proposed excavation?
(If YES, See Utility Drawing) Yes No

B. Utility Locate Organization

1. Identify organizations that have completed utility locates.

FAA Date: _____
CDA Date: _____
DIGGER No. _____ Active Date: _____
JULIE No. _____ Active Date: _____
OTHER: (Explain) _____ Date: _____
OTHER: (Explain) _____ Date: _____

V.

UTILITY LOCATES (Continued)

2. Identified Utilities

Have all known Utilities around the Facility (FAA, DOA, ComEd, SBC, AGI, Other) been physically located on the ground by the FAA, and others as applicable? (Identify point of origin and point of termination for each line)

- | | | | | | |
|----------------|------------------------------|------------------------------|-----------------------------|---------------------------------|--------------------------------------|
| a. Power | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Origin | <input type="checkbox"/> Termination |
| b. Control | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Origin | <input type="checkbox"/> Termination |
| c. Grounding | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Origin | <input type="checkbox"/> Termination |
| d. Comm / Data | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Origin | <input type="checkbox"/> Termination |
| e. Water | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Origin | <input type="checkbox"/> Termination |
| f. Sewer | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Origin | <input type="checkbox"/> Termination |
| g. Other | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Origin | <input type="checkbox"/> Termination |

* Origin and Terminal have been determined within the job limits.

C. Contractor's Proposed Method of Identifying Known Utilities

1. Vacuum Excavating Yes No
2. Ground Penetrating Radar Yes No
3. Hand Excavation Yes No
4. Other. Explain _____
5. Were all known utilities identified? Yes No
If no, which known utilities were not identified and why? _____

6. Yes No
If yes, the the space below, describe the nature of the situation and the actions taken:

D. Utility Delineation

1. Has the ten foot (10') utility channel "five feet (5') on either side of the know utilities" been marked or delineated with Snow Fence, Orange Silt Fence or PVC indicators where the new work crosses the utility?
Requesting Variance to this Procedure Yes No
2. Runways
Are utility locates required within the Runway Safety Area (RSA)? Yes No
Identify the method the utility locates have been identified. Paint Flags
 Potholed / Hydroexcavated and marked using PVC and Surveyed

No Utility Locates Shall Be Performed Within the Runway Safety Area While the Runway is Open to Air Traffic. All runway safety area locates must be performed between the hours of 2200 and 0600 (10:00 pm – 6:00 am).

3. Taxiways

Are utility locates required within the Taxiway Safety Area (TSA)? Yes No – N/A

Identify the method the utility locates have been identified. Paint Flags

The scheduling of utility locates within a Taxi Safety Area (TSA) shall be coordinated with CDA Operations.

E. Protection and Delineation of Existing Facilities

Have Snow Fence, Silt Fence, Barricades or other protective devices been installed around nearby

1. existing Facilities, i.e. Buildings, Antenna, Transformers, Markers, RVRs, LLWAS, etc. to ensure adequate recognition?

- Yes _____
(Facility)
- Yes _____
(Facility)
- Yes _____
(Facility)
- Yes _____
(Facility)
- Yes _____
(Facility)

F. Deviation from Approved Procedure – Request for Waiver

1. If approved procedural means of excavating have been determined to be ineffective, have you sought approval for an alternative approach to the work? Yes No

2. If yes, describe the approach that is not effective, and then describe the proposed alternative method of approach.

a. Ineffective method: _____

b. Proposed method: _____

3. Was a "Waiver" from the planned approach sought and approved? Yes No

By Whom: _____

Date / Time: _____

How _____

VI.

ACKNOWLEDGMENT OF NOTIFICATION

General Contractor

Signature Required

Date

Construction Manager

Signature Required

Date

Federal Aviation Administration

Signature Required

Date

Chicago Department of Aviation

Signature Required

Date

Other

Signature Required

Date

VII.

AUTHORIZATION TO COMMENCE WORK

Print Name

Signature Required

Date

Request for FAA Assistance

Date: _____

Primary Contractor Information

Sub-Contractor Information

Company Name: _____

Company Name: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip Code: _____

State: _____ Zip Code: _____

Point of Contact: _____

Point of Contact: _____

Title: _____

Title: _____

Phone Numbers: O _____
C _____

Phone Numbers: O _____
C _____

Related Project: _____

Type of assistance needed. Example, site access, _____

Date and time assistance is needed: _____

Was or is there a Pre-Construction Meeting? Yes No

If yes, Date: _____ Time: _____ Location: _____

Is there an Airspace Case Filed? Yes No If Yes, Case Number: _____

Additional Comments:

Completed By FAA Rep. _____ Date: _____

Contractor Rep. Signature _____

Chicago Department of Aviation Capital Improvement Program Incident Report

Submit a copy of this report within 24 hours of incident to:

CARE PLUS LLC
10510 W. Zemke
Chicago, IL 60666
ATTN: Mark Leipold
Senior Safety Officer

Telephone: 773.447.4952
Email: Mark.Leipold@cityofchicago.org
Fax: 773.894.3780

Date of Incident: _____
Time of Incident: _____ a.m./p.m.
(Circle one)
Today's Date: _____
Time: _____ a.m./p.m.
(Circle one)

Contractor Information

General Contractor: _____ Project Name: _____
Project Number: _____ Subcontractor: _____
(N/A if none)
Chartis Project Code: _____

Type of Incident (Check all that apply)

- Bodily Injury/Illness
- Property Damage
- Motor Vehicle
- Aircraft
- Other _____

Action (Please check all appropriate boxes)

- OCC Notified (773) 894-9111
- MCC Notified (773) 838-9111
- Non-CDA Emergency Agency Notified

(List Outside Fire, Ambulance, Police or other)

Taken to Clinic: _____

(Provide Name and Address of Clinic)

- Emergency Medical Services **Provided**
- Emergency Medical Services **Not Provided**
- Emergency Medical Services **Refused**
- Other: _____

Incident Involvement (Please check all appropriate boxes)

- Contractor Employee
- Subcontractor Employee
- Passenger/Public
- Utility Damage
- Security Incident
- Wildlife Incident
- Other (Describe) _____
- Aircraft
- Fire
- HazMat Incident
- Runway Incursion
- City Vehicle
- Non-City Vehicle

Site Conditions

Weather: Clear Snow
 Overcast Fog
 Temp. °F Sleet
 Rain Windy

Surface: Wet Ice
 Snow Dry
 Cracked Uneven
 Pothole Mud

Light: Daylight Night
 Dawn Artificial
 Dusk Glare

Injured Person's Work Status

- Light Duty Restrict. (Describe) _____
- Lost Time Incident
- Full Duty - No Restrictions

Bodily Injury/Illness (Individuals/Parties who were injured)

Name of Person	Name of Person
Address of Person (Number, Street, City, State, Zip Code)	Address of Person (Number, Street, City, State, Zip Code)
Telephone	Telephone
Description of Injury/Illness	Description of Injury/Illness

Property Damage Information (Contractor is responsible for obtaining police report)

Type of Property <input type="checkbox"/> City Owned <input type="checkbox"/> Non-City Owned	Describe Property Damage (Building, #, Aircraft, Airfield, Utility)

Motor Vehicle Incident Information (Contractor is responsible for obtaining police report)

Type of Vehicle <input type="checkbox"/> Automobile <input type="checkbox"/> Bus <input type="checkbox"/> Truck <input type="checkbox"/> Other	Describe Vehicle Incident (Include Vehicle type, year, model, number, license #, location)
List police department(s) completing accident reports	Police Report Number <input type="text"/> City State County Airport (Circle)

Witness Information (Use additional sheets for more witnesses)

Name of Person	Name of Person
Address of Person (Number, Street, City, State, Zip Code)	Address of Person (Number, Street, City, State, Zip Code)
Telephone	Telephone

Individual Completing Report

Name of Person	Were you an eyewitness to the incident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Company/Your Position	Telephone
Signature	Date

Cause of Incident (Please be as thorough as possible)

Describe Incident: (Use additional paper if needed)	Please use this area to sketch incident area. Use north arrow and dimensions
Please Check Box if Pictures Were Taken <input type="checkbox"/>	

HOT WORK PERMIT

All temporary operations involving open flames or producing heat and/or sparks require a Hot Work Permit. This includes, but is not limited to, Brazing, Cutting, Grinding, Soldering, Thawing, and Welding. This form must be prepared and signed prior to the start of any Hot Work operation for each shift that Hot Work Occurs.

INSTRUCTIONS FOR FIRE SAFETY SUPERVISOR

Project Name & # _____

Contractor: _____

DATE	Time Period
	Start: _____ Finish: _____

LOCATION/BUILDING & FLOOR (Be Specific) _____

DESCRIPTION OF WORK BEING PERFORMED _____

NAME OF SUPERVISOR AUTHORIZING HOT WORK _____

NAME OF PERSON DOING HOT WORK _____

NAME OF FIRE WATCH _____

The above location has been examined, the precautions checked on the Hot Work Checklist have been taken to prevent fire, and permission is authorized for this work.

SIGNED: _____
(Permit Authorizing Individual)

SIGNED: _____
(Person doing Hot Work)

I will execute my responsibilities as a Fire Watch in accordance with the CAS requirements to the best of my abilities.

SIGNED: _____
(Fire Watch)

FIRE WATCH SIGNOFF

Work area and all adjacent areas to which sparks and heat might have spread were inspected during the fire watch period and were found fire safe.

Signed: _____

FINAL CHECKUP (minimum 30 minutes after Hot Work)

Work area was monitored for _____ hours(s) following Hot Work and found fire safe.

Signed: _____

FILL OUT EMERGENCY INFORMATION ON BACK OF Page 2.

OK HOT WORK CHECKLIST N/A

- Is there an approved User Form for the Hot Work?
- Have the participants in this work been appropriately trained for this activity?
- Is the area ventilated?

- Will the smoke and fumes affect operations?
- Will an effort be made to capture and filter the fumes?
- Will the fumes set - off a local smoke alarm?
- Will the fumes travel to other areas? If so list precautions to be taken.

- Hot Work Equipment in good condition (e.g., power source, welding leads, torches, ect.)
- Multi-purpose ABC fire extinguisher charged & ready for use?

REQUIREMENTS WITHIN 35 FEET OF WORK

- Dust, Lint, Debris, Flammable Liquids and oily deposits removed; floors swept clean
- Explosive atmosphere in area eliminated.
- Combustible floors (e.g., wood, tile, carpeting) wet down, covered with damp sand or fire blankets.
- Remove flammable and combustible material where possible. Otherwise protect with fire blankets, guards, or metal shields.
- All wall and floor openings covered.
- Walkways protected beneath hot work.

WORK ON WALLS OR CEILINGS

- Combustibles moved away from other side of wall.

WORK IN CONFINED SPACES

- Confined space cleaned of all combustibles (example: grease, oil, flammable vapors).
- Containers purged of flammable liquids/vapors.
- Follow confined space guidelines.

FIRE WATCH/HOT WORK AREA MONITORING

- Fire watch will be provided during and for 30 minutes after work, including any coffee or lunch breaks
- Fire watch may be required for opposite side of walls, above, and below floors and ceilings.
- Fire watch is supplied with an appropriate charged extinguisher, also making use of other extinguishers located throughout work area.
- Fire watch is trained in use of this equipment and is equipped to notify the OCC/MCC in the event of an emergency.

OTHER PRECAUTIONS TAKEN

WARNING!

HOT WORK IN PROGRESS WATCH FOR FIRE!

IN CASE OF AN EMERGENCY:

CALL: O'Hare Command Center

AT: 773 - 894 - 9111

WARNING!

WARNING!

HOT WORK IN PROGRESS WATCH FOR FIRE!

IN CASE OF AN EMERGENCY:

CALL: MIDWAY COMMAND CENTER

AT: 773 - 838 - 9111

WARNING!

Confined Space Entry Permit

Entry Date: _____ Start Time: _____ Completion Time: _____

Description of Work To Be Performed: _____

Description of Space

Confined Space ID Number: _____ Type: _____

Classification: _____

Building Name: _____

Location of Confined Space: _____

Entry Checklist

	Yes	No
Potential Hazards Identified?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Communication Established with Operations Ctr.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Procedures Reviewed ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Entrants and Attendants Trained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Isolation of Energy Completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Area Secured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Retrieval Equipment Available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal Protective Equipment Used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Confined Space Equipment and PPE Used During Entry:

<input checked="" type="checkbox"/> Tripod with Mechanical Winch	<input checked="" type="checkbox"/> Air Purifying
<input checked="" type="checkbox"/> Rescue Tripod with Lifeline	<input checked="" type="checkbox"/> Self Contained Breathing Apparatus
<input checked="" type="checkbox"/> Harness	<input checked="" type="checkbox"/> Steel Toe Boots
<input checked="" type="checkbox"/> Two-way Communications	<input checked="" type="checkbox"/> Hard Hats
<input checked="" type="checkbox"/> General / Local Exhaust Ventilation	<input checked="" type="checkbox"/> Safety Glasses / Goggles / Face Shield
<input checked="" type="checkbox"/> Gloves	<input checked="" type="checkbox"/> Other PPE or Equipment Used:
<input checked="" type="checkbox"/> Chemical Resistant Clothing	
<input checked="" type="checkbox"/> Hearing Protection	

Air Monitoring Results Prior to Entry

Monitor Type: _____

Oxygen % LEL % CO % H2S %

Calibration Performed?

Alarm Conditions?

Monitoring Performed by (sign): _____ Date: _____ Time: _____

Continuous Air Monitoring Results

Time	Oxygen	%	LEL	%	CO	%	H2S	%
Time	Oxygen	%	LEL	%	CO	%	H2S	%
Time	Oxygen	%	LEL	%	CO	%	H2S	%
Time	Oxygen	%	LEL	%	CO	%	H2S	%

Authorization

We have reviewed the work authorized by this permit and the information contained here-in. Written instructions and safety procedures have been received and are understood. Entry cannot be approved if any squares are marked in the "NO" column. This permit is not valid unless all appropriate items are completed. This permit is to be kept at the job site. Return site copy to supervisor.

Entrants Name: _____ Signature: _____ Date: _____

Attendants Name: _____ Signature: _____ Date: _____

Supervisors Name: _____ Signature: _____ Date: _____

CONFINED SPACE PERMIT

This permit is to be completed prior to entry into confined space.
 A separate permit needs to be completed each day and shift that work is done.

Date: _____

Specific location and space: _____

Confined Space Supervisor: _____

Confined Space Attendant: _____

ATMOSPHERIC READINGS

Time of Readings →								
(O ₂) Oxygen Between 19.5% & 23.5%								
(COMB) Combustible Gases Less than 10%								
(CO) Carbon Monoxide Less than 35 ppm								
(H ₂ S) Hydrogen Sulfide Less than 10 ppm								
Attendant Initials								

* Readings recorded above must be within the prescribed safe limits.

ENTRANT LOG

Entrant (Print Name)	Time In	Time Out	Time In	Time Out	Time In	Time Out	Time In	Time Out

O'HARE COMMAND CENTER (OCC) EMERGENCY: 773.894.9111
O'HARE COMMAND CENTER (OCC) NON-EMERGENCY: 773.894.5000
ORD Airside Operations: 773.686.2255
ORD H & R Monitor Room 773.686.2248

CONFINED SPACE PERMIT

This permit is to be completed prior to entry into confined space.
A separate permit needs to be completed each day and shift that work is done.

Date: _____

Specific location and space: _____

Confined Space Supervisor: _____

Confined Space Attendant: _____

ATMOSPHERIC READINGS

Table with 8 columns and 6 rows for atmospheric readings. Rows include: Time of Readings, (O2) Oxygen, (COMB) Combustible Gases, (CO) Carbon Monoxide, (H2S) Hydrogen Sulfide, and Attendant Initials.

* Readings recorded above must be within the prescribed safe limits.

ENTRANT LOG

Table with 9 columns and 10 rows for entrant log. Columns include: Entrant (Print Name), Time In, Time Out, and four additional Time In/Out pairs.

MIDWAY COMMAND CENTER (MCC) EMERGENCY: 773.838.9111
Midway Airside Operations: 773.838.0677

CONFINED SPACE CHECKLIST

EXHIBIT V-6

Attached this form to the Confined Space Permit. A new form must be completed at the beginning of each shift.

Date: _____

Form completed by: _____

Phone #: _____

Signed: _____

NOTIFICATION

OCC duty supervisor notified? - Name:	Yes: ____	No: ____	N/A: ____	On site radio / telephone check with OCC?	Yes: ____	No: ____	N/A: ____
Monitoring office notified of work to be completed at H & R?	Yes: ____	No: ____	N/A: ____	On site radio telephone check monitoring office?	Yes: ____	No: ____	N/A: ____
Predetermined emergency response location arranged with OCC if in remote area?	Yes: ____	No: ____	N/A: ____	Has each entrant received confined space training?	Yes: ____	No: ____	N/A: ____
Confined space supervisor determined?	Yes: ____	No: ____	N/A: ____	Confined space supervisor determined?	Yes: ____	No: ____	N/A: ____
Confined space attendant determined?	Yes: ____	No: ____	N/A: ____	Emergency location form completed?	Yes: ____	No: ____	N/A: ____
Confined space entrant(s) determined?	Yes: ____	No: ____	N/A: ____	Personnel who will meet rescue team determined?	Yes: ____	No: ____	N/A: ____

PREPARATION

Personnel informed of potential hazards and safety talk conducted prior to beginning of work?	Yes: ____	No: ____	N/A: ____	Attendant understands potential exposures signs & symptoms?	Yes: ____	No: ____	N/A: ____
Entry and emergency procedures reviewed?	Yes: ____	No: ____	N/A: ____	First aid equipment available?	Yes: ____	No: ____	N/A: ____
MSDS / NIOSH chemical hazard sheet(s) reviewed?	Yes: ____	No: ____	N/A: ____	Lockout / Tag out needed prior to work?	Yes: ____	No: ____	N/A: ____
Lane closures and buffer zones are needed.	Yes: ____	No: ____	N/A: ____	Permit is on site and being completed by attendant?	Yes: ____	No: ____	N/A: ____
Confined space meter daily calibration checked?	Yes: ____	No: ____	N/A: ____	Atmospheric monitoring conducted?	Yes: ____	No: ____	N/A: ____

EQUIPMENT REQUIRED

Forced air or exhaust ventilation?	Yes: ____	No: ____	N/A: ____	Specialized tools used?	Yes: ____	No: ____	N/A: ____
Ground fault circuit interrupters (GFCI)?	Yes: ____	No: ____	N/A: ____	Supplemental lighting used?	Yes: ____	No: ____	N/A: ____
Retrieval equipment?	Yes: ____	No: ____	N/A: ____	Equipment rated for explosive atmospheres?	Yes: ____	No: ____	N/A: ____
Fire extinguishers?	Yes: ____	No: ____	N/A: ____	Communication equipment?	Yes: ____	No: ____	N/A: ____

PERSONAL PROTECTIVE EQUIPMENT REQUIRED EQUIPMENT REQUIRED

Hard hat?	Yes: ____	No: ____	N/A: ____	Protective clothing?	Yes: ____	No: ____	N/A: ____
Eye / Face protection	Yes: ____	No: ____	N/A: ____	Hearing protection?	Yes: ____	No: ____	N/A: ____
Gloves - Type:	Yes: ____	No: ____	N/A: ____	Retrieval harness / tripod?	Yes: ____	No: ____	N/A: ____
Safety boots?	Yes: ____	No: ____	N/A: ____	Respirator type:	Yes: ____	No: ____	N/A: ____

IN CASE OF AN EMERGENCY

DIAL

O'Hare Command Center

At:

Sample

773.894.9111

Sample

This operation is located at:

Make sure to describe incident:

What is involved, fire, injury, utilities.

Describe injuries and identify if injured party is in a confined space or trench.

Do Not Hang Up Until Informed by Emergency Dispatcher

IN CASE OF AN EMERGENCY

DIAL

Midway Command Center

At:

773.838.9111

This operation is located at:

Sample

Sample

Make sure to describe incident:

What is involved, fire, injury, utilities.

Describe injuries and identify if injured party is in a confined space or trench.

Do Not Hang Up Until Informed by Emergency Dispatcher

Emergency “You Are Here”

Sample

773.894.9111

Sample

Staging Area/Terminal Location: _____

Be sure to send someone to the Staging Area/Terminal Location to meet the emergency response team.

Grid Location: _____

- Make sure to describe incident.
- What is involved e.g. fire, injury, utilities.
- Describe injuries and identify if injured party is in a confined space or trench.



DEPARTMENT OF AVIATION

ORD Notice to Airport Users - Log No.

CDA Project No. (or, Requestor) _____

Date _____

Project Title & Location _____

Contractor _____

Phone _____

Originator of User Form _____

24 Hr. Phone _____

Print Name/Signature _____

Has a Pre-Construction Meeting been held? Yes No

Have all permits been procured? Yes No

Must submit copies to CDA.

Is work being done by ORD badged personnel? Yes No

If not, who is escorting? _____

Effective Dates Start: _____

Completion: _____

Hours Affected From: _____ Hrs.

To: _____ Hrs. or _____ Hrs/Day

Description of Change/Disruption/Termination (Include sketch for clarification)

Affected Users (signatures required)

Signatures:

Building Engineer _____

Airline/Tenant Rep. _____

Electrical Work: Electrical permits are required and as-builts must be submitted to CDA for Single Line Diagrams

System Shutdown : E-Mail all affected parties with schedule of power or water shutdowns, i.e. CDA, tenants...)

Hot Work Permit: Inform Crash & Fire Rescue, attach copy, and post original at jobsite

Underground Work: Have the following parties been contacted?

DIGGER (utilities) Yes No Provide DIGGER Case No. _____

FAA Yes No FAA Case No. (7460 Form) _____

ASIG (Fuel Commission) Yes No

Department of Aviation	Reviewed	Rejected	Signature	Comments
Landside Operations 894-2085				
Airside Operations 686-2255				
General Supt. Of Utility Systems 686-2320				
Facilities Maint. & Construction 686-7271				
O'Hare Communication Center 686-5000				
CDA Construction Safety 686-2397				
CDA Security Office 686-2397				
C.O.E. - H&R 686-7310				
CDA Foreman of Related Work 686-2248				
CDA Telecommunications 686-2310				
CDA Design & Constr. Engineer 894-5497				

Project or Construction Managers must review and verify all affected parties are notified and sign below.

Resident Engineer or Construction Manager _____ 24 Hr. Phone _____

Project Manager (CDA or Consultant) _____ 24 Hr. Phone _____

*****POST SIGNED ORIGINAL FORM AT JOBSITE*****

Exhibit 10: General Conditions for Construction Projects

GENERAL CONDITIONS

2014

PART TWO OF THREE

SPECIFICATION NO.: TBD

PROJECT NO.: TBD

CHICAGO, ILLINOIS



RAHM EMANUEL
Mayor
City of Chicago



ROSEMARIE S. ANDOLINO
Commissioner
Chicago Department of Aviation

issued by:

DEPARTMENT OF PROCUREMENT SERVICES
Jamie L. Rhee
Chief Procurement Officer

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**CITY OF CHICAGO
CHICAGO DEPARTMENT OF AVIATION
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

I. GENERAL PROVISIONS

A. Definitions.

"Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries or third parties, controls or is controlled by, or is under common control with, the person or entity. A person or entity shall 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 shared ownership, a trust, a contract or otherwise. Indicia of control may include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or reorganization of a business entity following a determination of City contracting ineligibility using substantially the same management, employees, ownership or principals. In determining whether persons or entities are Affiliates, the City shall consider all appropriate factors, including but not limited to common ownership, common management and contractual relationships.

"Airport" means Chicago O'Hare International Airport or Chicago Midway International Airport together with any additions thereto, improvements, or enlargements thereof, now or hereafter made, except any land rights-of-way or improvements which are now or may hereafter be owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport.

"Airport Operations" means 1) the movement of passengers, vehicles and freight into, on and out of the airport, and 2) aircraft operations into, on and out of the airport and all support services needed to operate aircraft including but not limited to, fueling, repairing, baggage services and food services.

"Airside" or "Airfield" means, generally, those areas of an Airport beyond the terminals, buildings, and gates where aircraft operate. Airside includes Aircraft Operations Area (AOA), such as runways, taxiways and other areas of the Airport that are used for taxiing, hovering, take-off and landing of Aircraft, including entry and exit from Aircraft loading ramps and parking areas and areas not necessarily under the control of the Air Traffic Control Tower.

"Award" means the date that the contract is released by the Department of Procurement Services.

"Baseline Schedule" means a schedule prepared to illustrate a planned method of performing a group of inter-related tasks. The baseline schedule is the Contractor's plan to perform the work identified by the Contract Documents with the time established by the Contract Documents, formatted in the Critical Path Method and approved by the Commissioner in accordance with Article VIII.

"Beneficial Occupancy" means the date or decision for use of the project or portion thereof for the purpose intended whereby the Owner/Tenant may occupy or use the building or area even while contract work is on-going.

"Business Days" means business days according to the City of Chicago Calendar.

"CDA" means the Chicago Department of Aviation.

"Calendar Day" means every day shown on the calendar including Saturdays, Sundays and holidays.

"CIP" means the Capital Improvement Program of the Chicago Airport System for the City of Chicago.

"Chicago O'Hare International Airport Design and Construction Standards" means, collectively, those documents which have been or may be issued from time to time by the City containing design and construction standards for new construction at the Airport.

"Chief Procurement Officer" means the Chief Executive of the Department of Procurement Services for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home-rule government under sections 1 and 6(a), Article VII, respectively, of the 1970 Constitution of the State of Illinois.

"Commissioner of Aviation", or "Commissioner", means the Chief Executive of the Chicago Department of Aviation for the City of Chicago and any representative duly authorized in writing to act on the Commissioner's behalf.

"Comptroller" means the Chief Executive of the Department of Finance for the City of Chicago and any representative duly authorized in writing to act on the Comptroller's behalf.

"Construction Manager" means the entity(ies) that the City has retained to provide construction management services for projects at the City's Airports.

"Contract" or "Agreement" means this Contract for Construction, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof.

"Contract Documents" means all of the documents comprising this Contract, including: Part One, The Requirements for Bidders and Proposal Documents; Part Two, The General Conditions; Part Three, the Technical Specifications, and the Contract Drawings.

"Contract Completion Date" is the date, determined by the number of Calendar Days (set forth in Part One of the Contract Documents) following issuance of a Notice-to-Proceed by which the Contractor must achieve Substantial Completion of the Project. Part One may also set forth Calendar Days for Substantial Completion of phases or milestones. The Contract Completion Date and/or completion dates for phases and milestones, if any may be adjusted by Contract Modification.

"Contract Modification" is a document signed by the Contractor and City, (or the City alone under certain circumstances stated in the Contract Documents) that adjusts the scope of Work, the Contractor's compensation, the Contract Completion Date, or the time allowed by the Contract for completion of any phase or milestone.

"Contract Price" is the total compensation to be paid to the Contractor for the Work by the City as may be amended from time to time by Contract Modifications.

"Contractor's Warranty" means the Contractor's representation as to the character and quality of the Work in accordance with the terms and conditions of the Contract Documents, and the Contractor's promise to repair and replace the Work not in conformance with such representations. Without limiting the scope or duration of any Manufacturer's Warranty provided for specific parts of the Work, all Work furnished under this Contract is guaranteed by Contractor against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date of Substantial Completion or Beneficial Occupancy, whichever comes first, for those parts of the Project that are completed and put into use prior to Final Completion. For all other parts of the Project the one-year period will begin on the date of Final Completion.

"Contractor" refers to the person or entity that is awarded the Contract.

"Days" (whether or not capitalized) means calendar days, unless otherwise stated.

"Daytime Work" means work performed between the hours of 6:00 AM and 6:00 PM, unless otherwise defined in the plans.

"Environmental Laws" means all applicable Federal, State, and local laws, ordinances, rules, regulations, executive orders, and any other applicable directives pertaining to environmental or health matters.

"FAA" means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Field Order" means a written order to the Contractor signed by the Construction Manager (with the prior written approval of the Commissioner and the Chief Procurement Officer) unilaterally directing changes in the Work and/or in the Contract time.

"Final Completion of the Project" means the last date on which all of the following events have occurred: the Commissioner has determined that all Punch List Work and any other remaining Work has been completed in accordance with the Contract Documents; final inspections have been completed and operations systems and equipment testing have been completed; final occupancy certifications have been issued; all Project Record Documents have been provided to the Commissioner.

"Hazardous Materials" means friable asbestos or asbestos containing materials, polychlorinated biphenyls (PCBs), petroleum products, natural gas, source material, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2011, et seq.), pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. Sec 136, et seq.), and any hazardous waste, toxic or dangerous substance or related material, including any substance defined, determined or identified as "hazardous waste", or "toxic substance" or "contaminant" (or comparable term) in any Environmental Law.

"Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Contract.

"Landside" means the airport terminal areas, parking, roadway, baggage and curbside areas and other areas outside the Aircraft Operations Areas.

"Manufacturer's Warranty" means a representation by a fabricator or manufacturer as to the character and quality of materials that are a part of the Work, along with a promise to repair or replace materials not in conformance with such representation, which Warranty is provided by a fabricator or manufacturer in the normal course of its business.

"MCC" means the Municipal Code of Chicago.

"Monthly Update Schedule" means a version of an original Baseline Schedule that contains a record of progress to date and additions representing accepted changes in the future sequence of the work. The Monthly Update Schedule will accurately forecast the contractor's plan to complete the remaining Work within the time established by the Contract Documents as adjusted by Contract Modifications or Field Order.

"Moratorium Day" means a workday on which restrictions imposed on the performance of the work (other than due to weather, see Weather Day) by the Commissioner or other applicable authorities (most typically during holiday travel seasons) which so interfere with the prosecution of the Work as to be deemed by the Commissioner an event beyond the reasonable control of the Contractor.

"Night Work" means work performed between the hours of 6:00 pm and 6:00 am unless otherwise defined in the plans.

"Notice-To-Proceed" means written authorization from the Commissioner to the Contractor to commence the Work required by the Contract Documents.

"Office of Compliance" or "OCX" refers to the City department which oversees the MBE/WBE program in conjunction with the Department of Procurement Services.

"O'Hare Coordinate System" means the grid coordinate system originally established for the Airport.

"OMP" means the O'Hare Modernization Program of the City of Chicago.

"O'Hare Monument System" means the 'new' Monument System which was established in 2002. The coordinates are based upon North American Datum (NAD) 1983 and the elevation is based upon North American Vertical Datum (NAVD) 1988.

"Owner" means the City of Chicago.

"Pay Estimate" means a payment request to the City prepared by the Construction Manager for Work performed by Contractor. Pay estimates will be based upon actual quantities of Work performed at the unit prices specified in the Contractor's bid or, if a lump sum line item or lump sum contract, at the prices specified in the Work breakdown.

"Premium Time Cost" means additional labor costs resulting from working outside of regular scheduled working hours. Premium time costs include overtime and shift differentials as determined by the applicable labor union contract.

"PMO" means the Program Management Office that the City has retained to provide overall management services for the OMP.

"Project" means, collectively, the improvements to be constructed by the Contractor in accordance with the Contract.

"Project Limit Lines" means the geographical boundaries of the Project, as more fully identified and described in the Contract Drawings.

"Project Record Documents" are all documents the Contract requires the Contractor to provide to the City including but not limited to shop drawings, As-Built Documents, parts manuals, operation and maintenance manuals, project manuals and or specifications and manufacturers warranties.

"Punch List Work" means minor adjustments, repairs or deficiencies in the Work. Whether an item is Punch List Work or necessary for Substantial Completion will be determined in the sole discretion of the Commissioner.

"Risk Management Office" means the Benefits and Risk Management Office in the Department of Finance for the City, which is under the direction of the Comptroller and which is charged with the review and analysis of insurance and related liability matters for the City.

"Special Wastes" means those substances as defined in 415 ILCS 5/1 et seq. of the Illinois Environmental Protection Act and as further defined in Section 809.13 of 35 Illinois Administrative Code, Subtitle G, Ch. 1.

"Subcontractor" means any person or entity with whom Contractor subcontracts to provide any part of the Work and all subcontractors of any tier, suppliers, and materialmen, whether or not in privity with Contractor.

"Substantial Completion of a Milestone, Phase, or the Project" is the date upon which, in the determination of the Commissioner, the Contractor has completed all such work in accordance with the Contract Documents (including the commissioning of all systems and turnover of all operations and maintenance manuals) except for Punch List Work, and the City is able to occupy and/or use the Work as applicable that makes up the Phase, a Milestone, or the Project, as a whole for the purpose intended.

"Time Extension" means the period of time, in Calendar Days, that will be provided to the Contractor for a delay to the critical path of the approved Baseline Schedule that affected the Substantial Completion of any Phase, Milestone, or the Project, provided that the delay was caused by a City-directed change in the work or an event for which the Contractor is entitled to additional time to perform the Work under the terms of the General Conditions.

"TSA" means the federal Transportation Security Administration created by the Aviation and Transportation Security Act of 2001, and any successor agency thereto.

"Weather Day" means a workday on which restrictions imposed on the performance of the work by weather that so interferes with the prosecution of the work as to be deemed by the Commissioner an event beyond the reasonable control of the Contractor.

"Work" means all labor, materials, equipment, and other incidentals furnished by the Contractor necessary or convenient to the successful completion of the Project, and which are required by, incidental or collateral to the Contract Documents. Work which is necessary, convenient, required, incidental or collateral to that shown on the Contract documents shall be deemed to be included in the Contract Price and shall be furnished and installed by the Contractor at no additional cost to the City.

"Work Day" means every Calendar Day that the approved Baseline and Monthly Update Schedules indicate that the Contractor is to perform work.

B. Contract Interpretation.

Any headings of this Contract are for convenience of reference only and do not define or limit the provisions thereof. In this Contract, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder Contract" and any similar terms used in this Contract refer to this Contract. All section references, unless otherwise expressly indicated, are to sections of this Contract. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words of any gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract. The terms "include", "includes", or "including", when followed by one or more examples, denote a nonexclusive list.

C. Severability.

If any provision of this contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this contract does not affect the remaining portions of this contract or any part of it

D. Interpretation/Rules.

1. Intent of Plans and Specifications.

- a. The intent of the plans and specifications is to describe the Work that the Contractor will undertake to fulfill the requirements of the Contract. The Contractor must perform all Work as provided in the Contract Documents and such collateral, and incidental Work as required, necessary and/or convenient to complete the Work in accordance with the Contract Documents. The Contractor must furnish all required materials, equipment, tools, labor, temporary light and power, shop drawings, installation drawings, working drawings, and incidentals, unless otherwise provided in the Contract, and will include the cost of all such items in the Contract unit and lump sum prices for the several units of Work.
- b. The specifications and plans are not intended to cover every detail of materials, parts, or construction. The Contractor must furnish all materials, parts, and labor necessary to complete the Work, whether or not said details are particularly shown or specified, all at no additional cost to the City.
- c. Except as otherwise expressly stated in the Contract Documents, the Contractor's bid price(s) includes, and the Contractor must provide and furnish, all items necessary and incidental to the Work and the Project, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment, tools, temporary light and power, shop plans, working drawings, 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 bid price(s) includes all costs relating to, or associated with, the foregoing including but not limited to all direct costs, overhead, and profit. No terms of the Contract Documents, which more specifically indicate that the Contractor will bear the costs of an item or which more specifically indicate 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.
- d. Wherever the imperative form of address is used, such as "perform the excavating", "provide equipment required", "remove obstructions encountered", "furnish and install reinforcing steel bars", it is understood and agreed that such address is directed to the Contractor.
- e. "Provide" as used in these specifications means furnish and install.
- f. Unless a contrary meaning is specifically noted elsewhere, words "as required," "as directed", "as permitted", and similar words mean that requirements, directions of, and permission of the Commissioner are intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import, mean "approved by", "acceptable to", or "satisfactory to" the Commissioner. Words "necessary", "proper", or words of like import as used with respect to extent, conduct, or character of Work specified shall mean that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commissioner.
- g. Wherever the words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactory", or words of like effect and import are used, they mean, unless otherwise particularly herein specified, approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Commissioner.
- h. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. The Contractor shall be responsible for all segregation of Work between the trade or craft jurisdictional limits.

- i. As provided in Section IV, before the Contractor physically begins the Work, the Contractor must check the City's plans and specifications. Should any errors, discrepancies or omissions be found in these plans and specifications or any discrepancy found between the Contract Drawings and the physical conditions at the site or in any subsequent drawings that may be provided thereafter, the Contractor must notify the Commissioner, in writing, within 48 hours of discovering the error, discrepancy or omission. Any Work done after such discovery, unless authorized by the Commissioner, will be done at the Contractor's expense. The Contractor will not be allowed to take advantage of any error, omission, or discrepancy in the Contract Documents.
 - j. The Contractor will be furnished additional copies of the plans and specifications at the cost of reproduction. Specifications by organizations other than the City to which reference is made in the City's Technical Specifications will be obtained by the Contractor at its expense.
 - k. The Contractor must keep on hand at the work site, for reference, a complete set of specifications for the Work, a complete set of all plans of the Work, copies of all plans furnished by the Contractor, all additional and revised plans furnished by the City and all orders issued to the Contractor by the Commissioner that relate to the Work.
2. Precedence of Documents.

Unless otherwise noted in the Requirements for Bidding and Instructions for Bidders (see Part 1), the following shall govern the Interpretation of the Contract in all cases of conflict or inconsistency therein.

In the event a seeming conflict between provisions within one or more of the items in the Contract documents is discovered, an interpretation which reconciles the otherwise inconsistent and/or conflicting provisions, without ignoring either or any of them, shall be preferred.

If such reconciliation is not possible, then the various Contract documents shall be deemed to govern in the following order of precedence:

- a. First: The General Conditions (Part 2) as issued or subsequently amended.
- b. Second: The Requirements for Bidding and Instructions for Bidders found in Part 1 as issued or subsequently amended.
- c. Third: Technical specifications (Part 3) as issued for bid or as subsequently amended.
- d. Fourth: Contract plan and drawings as issued for bid or as subsequently amended.
- e. Fifth: All other Contract Documents.

In the event of conflict or inconsistency between the Contract Documents as provided to the Contractor on CD and the Official Printed Copy of the Contract Documents, the Official Printed Copy shall govern.

E. Entire Agreement.

The Contract Documents, and the exhibits attached to them and incorporated thereby, shall constitute the entire agreement between the parties with respect to the subject matter hereof, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations will be implied or impressed upon this Contract that are not expressly addressed herein and therein.

END OF I

II. PROJECT ORGANIZATION

A. Owner.

1. The City of Chicago is the Owner of the Project. The City possesses and operates the Airport, which is on City property. The City possesses the power and authority to lease premises and facilities and grant other rights and privileges at the Airport.
2. Personal Liability of Public Officials: In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there will be no liability upon the Chief Procurement Officer, Commissioner, their authorized representatives, or any employee of the City, either personally or as officials of the City, it being understood that in such matters they act as representatives of the City.

B. The Commissioner.

Except where otherwise specified in this Contract, 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 Contractor's performance of its Work, such as to the quality and acceptability of materials furnished and Work performed, rate of progress of the Work, the amount and quality of Work performed and materials furnished and the estimates thereof. The Commissioner's determination with respect to such matters is a condition precedent to the right of the Contractor to receive money due under the Contract, provided that the Contract Modifications are approved in accordance with Article X.

C. The Chief Procurement Officer.

The Chief Procurement Officer has the statutory authority to solicit and award this Contract for the City and will represent the City in most administrative matters relating to the Contract, such as approval of Subcontractors and approval of MBE/WBE plans.

D. Construction Manager.

The Construction Manager is the organization(s) or entity(ies) that the City has retained to oversee the construction of projects at the City's Airports. Among the duties relating to this Contract, the Construction Manager will inspect the Contractor's Work to verify that it is in compliance with the Contract Documents and act as a point of contact where indicated in the Contract Documents. The Construction Manager will have no authority to issue approvals that the Contract requires the Contractor to obtain from the Commissioner, to bind the City contractually, or to make modifications to this Contract. In carrying out any of the provisions of this Contract or in exercising any power or authority granted to it, there will be no liability upon any officer, employee, or authorized representative of the Construction Manager, either personally or as officials of the Construction Manager, it being understood in such matters they act as representatives of the Construction Manager.

E. Architect/Engineer.

The City has retained an Architect/Engineer for the project whose name appears on the plans (Part Three of the Contract Documents). The Contractor will have no direct contact with the Architect/Engineer except as authorized by the Commissioner. The Architect/Engineer is not authorized to make changes to designs approved by the City and included in the Contract Documents without the express direction of the City pursuant to a Contract Modification.

F. Testing Consultants.

The City may retain one or more consultants to perform testing of materials provided by the Contractor and incorporated into the Project to ensure compliance with Contract requirements. All such consultant(s) will make recommendations to the Commissioner and Chief Procurement

Officer but does not have authority to approve materials or substitutes which authority is reserved to and requires approval of the Commissioner and/or Chief Procurement Officer.

G. Contractor.

1. Contractor's Responsibility for Work:

- a. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- b. The Work shall be under the charge and care of the Contractor until Final Completion of the Project, Milestone, or phase, as determined by the Commissioner, including all "Punch List" Work, unless otherwise specified in the Contract Documents. The Contractor will assume all responsibility for injury or damage to the Work by action of the elements and fire or from any other causes whatsoever, whether arising from the execution, or from the non-execution, of the Work. The Contractor must rebuild, repair, restore and make good, at its expense, all injuries or damages to any portion of its Work occasioned by any of the above causes before its completion and final acceptance.
- c. When equipment or materials are furnished to the Contractor by the City for the Contractor's use or inclusion in the Work, the Contractor's responsibility for all such equipment and materials will be the same as for materials furnished by the Contractor.
- d. The Work will not be considered as completed and accepted until a written notice from the City confirming the Final Completion has been received by the Contractor.

2. Subcontractors:

- a. Except as otherwise provided in the Contract, all transactions of the City and the Commissioner will be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workers.
- b. Contractor further will implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by all provisions of the Contract.
- c. As provided in Article V, all Subcontractors must be approved by the Chief of Procurement Officer. The Contractor may not make any substitution for a Subcontractor that has been accepted by the Chief Procurement Officer, unless the substitution is acceptable to the Chief Procurement Officer. All requests to subcontract must be submitted on the form approved by the Commissioner and Chief Procurement Officer.
- d. The Contractor is responsible for all Subcontractors' Work.
 - (1) There is no privity between Subcontractors and the City; Subcontractors have no rights as third-party beneficiaries under this Contract.
 - (2) The Contractor will require the Subcontractors to communicate with the City through the Contractor only.

END OF II

III. PROPERTY

A. Ownership of Drawings and Documents.

1. All drawings, specifications, and copies thereof furnished by the Commissioner or CPO are the property of the City and are not to be used on other work.
2. The City will provide to the Contractor, without charge, one (1) CD of all Contract Documents, 2 complete full size drawing sets and two (2) complete half size drawing sets.
3. 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 its Work, the Contractor will be responsible for any loss or damage to documents while in the Contractor's possession or the possession of a Subcontractor and any such document so lost or damaged must be restored at the expense of the Contractor.
4. The Contractor will deliver, or cause to be delivered, at any time during the term of this Contract all documents, including but not limited to 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 thereof or upon termination or completion of the Work hereunder. In the event of the failure by the Contractor to make such delivery, the Contractor will pay to the City damages the City may sustain by reason thereof, including consequential damages.
5. All Project Record Documents and deliverables, and any other information or data, whether in hard copy or in electronic format, (collectively, "Data") prepared by or provided to the Contractor under this Contract are confidential. The Contractor must not issue publicity or news releases nor grant press interviews and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding the Project without the prior written consent of the Commissioner. In the event the Contractor is presented with requests for documents by any administrative agency or with subpoena duces tecum regarding any Data, the Contractor must immediately give notice to the Commissioner and to the Corporation Counsel of the City of Chicago with the understanding that the City shall have the opportunity to contest such a process by any means available to it before such Data are submitted to a court or other third party; provided, however, that the Contractor shall not be obligated to withhold such delivery beyond that time as may be ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

B. 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 City in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the Commissioner. The Contractor will provide advance notice to the Commissioner of any such intended entry. Consent to enter upon all or any part of the Project Site given by the Commissioner will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the City.
2. The Contractor must use, and will cause each of its officers, employees, agents, and Subcontractors, to use the highest degree of care when entering upon property owned by the City, 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.

3. **Damage to City Property:** If the Contractor causes damage to City property, the Contractor must at the option of the Commissioner either 1) pay the cost of repair of the damage or 2) repair or replace the damage. To the extent that the City undertakes repair or replacement, the Commissioner will have the right to a set off against the payments to the Contractor for the cost of repairs or replacement if the City undertakes repair or replacement of the damaged property or has it done by others.

C. **Information Provided By the City.**

Surveys, soil borings, geotechnical information, data, or plans generally describing the unimproved land or existing structures at the site may be provided to the Contractor by the City. Such information is not warranted by the City to be accurate. The Contractor will not be entitled to rely on it. When such information is provided by the City and it appears on Contract Documents prepared by the Architect/Engineer, the Contractor acknowledges that the Architect/Engineer and City have not verified such information. Site plans prepared by the Architect/Engineer are based on surveys performed by consultants that have not been verified by the City and the Architect/Engineer. Site plans do not constitute any representation by the Architect/Engineer and City to the Contractor of site boundaries or characteristics. Information provided by the City may be based upon either the O'Hare Coordinate System or the O'Hare Monument System. Contractor is responsible for identifying the datum system used and, if it is the O'Hare Coordinate system, is responsible for converting that information to the O'Hare Monument System.

D. **Site Conditions.**

1. If conditions encountered at the site are:
 - a. Subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or
 - b. Pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, including the presence of unanticipated Hazardous Materials,

then pursuant to the Public Construction Contract Act, 30 ILCS 557, the Contractor will take no action to disturb the area until providing written notice to the Construction Manager immediately, and receiving notice from the Construction Manager as to how and when to proceed.

2. If the conditions differ materially from those indicated in the Contract Documents and could not have been known to the Contractor at the time the Contract was bid, and such conditions will cause a material increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the Work, an equitable adjustment in the Contract Amount or Contract time or both, will be made based upon Article X, "Changes In The Work."
3. The Contractor must follow the requirement of written notice in Section III. D. 1. above and the requirements set out in Section XVII. A. Claims, regarding a claim for changed site conditions. The Contractor must also provide written Notice of Claim regarding the changed site condition to the Construction Manager immediately after its discovery. The Notice of Claim for the changed site conditions must state the nature of the changed site condition, its location, and the work that is affected by it. The Contractor's failure to provide the written notice to the Construction Manager within one day after discovery of the changed site condition constitutes a waiver of any Claim that Contractor may have relating to the changed site condition, a waiver of its right to file a Claim under Article XVII.A and a waiver of its right to file a dispute to the Chief Procurement Officer under Article XVII.B.

E. Permits and Licenses.

1. Wherever the Work requires the obtaining of permits from the City of Chicago or other public authorities, triplicate copies of such permits must be furnished to the Construction Manager by the Contractor hereunder before the Work covered thereby is started.
2. Except as otherwise provided in paragraph 2 below, the Contractor will obtain, at its own expense, all permits and licenses necessary to carry out the Work. Unless an Allowance for Permit Fees has been established in Book 1 of the Contract Documents, there will be no separate fee reimbursement from the City to the Contractor in connection with Permits and Fee requirements and all costs therefore are considered as incidental to the project.
3. Permits required from the Metropolitan Water Reclamation District of Greater Chicago, the Illinois Division of Waterways, and the U.S. Army Corps of Engineers will be obtained by the City.
4. The special use of or removal, alteration, or replacement of certain City owned facilities and appurtenances such as traffic signs, trees, sewers, hydrants, bridges and viaducts, which will be required as a consequence of the Contractor's Work, will be subject to the applicable Municipal Ordinances. It will be the Contractor's responsibility to obtain all the necessary permits and pay the associated fees. Copies of such permits will be furnished to the Construction Manager by the Contractor before the Work covered is started. No payment will be made for Work performed without the required permits unless authorized by the City. Information with regard to the above may be obtained by contacting the appropriate City Departments.
5. Water System Work: If water from a City hydrant is necessary to the execution of the Work, the Contractor, with approval of the Construction Manager, will obtain a hydrant permit from the Department of Water Management of the City of Chicago. Before starting Work, the Contractor will pay to the Department of Water Management of the City of Chicago a fee for water to be used as set forth in the Municipal Code of Chicago and its amendments to date. Payments are to be made to: Department of Water Management, Bureau of Billings & Customer Services.
6. Sewer System Work: The construction, repair, adjustment, or cleaning of any subsurface structure designed to collect or transport storm and/or wastewater, either in private property or in the public way, will require a permit issued by the Department of Water Management.
 - a. The construction, repair, adjustment, or cleaning of any subsurface structure designed to collect or transport storm and/or wastewater, either in private property or in the public way, will require a permit issued by the Department of Sewers, (Sewers and Drains).
 - b. Sewer Permits for doing any of the above described Work will be issued to Sewer Drain Layers currently licensed by the Department of Sewers. Contractor must be, or must subcontract with, a licensed Sewer Drain Layer for such Work.
 - c. When applying for a permit, a Contractor must submit two (2) sets of plans which show all new underground sewer work inside and around the Project with a clear site or location plan together with an estimate of the sizes and quantities of sewer to be installed.
 - d. Contractor must arrange for permits and/or inspection at least forty-eight (48) hours prior to starting work.

- e. A copy of the permits must be on the jobsite prior to starting construction.
 - f. Failure to obtain permits prior to starting construction could result in the revocation of the drain layer's license.
 - g. Plans for large projects (over 400 feet of sewer work) are to be brought in for examination and review by the City's Construction Manager at least two (2) days prior to application for the issuance of permits.
7. Traffic and Parking Sign Removal and Replacement: When sign removal and replacement is not a pay item of the Contract, the City of Chicago will remove and reinstall any sign as may be required; however, the Contractor will be responsible for all fees relative to the removal and replacement of all of the City's traffic and parking signs. The Contractor must advise the Bureau of Traffic Engineering and Operations, in writing, of the location of each sign to be removed by specifying its distance from the property line of the nearest cross street. Each sign legend should also be stated. The Contractor must provide this information at least five (5) business days prior to removal. The Contractor will also advise the Bureau of Traffic Engineering and Operations, in writing, of when signs may be reinstalled as soon as this date is known.
- F. No Lien Provision.
- 1. The Contractor must notify its Subcontractors that no mechanics' liens under The Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, will be permitted to arise, be filed, or maintained against public funds, the Project, or any part thereof or any interest therein, or any improvements thereon, or against any monies due or to become due to the Contractor 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 will be an independent covenant.
 - 2. 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 "1" above, the Contractor agrees to cause such liens and claims to be satisfied, removed, or discharged 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. The City will 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.
 - 3. The Contractor must give, or cause to be given, a copy of these provisions to all Subcontractors and will 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.
- G. Ownership of Property and Builder's Risk.
- 1. The City will be and become the owner of each of the improvements, equipment and fixtures which has been installed or constructed by the Contractor as part of the Project or for which the City has paid Contractor to store in anticipation of installation or construction. The City's title shall be free and clear of liens, claims, security interests or other encumbrances, upon the earlier of installation, payment therefore or Final Completion of the Project. However, transfer of title to the City shall not relieve Contractor of any of its responsibilities under this Contract with respect to Work in progress.

2. Regardless of passage of title, the risk of loss to any of the Work (and to any goods, materials, equipment and furnishings that are provided or are to be provided by the Contractor under the Contract) shall remain with the Contractor until the date of Final Completion of the Project. If any of the Work (or any goods, materials, equipment and furnishings that are provided or are to be provided by the Contractor under the Contract) is destroyed, mutilated, defaced or otherwise damaged, by any cause whatsoever, the Contractor shall repair or replace the same at no extra cost to the City. Any performance bond or insurance protection required by the Contract or otherwise provided by the City or the Contractor shall in no way limit the responsibility of the Contractor under this section.

END OF III

IV. SCOPE OF WORK

A. The Scope of Work for the Project.

The Work that the Contractor must provide under this Contract includes, but is not limited to, the Work described in Part Three of the Contract Documents. The Contractor must provide the Work in accordance with the standards of performance set forth in the Contract Documents.

B. Errors or Discrepancies in Contract Documents.

Before the Contractor begins the Work, the Contractor must check the City's plans and specifications. Should any errors, discrepancies, or omissions be found in these plans and specifications or any discrepancy found between the Contract Drawings and the physical conditions at the site or in any subsequent drawings that may be provided thereafter, the Contractor must notify the Commissioner, in writing, immediately. Any Work done after such discovery, unless authorized by the Commissioner and Chief Procurement Officer, will be done at the Contractor's expense. The Contractor will not be allowed to take advantage of any error, omission, or discrepancy in the Contract Documents.

C. Requests for Information (RFI).

All Contractor questions and requests for clarifications of the Contract Documents must be addressed through a Request for Information (RFI). RFIs will be generated by the Contractor and answered by written directive of the Commissioner.

D. City Directed Value Engineering

The City reserves the right to value engineer the Work by modifying the Contract Documents to provide innovative, alternative, lower cost construction without impairing the essential functions and characteristics of the Work including, but not limited to, service life, reliability, economy of operation, ease of maintenance, necessary standardized features, desired appearance, or design standards ("City Directed Value Engineering"). Any such changes will be incorporated through a Contract Modification pursuant to Article X - Changes in Work. Payment for the Work will be made pursuant to Article IX. For City Directed Value Engineering, the Contractor will not be eligible to receive any Value Engineering Incentive.

E. Construction Operations Plan and Procedures.

1. Construction Operations Plan.

Within fifteen (15) days after the Contract Award date, the Contractor must submit to the Commissioner for review the order of procedure the Contractor proposes to follow in performing the Work, a proposed construction schedule, a list of equipment to be used and a general description of the procedures, methods, structures and equipment to be used ("Construction Operation Plan"). An Airport traffic management plan must also be submitted as part of the Construction Operation Plan, if required by the Commissioner. Work will begin only after the Contractor's proposed Construction Operation Plan has been approved by the Commissioner in writing. It is understood by the Contractor that a reasonable amount of time will be required by the Commissioner for the examination of said Construction Operation Plan. As Work progresses, changes or modifications in such procedure and Baseline Schedule, or in such methods, structures and equipment may be required by the Commissioner. In such event, upon notice from the Commissioner to the Contractor, further Work must be performed only in accordance with the changed Construction Operation Plan.

- a. Procedures, Methods, Structures and Equipment: No later than ten (10) days prior to starting Work, the Contractor must submit for the Commissioner's approval a detailed description of procedures, methods, structures and equipment for the Work that is consistent with the approved Construction Operation Plan. The Contractor will

determine the methods to be employed, the procedures to be followed, the plant, falsework, shoring, bracing and other temporary structures and equipment to be used in the Work, subject to the requirements of the Contract Documents and the approval of the Commissioner. The Contractor must furnish all material and supplies, plant, heat, power, staging and falsework, equipment, tools, implements, and all material and appliances of every sort or kind that may be necessary for the full and complete carrying out of this Contract, whether temporary or permanent and whether or not incorporated into the Work. The Contractor must provide, as part of its submittal, drawings and calculations for all equipment, falsework, shoring, bracing, and other temporary structures or temporary services required for the Work, designed, signed and sealed by the appropriate (i.e. Structural, Mechanical, Electrical, Civil, etc.) Illinois licensed engineer. As Work progresses, changes or modifications in the procedures, methods, structures or equipment may be required by the Commissioner. In such event, upon notice from the Commissioner to the Contractor, further Work must be performed only in accordance with the changed procedures, methods, structures and equipment.

- b. Commissioner Approval: The Commissioner, in the Commissioner's sole discretion, may disapprove, reject or require modification of any proposed or previously approved Construction Operation Plan or procedures, methods, structures or equipment that the Commissioner believes: (i) is unsafe for the Work, for other activities being carried on in the vicinity, for other structures, for the public, or for workers, engineers and inspectors employed thereon; (ii) will result in undesirable settlement of the ground, (iii) will not provide for the completion of the Work by the Contract Completion Date, (iv) is contrary to any other requirement of this Contract; or (v) will adversely impact Airport Security, Airport Operations, or any function of the Airport, or Airlines.
- c. Contractor Responsibility: It is expressly agreed that the Commissioner's acceptance or approval of the Construction Operation Plan and any procedure, method, structure, or equipment submitted or employed by the Contractor, will not in any manner relieve the Contractor of responsibility for the safety, maintenance, and repairs of any structure or Work, or for the construction, maintenance and safety of the Work hereunder, or from any liability whatsoever on account of any procedure or method employed by the Contractor, or due to any failure or movement of any structure or equipment furnished by the Contractor. If, even though implemented in accordance with a Construction Operation Plan and procedures, methods, structures and equipment approved by the Commissioner, any procedure, method, structure or equipment used by Contractor fails in any manner whatsoever, such failure will in no way form the basis for any claim for additional compensation, damages, expenses, an extension of time for completion of this Contract, or for material, labor or equipment required for repairing or rebuilding the Work or any other property that may have been damaged by the failure of any such procedure, method, machinery, structure or equipment.

2. Sustainability.

The CDA encourages the Contractor to implement the best possible environmental, social, and fiscally responsible practices. The Sustainable Airport Manual ("SAM") has been developed as an integral part of the overall sustainability standards for the CDA and is incorporated into this Contract by reference. Contractors are strongly encouraged to incorporate as many sustainability elements into their project as are feasible. The SAM is meant to supplement existing federal, state and/or local regulatory requirements with additional best practice sustainability strategies and considerations. The SAM does not supersede any existing standards, regulations, codes, guidelines or practices (visit www.airportsgoinggreen.org to obtain the latest version of SAM).

- a. Sustainability Requirements: Within thirty (30) days from the Notice to Proceed, the Contractor must submit to the Commissioner all required pre-construction sustainability plans, equipment/material lists, and estimates as detailed in the Part III,

Technical Specifications. Pre-construction submittals required by the Technical Specifications may include: Diesel Emission compliance Plan Pre-Construction Form; Local/Regional Materials Pre-Construction Estimate; Recycled Content Pre-Construction Estimates; Construction Waste Management Plan Pre-Construction Estimate of Construction & Debris Form. Failure to submit the required pre-construction documentation will result in rejection of the first payment for Mobilization as detailed in Part III Technical Specification – M-101 “Mobilization”.

- b. Submittals: Monthly and/or Project Completion submittals as detailed in the Part III Technical Specifications must be submitted as required. Failure to submit the required submittals and documentation may result in non-payment and/or reduction of retainage.
3. The Contractor must furnish all material and supplies, plant, heat, power, staging and falsework, equipment, tools, implements, and all material and appliances of every sort or kind that may be necessary for the full and complete carrying out of this Contract whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.
4. Security Personnel: The Contractor must furnish security personnel not only to protect the public and those who Work at or in the vicinity of the Work under this Contract, but to protect all materials, tools, machinery and equipment and all Work performed by the Contractor until said Work has been completed and accepted by the City. The cost of security personnel is incidental to the contract unless otherwise specified in the Contract Documents.
5. Batch Plant: A batch plant may be authorized at the Airport in Part Three, otherwise, the Contractor must seek permission to have a concrete or asphalt batch plant on Airport property by making a written request to the Construction Manager for submission to the Commissioner and Director. It is within the absolute discretion of the Commissioner whether to allow a batch plant on Airport property and denial of permission is not subject to a claim or dispute under Article XVII of the General Conditions. If permission is provided, the use of the batch plant is subject to all conditions set by the Commissioner to which the Contractor must agree in writing. The Contractor must obtain and follow the requirements of all federal, state and local permits, copies of which must be provided to the Construction Manager, before the plant is placed in operation. The plant must be dismantled and removed from the Airport when directed by the Commissioner. The Contractor's failure to follow the Commissioner's direction to remove the plant or to comply with the conditions for use of the plant, set by the Commissioner, constitutes a default under the Contract. Only adequate and safe procedure, methods, structures, and equipment will be used. Any costs related to land leasing, rental fees, or operations will be incidental to the Contract.
6. Verification of Dimensions, Cutting & Patching.
 - a. Wherever the Work is required to connect to existing improvements, the Contractor must take complete field measurements affecting all construction in this Contract and will be solely responsible for the proper fit between the Work and existing structures or appurtenances.
 - b. The Contractor must do all cutting, patching, or fitting of Work that may be required to make the Work under this Contract and the existing improvements come together and fit properly. In the event field measurements contradict the design drawings, Contractor must submit discrepancies, via Request for Information, to the Commissioner for clarification.
7. Contractor's Layout of the Work. The Contractor is responsible for the correct lay-out and accurate fitting of all parts of its Work. All labor, materials, and other expense necessary for, or incidental to, the setting and maintaining of lines and grades (exclusive of the tasks of establishing the original reference base line and bench marks which must be performed

by the City) will be furnished by the Contractor at its own expense. All Contractor layout and control survey work must be performed by a professional Land Surveyor registered in the State of Illinois.

8. Occupancy Interferences.

- a. The Contractor must utilize a method of Work which interferes as little as possible with the normal conduct of Airport Operations or business in or around the Airport.
- b. The building or structures may be in full time use and operation and will continue in normal use during application and installation 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 hereinafter specified.
- c. The Contractor will serve written notification to the Commissioner requesting any anticipated interruption in facilities at least two (2) weeks prior to disruption of services, allowing for temporary relocation of personnel, operations, and equipment during the Work. The Contractor must provide any temporary facilities deemed necessary by the Commissioner due to a disruption of services. The Commissioner, in his or her sole discretion, will determine the procedures, times of day and dates the Contractor may accomplish the Work and may reject or modify the Contractor's request.
- d. Deliveries and Storage of all material and/or equipment must be located in areas as designated or approved by the Commissioner, scheduled in such manner to minimize interference with the normal conduct of business in or around the occupied portions of the building and airline or vehicular areas.

END OF IV

V. SUBCONTRACTING & ASSIGNMENT

A. No Assignment of Contract.

The Contract must not be assigned or any part of the same subcontracted without the written consent of the Chief Procurement Officer. If the Chief Procurement Officer provides consent, such consent does not relieve the Contractor from any of its obligations or change the terms of the Contract, and Contractor shall remain responsible for satisfactory performance of all work undertaken by the assignee or Subcontractor.

B. No Assignment of Contract Funds.

The Contractor will not transfer or assign any Contract funds or claims due or to become due without the prior written consent of the Chief Procurement Officer and Comptroller. The transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, without the prior written consent of the Chief Procurement Officer and Comptroller, is void so far as the City is concerned.

C. Subcontracts.

1. All Subcontractors are subject to the approval of the Chief Procurement Officer before they may provide material, labor or services on the Project. The Contractor, upon entering into any agreement with a Subcontractor that has been approved by the Chief Procurement Officer must furnish the Chief Procurement Officer with one (1) copy of a written contract evidencing such agreement signed by the Contractor and Subcontractor. Copies of all written Subcontractor agreements and Purchase Orders for Suppliers must be provided to the Chief Procurement Officer within fifteen (15) days of the Notice to Proceed. All subcontracts must be in writing, must require each Subcontractor to be bound by the terms of this Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by this Contract, assumes toward the City. All subcontracts must require that any services to be performed will be performed in strict accordance with this Contract and must provide that the Subcontractor is bound by and subject to the requirements of this Contract, whether or not a particular provision specifically mentions Subcontractors, and will provide that the City's rights are not thereby prejudiced. All Contractors and Subcontractors must have a Vendor Number. Vendor number requests shall be made on the form provided by the Commissioner.
2. The Contractor hereby collaterally assigns any or all subcontracts to the City, effective upon the City's exercise, in its sole discretion, of its rights to assume such assignment as a remedy for Contractor's default or in the event of early termination. The Contractor must require each of its Subcontractors (including material suppliers) to consent to a collateral assignment to the City of its respective subcontract with the Contractor. The Contractor's subcontracts must include language stating, "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."
3. Subcontracts may contain different provisions than are provided herein with respect to payments, schedules, and matters not affecting the quality or timely completion of the Work. The subcontract must preserve the rights of the City under this Contract with respect to the Work performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor must require each Subcontractor to enter into similar subcontracts with its Subcontractors. The Contractor will make

available to each Subcontractor, prior to the execution of such subcontract, copies of this Contract to which the Subcontractor will be bound by this paragraph.

D. City's Right To Assign.

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Contractor.

END OF V

VI. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS

A. Standards of Performance.

1. Without limiting Contractor's obligations to complete the Project in accordance with the Contract Documents, the Contractor must perform, or cause to be performed, all of the Work required by the Contract with that degree of skill, care, and diligence normally exercised by experienced contractors performing that type of work in projects of a scope and magnitude comparable to the Project. The Contractor must assure timely and satisfactory completion of the Work. The Contractor must at all times act in the best interests of the City. The Contractor must perform, or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Commissioner.
2. The Contractor will further perform, or cause to be performed, all Work hereunder according to those standards for Work at the Airports promulgated by CDA, the FAA, and any other interested Federal, State, or local governmental units.

B. Compliance with Contract Documents.

The Contractor must supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor is responsible for ensuring that the Work complies with the Contract Documents.

C. Correction of Work.

1. The Contractor, when directed in writing by the Commissioner, must promptly reperform, correct, or remove all Work identified to be defective or as failing to conform to the standards set forth in Section VI A above or the Contract Documents, whether observed before or after Substantial Completion of the Contractor's Work and whether or not fabricated, installed, or complete. The Contractor must bear all costs of correcting such defective or nonconforming Work, including costs associated with removing and reinstalling any nonconforming Work and compensation for any additional services made necessary thereby.
2. If the Contractor does not proceed with re-performance, correction, or removal of such defective or nonconforming Work after written notice from the Commissioner and within the time period designated, the Commissioner may correct or remove it. In addition, the Commissioner may store at the expense of the Contractor, portions of Work that have been removed as needed for others to undertake the corrective Work. If the Contractor does not pay the cost incurred for any such removal and storage within ten (10) days thereafter, the Commissioner may upon ten (10) additional days' written notice from the Chief Procurement Officer, sell such defective or non-conforming Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Commissioner's additional Work or services of City employees or others made necessary thereby. If such proceeds of sale do not cover all costs the Contractor should have borne for removal and correction of the Work, the difference will be charged to the Contractor, deducted from any amounts due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor must pay the difference to the City.
3. Work done outside the Contract limit lines shown on the Contract Drawings or any work performed outside the scope of the Contract without a Field Order or Contract Modification will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. Upon direction of the Commissioner, work so done must be removed or replaced and those areas restored at the Contractor's expense.

4. Neither the letter of Final Completion, nor any provisions in the Contract Documents will relieve the Contractor of responsibility for nonconforming Work, faulty materials, equipment or workmanship and, unless otherwise specified, the Contractor will remedy any defects due thereto and pay for any damage to other Work resulting therefrom. The Commissioner will give written notice of such observed defects with reasonable promptness.

D. Failure To Proceed With Directed Work.

In case of Contractor's failure to execute work in accordance with the Contract or a Field Order, the Commissioner may give Contractor written direction to perform the work within the period required by the Commissioner. If the Contractor fails to comply with such written direction, the Commissioner may give notice in writing to the Contractor and, with the approval of the Chief Procurement Officer, may direct others to proceed to execute such Work as may be deemed necessary, and the cost thereof will be deducted from compensation due or which may become due the Contractor under the Contract.

E. Materials.

1. Quality of Materials.

- a. Unless otherwise specified in the Contract Documents, all material incorporated into the Project must be new and must be incorporated in such manner as to produce completed construction, which is in conformance with the Contract Documents and acceptable in every detail to the Commissioner. The Contractor must certify on the "Request For Inspection of Material" form designated by the Commissioner that all materials and equipment to be used in the project comply with all Contract requirements. Only materials which conform to the requirements of the Contract Documents shall be incorporated in the Work.
- b. In the absence of a definite specification, materials must be the best of their respective kinds with properties best suited to the Work required. Inspection of materials shall be as specified in Article XIII, "Testing and Inspection".

2. Source of Materials.

- a. The Contractor must notify the Commissioner in writing as soon as possible, but no later than thirty (30) days, after the Contract has been awarded of the source (or sources) from which the Contractor expects to obtain the various construction materials. The source of supply of each material used must be approved by the Commissioner before delivery is started. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commissioner, the Contractor must furnish materials from other approved sources.
- b. If the Contractor seeks to investigate new sources of supply, the Contractor must furnish without charge such preliminary samples as the Commissioner may require. Tests may be made on these preliminary samples and reports rendered, but it is understood that such tests are for information purposes only and that the tests will not be construed as a guarantee of acceptance of any alternate supply of materials.

3. Substitution of Materials.

- a. Except for requests for substitution that were identified in the Contractor's bid and approved by the Commissioner and Chief Procurement Officer in accordance with Part One of the Contract Documents, requests for substitution for specified products or manufacturers will be considered only in case of product unavailability or other conditions beyond the reasonable control of the Contractor, or due to City Directed value engineering.

- b. Each request for substitution must be submitted separately and must include:
- (1) Complete data substantiating compliance of proposed substitution with requirements stated in the Contract Documents, including:
 - (a) Product identification, including manufacturer's name and address.
 - (b) Manufacturer's literature identifying:
 - i) Product description
 - ii) Reference standards
 - iii) Performance and test data
 - (c) Samples, as applicable.
 - (d) Name and address of similar projects on which the product has been used, and date of each installation.
 - (2) Itemized comparison of the proposed substitution with product specified; list significant variations.
 - (3) Data relating to changes in Baseline Schedule.
 - (4) Any effect of substitution on other parts of the Work, any Subcontractors, or any separate contracts.
 - (5) List of changes required in other Work or products.
 - (6) Accurate cost data comparing proposed substitution with product specified, including amount of any net change to Contract Price.
 - (7) Designation of required license fees or royalties.
 - (8) Designation of availability of maintenance services, sources of replacement materials.
- c. The Contractor warrants and represents that in making a formal request for substitution that:
- (1) The proposed substitution is equivalent to or superior in all respects to the product specified.
 - (2) The same warranties and guarantees will be provided for the substitute as for the product specified.
 - (3) The Contractor 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.
- d. If the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty that the proposed substitution or deviations will provide a quality or result at least equal to that attainable by the product specified, the Commissioner may reject substitution or deviation without further investigation.
- e. 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 which, in the Commissioner's opinion, would be unharmonious, or otherwise inconsistent with the character, quality or design of the Project.

- f. Any additional cost, or any loss or damage, arising from the substitution of any material or method for those specified must be borne by the Contractor, including the cost for damages incurred by other contractors notwithstanding approval or acceptance of such substitution by the Commissioner, unless such substitution was initiated at the written request or direction of the Commissioner.
- g. The investigation, review and approval of substitute materials requires a minimum of thirty (30) days beyond that required for specified routine items. The Contractor agrees that no request for a delay or disruption will be allowed whether or not the substitution is granted.
- h. Approval by the Commissioner of a substitution of material must be given pursuant to a Contract modification as required in Article X, "Changes in the Work."

F. Warranties.

1. Warranties.

- a. The Contractor warrants to the City that the Work, materials, and equipment furnished and installed under the Contract are of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- b. All Work furnished under this Contract must be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a period of one year after Substantial Completion or Beneficial Occupancy of a discrete phase or portion of the Work, which ever occurs first, and extending for a period of one year. Longer term warranties of manufacturers and installers, where required by Part Three of the Contract Documents, Detailed Specifications, shall be secured by the Contractor for the periods specified.
- c. Nothing stated herein shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

2. Contractor's Warranties.

- a. The Contractor's Warranty must be in addition to any Manufacturers' Warranties.
- b. The Contractor's Warranty must include the name of the Project as designated in the Contract Documents, be signed by an officer of the company having authority to provide the warranty, and state: "This document serves as a one (1) year written guarantee for the Work performed, and material and equipment installed on the above referenced project. This warranty incorporates all provisions of the Contract Documents that refer or relate to the guarantee. This warranty is commenced on (date) _____."

- c. During the warranty period, the Contractor must repair and replace at its 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, which is repaired or replaced, will have the warranty period extended for a period of one additional year from the date of the last repair or replacement but shall not extend beyond two years following the Final Completion of the Project.
- d. Should the Contractor or any Subcontractor of any tier return to do any Work during the warranty period, the Contractor or any Subcontractor of any tier must procure and maintain the insurance coverages required in Section III by this Contract and provide certificates of insurance for the coverages to the Commissioner, prior to beginning the work.

3. Manufacturer's Warranties.

- a. The Contractor must:
 - (1) ensure that all required Manufacturer's Warranties pass through to the CDA.
 - (2) submit all applicable Manufacturer's Warranties to the Commissioner and ensure that all warranty forms have been completed in the CDA's name and registered with the appropriate manufacturers.
- b. Repairs and replacements made by the Contractor, pursuant to Section VI.F.3, will include a Manufacturer's Warranty, if standard with the Manufacturer, in addition to the Contractor's Warranty.

G. Testing Laboratory Labels.

- 1. All equipment containing electrical wiring must conform to the City Electrical Code.
- 2. In compliance with City of Chicago Ordinances all items of equipment furnished and installed or assembled by the Contractor under this Contract will be approved and so labeled by a testing laboratory acceptable under the Chicago Electrical Code Section 14-64-010.
- 3. Any unit comprised of a number of components assembled at the factory and considered custom made will have a label of a testing laboratory acceptable under the Chicago Electrical Code Section 14-64-010 for the entire unit as well as for each component.
- 4. **All costs in obtaining a Testing Laboratory Label will be paid for by the Contractor with no additional charge to the City.**

Any delays in Completion of the Project caused by the manufacturer of equipment in obtaining the required Testing Laboratory Labels and City approval will not be grounds for an extension of time beyond the Substantial Completion Date.

H. Materials, Inspection and Responsibility.

Without limiting the city's rights of inspection under Article XIII or elsewhere in this Contract:

- 1. The Commissioner, by his or her representatives, shall have the right to inspect any equipment or materials to be used in carrying out this Contract.
- 2. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract.

3. The Contractor shall be responsible for all materials, components and completed Work furnished under this Contract until expiration of the Contractor's Warranty.
4. Materials, components or completed Work not complying herewith may be rejected by the Commissioner and must be replaced by the Contractor at no cost to the City.
5. Any materials or components rejected must be promptly removed from the project or project site at the sole expense of the Contractor following receipt of notice from the Commissioner that such materials or components have been rejected.

END OF VI

VII. PERSONNEL

A. General.

The Contractor must, immediately upon receiving a fully executed copy of the Contract, 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, 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. Upon award of the Contract, the Contractor will submit a project staff organizational chart, which includes the names and resumes of employees in key positions for this Project. All key personnel must have experience on projects of a like size and scope to this Project in the position they are proposed to fill. 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 seven (7) 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 seven (7) days thereafter to submit a second substitute person. Such process shall be repeated 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 Workers.

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

D. Supervision and Superintendence.

1. The Contractor must personally supervise and superintend the Work, and will have a competent jobsite Superintendent, able to direct all of Contractor's and subcontractor's Work, at the site at all times that any Work is being performed.

2. The Contractor must also have a full time experienced and qualified Project Manager and Safety Representative assigned to the Project.
3. Job Superintendent and Project Manager or designee must be available by phone, 24 hours per day, 7 days per week, including holidays, throughout the Project duration.

END OF VII

VIII. SCHEDULE

A. Time.

1. Duration: The Contract duration for Substantial Completion is the period of time allotted in Part One of the Contract Documents for Substantial Completion. Contractor must achieve Substantial Completion of the Project by the Contract Completion Date.
2. Start Date: The date of commencement of the Work will be the date set forth in the Contract or such other date as may be established at the discretion of the Commissioner in the Notice to Proceed.
3. Progress and Completion.
 - a. TIME IS OF THE ESSENCE IN THIS CONTRACT.
 - b. No time extensions will be allowed unless they are contained in a Contract modification, which has been approved and executed by the City.
 - c. Without the Commissioner's prior written approval, the Contractor will not suspend any Work.
 - d. Notwithstanding any other terms contained herein, the Contractor will take measures to protect its Work and to minimize the impact of such conditions on the progress of the Work.
4. Liquidated Damages. Liquidated damages will be assessed against the Contractor, in accordance with the Schedule set forth in Part One of the Contract Documents, for: Substantial Completion of the Project after the Contract Completion Date, failure to achieve any milestone or phase dates that provide for liquidated damages as set out in Part One of the Contract, failure to return any area to aircraft operations on a timely basis as set out in Part One of the Contract Documents, or failure to complete the Punch List Work as required by Section VIII.D.2.
5. Daily Progress Reports: The Contractor and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work in the form that is approved by the Commissioner. The daily progress reports must include, but not be limited to, the number of workers and the classification of the trades involved, equipment used, and any pertinent information regarding possible delays in the Work. Daily progress reports must be submitted to the Construction Manager prior to the completion of the following work day.
6. Weekly Project Progress Meeting: The Contractor's project manager and field superintendent must attend a weekly project progress meeting with the Construction Manager. The Contractor's project manager must submit a three-week look-ahead schedule, from the current accepted Monthly Update Schedule at the meeting. The three-week look-ahead shall include the activities ID and identify whether the activity is part of that Monthly Update Schedule's Critical path. The three-week look-ahead shall be provided through Final Completion of the Project. Weekly Progress Meetings will begin at Notice to Proceed and shall continue through Final Completion.
7. Float Time: Total Float Time shown on the Baseline Schedule is not for exclusive use of benefit of the Contractor, but is an expiring resource available to the City or the Contractor to accommodate changes in the Work, however originated, or to mitigate the effects of events which may delay performance of all or part of the Work. Time extensions for Contract performance will be granted only to the extent that delays extend the Critical Path of the current Monthly Update Schedule beyond the Contract Milestone(s) or Completion dates. In order to obtain a time extension, the Critical Path delay must be beyond the control and without fault or negligence of the Contractor, any of its Subcontractors or

concurrent delays. In the event that Contractor created a delay impact on an already negative float path on the current Monthly Update Schedule, the Contractor will not receive any time extension unless and until the negative float is increased for the activity with the highest negative float on the current Monthly Update Schedule.

B. Delays:

1. No Damages for Delay.

If the Contractor is delayed in the commencement, prosecution or completion of the Work by any act of the City, including but not limited to a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the City, or by order of the Commissioner, or the Commissioner's designee, or by any cause beyond the Contractor's control, none of which are due to any fault, neglect, act or omission on Contractor's part, then the Contractor shall be entitled solely and exclusively to an extension of time only. Such extension of time shall release and discharge the City, its employees and representatives from any and all claims for damages of whatever character, including but not limited to, disruption, changes in sequence, interference, inefficiency, field or home office costs claimed by the Contractor on account of the aforesaid or any other causes of delay.

2. Notice of Delay.

In the event that Contractor's performance of its Work is delayed by causes beyond the reasonable control of the Contractor, the phase / milestone of the project, the Substantial Completion Date or the Contract Completion Date of the project may be extended by the City to reflect the extent of such delay. The Contractor must give the Construction Manager written notice within five (5) Calendar Days of the commencement of such delay. The written notice by the Contractor will comply with the requirements of VIII. B.6. Consideration of a time extension for events beyond the reasonable control of the Contractor will only be made if the delay directly impacts critical path activities based on the latest accepted Monthly Update Schedule.

3. Events of Delay.

Events considered to be beyond the reasonable control of the Contractor 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 Days in Section VIII.B.4., provided that the listed causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes.

4. Weather Days.

a. No additional time will be granted for weather days associated with this Contract. All work must be completed by the contract dates for each phase and milestone. However, weather events, which are exceptionally irregular, are excluded. Unless otherwise specified in Part I, Instruction and Execution Documents, Section 4 – Time of Completion, an exceptional weather event shall be defined as an event that prevents work on one (1) or more Critical Path activities within the Baseline Schedule for three (3) or more consecutive planned workdays. The fourth (4th) consecutive planned workday prevented from occurring by an exceptional irregular weather event shall be grounds for requesting a time extension in accordance with General Conditions Article VIII.B.4.b.

b. For each Weather Day the Contractor encounters that prevents work on critical path activities on Work Days in the latest accepted Monthly Update Schedule, the Contractor must provide written notice to the Construction Manager within two work days. The notice to the Construction Manager will be entitled Notice of Weather Day

and must state: 1) the date the weather occurred; 2) the type of weather (including the NOAA weather data or equivalent); and 3) the critical path activity of the latest accepted Monthly Update Schedule that could not be worked on because of the weather.

- c. The Construction Manager will review each Request for each Weather Day as submitted by the Contractor. The Construction Manager will notify the Contractor of its decision in writing. If the CM denies the Weather Day Request, the Contractor may appeal the decision to the Commissioner within (10) days of receipt of the denial from the Construction Manager.
 - d. The Commissioner will grant or deny the request for each Weather Day based upon the facts stated in the request and the actual weather conditions that day as they affected the Contractor's scheduled activities. The Commissioner will notify the Contractor of that final decision in writing. If the Commissioner denies the request, the Contractor will not be entitled to a Weather Day for the date requested.
 - e. The Contractor's failure to follow the requirements of this Section VIII.B.4 constitutes a waiver of the right to file a dispute to the Chief Procurement Officer pursuant to Article XVII.
 - f. If the Contractor does not agree with the Commissioner's final decision on a request for a Weather Day, the Contractor may appeal the decision to the Chief Procurement Officer under Section XVII.B of the Contract. However, the Contractor may not appeal the decision unless the Weather Day request exceeds three (3) Calendar Days or the liquidated damages exceed \$10,000. The decision of the Commissioner is final for each Weather Day request of three (3) days or less, or if the liquidated damages assessed are \$10,000 or less.
5. Delays Which Do Not Qualify For Time Extensions.

No extension of time will be granted under this section for any delay: (1) if the delay was caused by the action and/or inaction of the Contractor, including but not limited to the fault or negligence of the Contractor or its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract; or (3) which has not been requested in strict accordance with Article VIII.B.6. Procedure for Time Extension Requests the procedures and such other provisions of the Contract Documents which may be applicable. The Commissioner's permitting the Contractor to proceed with its Work, or any part thereof, after such extension will in no way operate as a waiver of any other rights on the part of the City.

6. Procedure for Time Extension Requests.
- a. The Contractor expressly consents to both the time requirements and notice content requirements for requesting an extension of time set forth in this Section VIII.B.6. The Contractor acknowledges that the notice requirements set forth in this section VIII.B.6 shall be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Section VIII.B.6, shall constitute a waiver of the Contractor's right to seek an extension of time or to file a dispute to the Chief Procurement Officer under Article XVII. The Contractor further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Section VIII.B.6 shall not be subject to or diminished by any claim on the part of the Contractor that the Commissioner or any person acting on behalf of the Commissioner had actual or constructive knowledge of any request for extension of time, entitlements to an extension of time or any facts or circumstances supporting an extension of time. The Contractor further acknowledges that the time requirements and content requirements of Section VIII.B.6 have the purpose, among others, of allowing the Construction Manager and Commissioner to evaluate the time

extension request contemporaneously with the event that has been claimed to cause the delay.

- b. In order to request a Time Extension, a "Commencement of Delay" notice must be provided in writing to the Construction Manager, no more than five (5) calendar days after the commencement of the delay, otherwise, the claim for the time extension is waived.
- c. "Termination of Delay" noticed must be provided in writing to the Construction Manager no more than five (5) Calendar Days after the delay has been terminated.
- d. If the cause of the delay impacts the critical path of the latest accepted Update Schedule, a "Request for Time Extension" must be submitted within ten (10) Calendar Days after the termination of the delay and must (1) state the cause of the delay, (2) specifically demonstrate the negative impact of the delay on the critical path of the latest accepted Update Schedule and (3) state the number of days requested.
- e. The Construction Manager shall advise the Contractor of its recommendation regarding the Time Extension request, in writing, within ten days of receipt. If the Contractor and Construction Manager agree on the length of a proposed Time Extension, the Contractor will sign a Contract Modification that states the agreed upon Time Extension for approval by the City to the Commissioner. The Contractor must make a Claim to the Commissioner, as required by Article XVII, regarding any Request for Time Extension request to which the Construction Manager and Contractor do not agree. However, the Contractor may not appeal the Commissioner's final decision unless the Request for Time Extension exceeds five (5) Calendar Days or the liquidated damages exceed \$10,000. The decision of the Commissioner is final for each Request for Time Extension of five (5) days or less, or if the liquidated damages assessed are \$10,000 or less.

7. Liquidated Damages for Delay

- a. As provided in Section VIII.A.4., if the Project is delayed as a result of the Contractor's refusal or failure to begin the Work on the date of commencement as stated in Section VIII.A.2 or as a result of Contractor's refusal or failure to carry the Work forward expeditiously with adequate forces, equipment, material or other resources, or as a result of Contractor's other failure to complete the Work according to the approved Baseline Schedule, and if Part One provides for liquidated damages then such damages, shall be assessed. Liquidated damages will be assessed for any of the following events, if so provided in Part One: (i) every day the Substantial Completion Date is exceeded, (ii) every day that a phase or milestone date (that provides for liquidated damages) is exceeded, (iii) every day for failure to complete Punch List Work as required by Section VIII.D.2, or (iv) for failure to return an area of the Project for aircraft operations within the time as may be required by Part One. In such events, the City will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor will pay the amount due.
- b. These liquidated damages are for Contractor's delay only, and nothing contained in this Contract limits the right of the City to recover from the Contractor any damages, costs and expenses sustained by the City due to Contractor's other improper performance hereunder, repudiation of the Contract by the Contractor, Contractor's other failure to perform, or Contractor's other breaches in any other respect, including but not limited to defective workmanship or materials.

C. Substantial Completion of Milestones, Phases, and Project.

The Contractor will notify the Construction Manager and Commissioner, in writing, of a definitive date when the Work on a milestone, a phase or the Project as a whole will be ready for

inspection to determine whether the Work is Substantially Complete. Notice will be given by the Contractor at least seven (7) days in advance of that date for a milestone or phase and fifteen (15) days in advance for the Project as a whole. If the Construction Manager concurs that the work will be ready for inspection and/or testing on the date stated, the Commissioner, Construction Manager and other parties, selected by the Commissioner, will make such inspection within a reasonable period of time. The scheduling of the inspection will not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor is required to furnish access to all parts of the subject Work for the inspection.

D. Completion of Punch List.

1. It is also understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT THE JOB SITE WORK OF THIS CONTRACT for a milestone, phase or Project completion. The Contractor agrees to begin work immediately after receipt of a Punch List.
2. The period to complete Punch List Work for a milestone or phase will be determined in the sole discretion of the Commissioner. The period to complete the Punch List Work for the Final Project Completion is forty-five (45) calendar days unless otherwise stated in Part One of the Contract Documents. The time period for completion of the Punch List Work begins the day after the Punch List is provided to the Contractor. The Commissioner may extend the period to complete Punch List Work for specific work, which requires the receipt of long lead-time materials. However, all other Punch List Work must be completed as required by Section VIII.D, including the turnover of Record Documents, As-Built Drawings and O&M Manuals and all other documents required by the contract documents.
 - a. Unless otherwise directed by the Commissioner and Chief Procurement Officer, failure of the Contractor or its Subcontractors to begin the Punch List Work on the job site prior to the expiration of three (3) Working Days after receipt of the Punch List will be construed as failure to prosecute the work of the Contract.
 - b. It is further understood and agreed that the Punch List Work will be continuously prosecuted once begun. Therefore, any gap of three (3) Working Days during which Punch List Work is not being performed on the job site will also be construed as failure to prosecute the work of the Contract.
 - c. The Contractor will notify the Construction Manager, in writing, of a definitive date when the Punch List Work will be ready for inspection. The Construction Manager and other required parties will make the inspection within a reasonable time frame. If the Punch List Work is deemed complete, the Construction Manager will issue a letter to the Contractor stating that the Project has reached Final Completion.
 - d. Unless otherwise agreed in a Contract Modification, the failure to commence, continue, or complete the Punch List Work will result in the charging of \$500 per day of liquidated damages.
 - e. If liquidated damages are assessed, they will be added to the previously determined liquidated damages assessed at the time of Substantial Completion of the Project.

E. Baseline and Monthly Update Schedules.

1. General.
 - a. It is understood and agreed that "TIME IS OF THE ESSENCE OF THE CONTRACT". The Contractor agrees to begin actual work covered by this Contract in conformity with the Contract provisions and to prosecute the same with all due diligence, so as to Substantially Complete the entire Work under this Contract by the Contract Completion Date, expressed in Calendar Days following Notice to Proceed as set forth in Part One. The Contractor will, when necessary, use overtime, multiple shifts,

weekend and or holiday work to maintain the Baseline Schedule, approved by the Commissioner, without additional compensation.

- b. The Contractor must use the Critical Path Method (CPM) as described in Paragraph 3 below in preparing the Baseline and Monthly Update Schedule for approval by the Commissioner. The Contractor must utilize Primavera Project Planner 6.0, or a more current version. The Commissioner may choose to direct the Contractor to use a different scheduling software program to prepare the schedule. The Commissioner's decision regarding the scheduling software is final and cannot be disputed under XVII of the Contract. Any costs associated with obtaining the required scheduling software or training to use such software will be incidental to the Contract.
- c. The Baseline Schedule will, at a minimum, indicate the dates for the starting and completion of the various stages of the Work, including without limitation the placing of material orders, delivery of materials and equipment; preparation, submittal and approval of all required compliance submittal; preparation and procurement of material and equipment furnished by the Contractor; interface activities performed by others upon which the Contractor's Schedule depends; all work activities and field construction operations; equipment installation, testing and balancing.
- d. The Commissioner's approval of the Baseline Schedule is done for the sole purpose of ensuring that all CPM scheduling documents prepared by the Contractor are in conformance with the Contract requirements. This approval does not relieve the Contractor of the responsibility for the means, methods, procedures, manpower requirements and equipment to meet Activity durations, and sequence of the construction process nor does it provide any entitlement to additional funds for Project Substantial Completion on a date that is earlier than the Contract Completion Date.
- e. The initial approved Baseline Schedule will only be changed based on a Contract Modification which extends the Contract Completion Date or the required date for completion of a phase or milestone. All updates will be plotted against the approved Baseline Schedule

2. Qualification and Approval of Scheduler.

- a. To assist in the preparation and maintenance of the Baseline and Monthly Update Schedule, the Contractor may engage, at its own expense, a consultant who is skilled in the application of CPM scheduling techniques for construction projects and the use of Primavera scheduling software. If the Contractor has qualified personnel on staff, the Contractor may perform the required scheduling with its own organization.
- b. Prior to engaging a consultant, or using in-house staff personnel and within five (5) Calendar Days after award of Contract, the Contractor must submit to the Construction Manager:
 - (1) The name and address of the proposed consultant or in-house staff person.
 - (2) Sufficient information to show that the proposed consultant, or the in-house staff person, has the qualifications and experience to meet the progress schedule requirements.
 - (3) A list of prior construction projects, along with Primavera schedule samples from three (3) different projects, which the proposed consultant or in-house staff person has prepared. These three (3) CPM schedules must be for projects similar in complexity and magnitude to this Project.
- c. The Commissioner has the right to approve or disapprove employment of the proposed consultant, or the performance of the schedule requirements of the Contract by the Contractor's in-house staff, and will notify the Contractor as to approval or

disapproval within seven (7) Calendar Days from receipt of the information. In case of disapproval, the Contractor will submit another person and the supporting documents within seven (7) Calendar Days. The Commissioner also reserves the right to disqualify the consultant or Contractors staff personnel at any time throughout the Project if the preparation, presentation, reporting and updating do not, in the Commissioner's opinion, meet the degree of detail described in the Project specification. The Commissioner's disapproval or disqualification of the consultant or in-house staff is final and cannot be disputed under Article XVII of the Contract. Such approval, disapproval or disqualification does not release the Contractor from any of its obligations under this Contract.

3. Critical Path Method.

- a. The Contractor must prepare a detailed Baseline and Monthly Update Schedule for the Work consisting of a CPM diagram or diagrams, as specified below. The format of the network diagram will utilize the "Gantt Chart" method with the relationship lines, showing the proposed starting and completion date for the various stages of the Project including any float time, and will be prepared so that it can be used to plot actual progress against proposed progress. The Baseline Schedule must have the same durations for phases, milestones, and Contract Completion Date as stated in Part One of the Contract Documents. The Baseline Schedule must be updated and submitted no less than monthly or more frequently as directed by the Commissioner or the monthly payment will be withheld pursuant to General Conditions Section IX.F.3 of the Contract.
- b. Specification applicable to Baseline Schedule and network diagram:
 - (1) Each separate sheet will include the Project name, Contract number, Contractor's name, data date and plot date. If multiple diagrams are prepared, each must, in addition to the above, include a descriptive title of that portion of the Work included therein. The Contractor will be given a "Schedule Template" which will identify the general layout and all required elements.
 - (2) The Baseline Schedule must show the order and interdependency of activities, indicating the sequence in which the Work is to be performed as planned by the Contractor and must describe and indicate the critical path.
 - (3) The Baseline Schedule must be submitted to the Commissioner in triplicate printed in color on 11"x17" paper. Additionally, a CD containing the following files must be submitted: Narrative, Baseline Schedule ("xer" format), Schedule Analyzer Report and a full schedule ("pdf" format).
 - (4) Activities shown on the Baseline Schedule will include, as a minimum, field construction operations, submittal to and approval of submittals by the Commissioner, procurement of material and equipment furnished by the Contractor or City, interface milestones performed by others upon which the Contractor's Baseline Schedule may depend, and equipment installation and testing. The duration for approval submittals shall be fourteen (14) calendar days for shop drawings, product data and samples and thirty (30) calendar days for requested substitutions. Exceptions to the review duration will be evaluated by the Construction Manager on a case by case basis. If a submittal is rejected or returned for correction, two new activities will be inserted into the schedule for Resubmission and another for Review of the Resubmission.
 - (5) The Contractor shall obtain a unique identifier from the CM prior to coding the schedule and use Primavera's "Project Activity Codes" for all codes defined in Section VIII.E.3.d.

- (6) The critical activities defined as activities with less than one (1) day of float will not exceed twenty (20) percent of the number of activities within each phase of work. The critical and near critical activities with less than ten (10) days of float will not exceed forty (40) percent of the number of activities within each phase of work.
- c. The following items define the term "activities" as it pertains to the Project CPM Schedule:
- (1) Each activity will be a unit of work, with an amount of time indicated for its performance.
 - (2) Each activity will be a logically separate part of the work, defined by an observable start and an observable finish. All activity relationships and the types of constraints must be accepted by the Construction Manager. Use of the following constraints is not permitted: Finish On, Start On, Mandatory Finish, Mandatory Start.
 - (3) To establish the scope of an activity for CPM purposes, the Contractor will form a single activity from the largest grouping of related operations, which permit a continuous and measurable flow of work.
 - (4) The scope of an activity will be concise enough to permit a reasonable appraisal of its status or as directed by the Construction Manager. Activities should be broken down in the level of detail as directed by the Construction Manager.
 - (5) Activities of other stakeholders or companies related to the project will be included in the Contractor's schedule as milestones and identified with a designation accepted by the Construction Manager.
- d. The following information must be furnished for each activity in the Baseline Schedule:
- (1) Activity ID.
 - (2) Description of the activity.
 - (3) Duration of the activity.
 - (4) Activity Resource References: each activity will include, but not be limited to: a) units of measure (e.g., SF, SY, TNS, LF, CY, LBS., EA.), budgeted quantity, and budgeted cost per unit or as detailed in the Schedule of Prices found in Part One, Section 3 of the Contract Documents. For the Baseline Schedule each line item from the Schedule of Prices must be included as its own resource in the resource dictionary and the sum of the resource loaded activities and general condition activities (e.g., mobilization, project management, bonds and insurance) must equal the amount bid. In addition, when directed by the Commissioner, the manpower requirements by subcontractor craft, man-hours, and equipment and items listed on the approved Schedule of Values must be provided.
 - (5) Each activity that is not performed by the Contractor will be assigned a responsibility code (using activity code "RESP") indicating which Subcontractor, supplier, fabricator, etc., is to perform the activity. Submittal review activities should be coded as "A/E" and Utility projects should be coded to the responsible utility.
 - (6) When applicable, each activity must be coded according to the phase (using activity code "PHAS") in which the activity is to be performed. Phase coding must be in accordance with the contract phasing specified in Part I of the

Contract Documents. Activities relating to the overall project or otherwise not specific to any particular phase must be coded "General".

- (7) When applicable, each activity must be coded according to the type of work (using activity code "TYPE") being performed. Type coding includes, but is not limited to, submittal and approval of submittals, procurement, fabrication construction / installation, and testing/commissioning. Activities relating to the overall Project, or otherwise not specific to any particular work type, must be coded "General".
 - (8) When applicable, each activity must be coded according to the location of the work (using activity code "LOCN") in which the activity is to be performed. Location coding includes, but is not limited to, terminal, concourses, gates, airside, landside, etc. Activities relating to the overall project, or otherwise not specific to any particular location, must be coded "General".
 - (9) When applicable, each activity must be coded according to the milestone (using activity code "MILE") in which the activity is to be performed. Milestone coding must be in accordance with the contract phasing specified in Part I of the Contract documents. Activities relating to the overall project, or otherwise not specific to any particular milestone, must be coded "General".
 - (10) When applicable, each activity must be coded according to the associated specification section (using activity code "SPEC"). Specification coding must accurately follow the Contract Documents and/or be in accordance with CSI standards, as required by the Commissioner.
 - (11) Additional activity code as may be required by the Commissioner.
 - (12) Each activity will be identified with early/late start, early/late finish, and total float.
 - (13) When applicable, each activity must be coded according to the associated Field Order number (using activity code "FO"). In addition, the Field Order must be identified within each activity description.
- e. In addition to the above, any phase, milestone, or activity with a start date/finish date or duration specified in Part One will be shown in the Project CPM Schedule. Phase, milestone, and Project Substantial Completion dates must have late finish constraints based upon the durations specified in Part One.

4. Completion Requirements.

- a. The Contractor must submit the required Baseline Schedule in two (2) stages:
 - 1) Stage 1 – must be submitted within fifteen (15) Calendar Days after the "Notice of Award" is issued. This schedule must detail the first ninety (90) days, then summarize the remaining activities through project completion and identify the critical path.
 - 2) Stage 2 – must be submitted within forty-five (45) Calendar Days after the "Notice of Award" is issued. This schedule must detail all activities through project completion with cost and resource loading.
- b. Failure by the Contractor to provide the Baseline Schedule, both Stage 1 and Stage 2, within the required time period is grounds for the Commissioner to withhold monthly progress payments.
- c. The Contractor will not be allowed to begin field work until the Stage 1 Baseline Schedule is approved by the Commissioner.

- d. Contractor's failure to have the Baseline Schedule approved because the schedule did not comply with the requirements of Section VIII.E. is not a basis for a Request for Time Extension.
5. Submittal, Acceptance, and Contractor's Responsibility for the Baseline Schedule.
- a. The Contractor shall submit a written narrative and a Schedule Analyzer Enterprise report in triplicate and text file with the submission of the Baseline Schedule. The narrative shall present the construction approaches and explain the schedule logic, and discuss the project's critical path.
 - b. Prior to submitting the Baseline Schedule to the Construction Manager, the Contractor must review and verify the procurement lead time for the fabrication and delivery of all construction materials and Project equipment along with the erection and/or installation durations for all the construction activities that make up the critical path of the Project.
 - c. The Contractor must coordinate its letting of subcontracts, material purchases, shop drawing submissions, delivery of material and sequence of operations to conform to the Baseline Schedule and will furnish proof of same as may be required by written notification from the Construction Manager.
 - d. Upon receipt of the Baseline Schedule and supporting documents, the Construction Manager will review the schedule for conformance with the Contract Documents and degree of detail and within fourteen (14) calendar days, will either approve the schedule or reject it with written comments. If the Baseline Schedule is approved, it will become the "Baseline Schedule" for the project. If the Baseline Schedule is rejected, the Contractor must submit a Revised Baseline Schedule to the Construction Manager within seven (7) Calendar Days after the first rejection. All subsequent rejections require a revised Baseline Schedule to be submitted within three (3) Calendar Days after the rejection.
 - e. In the event the Contractor fails to provide the required Baseline Schedule and supporting documents as outlined in this section within the time prescribed and/or updates within the stated time frames, the Contractor will be in default of the Contract requirements, and the Commissioner may, in addition to any other remedies available to the City, withhold monthly progress payments until such time as the Contractor submits the required information.
6. Monthly Update Schedule.
- a. The Contractor shall prepare the first Monthly Update Schedule by updating the accepted Baseline Schedule. The subsequent Monthly Update Schedules shall use the previous accepted Monthly Update Schedule as a basis for the current Monthly Update Schedule. All Monthly Update Schedules shall be targeted against the accepted Baseline Schedule for the purpose of comparison. The Contractor will be given a "Schedule Template" which will identify the general layout and all required elements.
 - b. When preparing the first Monthly Update Schedule, the Contractor must not make any changes, additions, or deletions to the accepted Baseline Schedule dates, durations, relationships, constraints, resources, codes, or costs, unless the changes have been requested in writing and accepted by the Commissioner. When preparing subsequent Monthly Update Schedules, using the previous Monthly Update as a basis, the Contractor must not make any changes, additions, or deletions to the accepted Baseline Schedule dates, durations, relationships, constraints, resources, codes, or costs, unless the changes have been requested in writing and accepted by the

Commissioner. The Monthly Update Schedule will be compared against the accepted Baseline Schedule.

- c. The Contractor must update the Monthly Update Schedule on a monthly basis coincident with the submission of the monthly pay estimate or more frequently if requested by the Commissioner at no additional cost. If payments are being made twice a month pursuant to Section IX.C.1, the Commissioner will determine whether the updated schedule information must be submitted with each pay estimate. The updated information will include the original schedule detail and the following additional information:
 - (1) Actual start dates
 - (2) Actual finish dates
 - (3) Activity percent completion
 - (4) Remaining duration of activities in progress
 - (5) Critical activities will be identified or highlighted
- d. The Monthly Schedule must be submitted to the Commissioner in triplicate printed in color on 11" x 17" paper in a format provided by the Construction Manager. Additionally, a CD containing the following files must be submitted: Narrative, Monthly Update Schedule ("xer" format), Baseline Schedule ("xer" format), Schedule Analyzer Report and a full schedule ("pdf" format). The Monthly Update Schedule must be submitted no later than three (3) work days after the data date. The data date will match the monthly NTP anniversary date or on a date as directed by the Construction Manager.
- e. Upon receipt of the Monthly Update Schedule, the Construction Manager will review the schedule for conformance with the Contract Documents and degree of detail. The Commissioner, within fourteen (14) Calendar Days after Construction Managers receipt of the updated Monthly Update Schedule and supporting documents, will approve the updated Monthly Update Schedule or reject it with written comments. If the updated Monthly Update Schedule is rejected, the Contractor must submit a revised updated Monthly Update Schedule within three (3) calendar days after the first rejection. All subsequent rejections require a revised Monthly Update Schedule to be submitted within three (3) calendar days after rejection.
- f. Progress payments will be withheld, by the Commissioner, if updates are not submitted by the Contractor as required.
- g. As part of the normal Monthly Schedule update, the Contractor must prepare a written narrative report, highlighting the progress during the past update period. The written narrative report will include but not be limited to the following information:
 - (1) Summary of Work accomplished during the past update period
 - (2) Comparison chart of the approved Baseline Schedule contract completion dates and the current update contract completion dates
 - (3) Analysis of critical path(s)
 - (4) Analysis of time lost/gained during the update period
 - (5) Identification of problem areas
 - (6) Recommended solutions to current problems
 - (7) Explanation of current changes to the schedule.
- h. The Contractor shall submit a narrative and a computerized schedule analysis report in triplicate with the submission of the Project CPM Schedule. The narrative shall compare previous months update with the current months update. The computerized schedule analysis report must be generated by using software acceptable by the Construction Manager and submitted as a hard copy and text file.

- i. The Contractor is required to attend a Monthly Update Schedule meeting with the Construction Manager. The purpose of this meeting is to review progress, current status, problem areas, planned work and the accuracy of the Monthly Update Schedule. The Contractor's narrative report will be reviewed at this meeting. The Contractor's representatives attending this meeting must include the accepted scheduler and key personnel that have the authority to commit manpower and/or other resources to correct any negative impact to the schedule. The Contractor shall provide any necessary computer and/or audio/visual equipment (such as a projector) to conduct this meeting.
 - j. The Monthly Update 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 as-built status. All remaining activities must accurately and logically reflect how the contractor plans on achieving the contractual dates set forth in Part One or as defined by accepted field orders. Any out of sequence logic must be corrected and re-planned. Any current changes from the current accepted Monthly Update Schedule must be requested and explained in the update Narrative.
 - k. None of the information provided in this Section VIII.E.6 constitutes a Request for a Time Extension under the General Conditions Section VIII.B.6.
7. Contractor Proposed Changes to the Monthly Update Schedule.
- a. If the Contractor proposes to make any changes in the approved Monthly Update Schedule, the changes must be addressed within the Narrative, stating the reasons for the change, identifying each changed activity (including durations and interrelationships between activities) and providing a compact disk of the proposed changed schedule.
 - b. The Commissioner has the authority, in his or her sole discretion, to approve or disapprove the proposed change in the Monthly Update Schedule and will do so in writing as part of the Monthly Update Schedule review. The Commissioner's decision is final and may not be disputed by the Contractor under Article XVII of the Contract.
 - c. Proposed changes that require changing the Primavera finish constraints originally established by the contract documents can only be accepted by approved Contract Modification.
8. Recovery.
- a. The Contractor must maintain an adequate work force and the necessary materials, supplies and equipment to meet the most recently accepted Baseline Schedule. In the event that the Contractor, in the judgment of the Commissioner, is failing to meet the Baseline Schedule, including any Contract milestones, the Commissioner will direct the Contractor in writing that a Recovery Schedule must be submitted to the Construction Manager. The Contractor must submit the Recovery Schedule within ten (10) Calendar Days of receipt of the Construction Manager's written direction.

The Commissioner's decision to order a Recovery Schedule is final and may not be disputed. The Commissioner's rights under this provision are cumulative to rights under any other provisions of the Contract.
 - b. The Recovery Schedule must set forth a plan to eliminate the accepted Monthly Update Schedule slippage (negative float). The plan must be specific to show the methods to achieve the recovery of time, i.e. increasing manpower, working overtime, weekend work, employing multiple shifts. All costs associated with implementing the Recovery Schedule will be borne by the Contractor.

- c. Upon receipt of the Recovery Schedule, the Construction Manager will review the Recovery Schedule for conformance with the Contract Documents and degree of detail and make a recommendation to the Commissioner. The Commissioner within fourteen (14) calendar days after receipt of the Recovery Schedule and supporting documents by the Construction Manager will either approve the Recovery Schedule or reject it with written comments. If the proposed Recovery Schedule is rejected, the Contractor must submit a revised Recovery Schedule within seven (7) Calendar Days after the date of rejection. All subsequent rejections required a revised Recovery Update Schedule to be submitted within three (3) Calendar Days after the rejection. The Commissioner's decision to reject the Recovery Schedule or a revised Recovery Schedule is final and may not be disputed by the Contractor under Article XVII. Progress payments may be withheld by the Commissioner if the Recovery Schedule is not submitted by the Contractor as required.
 - d. Upon approval of the Recovery Schedule, it will become the Revised Baseline Schedule. All future Monthly Update Schedules will be plotted against the Revised Baseline Schedule.
 - e. The Contractor must implement the Recovery Schedule immediately upon approval of the Recovery Schedule by the Commissioner. In the event the Contractor refuses to follow the direction of the Commissioner, the Commissioner reserves the right after seven (7) days written notice to the Contractor, to procure the materials, equipment and labor to proceed with or to complete the Work or any portion of it in accordance with the Recovery Schedule and charge the cost to the Contractor. 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 convenience.
9. Revised Baseline or Monthly Update Schedules.
- a. The Commissioner, through the Construction Manager, may direct the Contractor to revise the Baseline or the Monthly Update Schedule. The reasons for the direction may include but are not limited to: changes in the Work, re-phasing, the addition or deletion of scope, and acceleration.
 - b. The Construction Manager will direct the Contractor in writing to provide a revised Baseline or the Monthly Update Schedule. Resources and data related to those resources such as unit cost, cost, quantity, unit of measure, and resource ID must match the latest Pay Estimate. Resources and resource related data such as equipment hours, crew size, manhours, etc. will be evaluated and replanned by the Contractor to ensure the accuracy of the revised baseline schedule.
 - c. The Contractor must provide the Revised Schedule within ten (10) days of receipt of the Construction Manager's written direction.
 - d. The Commissioner has the authority, in his or her sole discretion, to approve or reject the Revised Schedule and will do so in writing within ten (10) days after receipt of the Contractor's submission; provided, however, that any change in the Baseline or Monthly Update Schedule that changes the Contract Completion Date or any date established in Part One for completion of a phase or milestone will require a Contract Modification. If the revised Baseline Schedule is rejected, the Contractor must submit the schedule to the Construction Manager within seven (7) calendar days after the first rejection. All subsequent rejections require the schedule to be submitted within three (3) calendar days after the rejection. If the Commissioner approves the Revised Schedule, then that Revised Schedule will be designated the new "Baseline Schedule". All monthly updates will be plotted against the new "Baseline Schedule" In Primavera. The Commissioner's decision to reject the Revised Schedule is final and may not be disputed by the Contractor under Article XVII.

F. Acceptance of the Work and Right to Occupy Before Substantial Completion.

1. The City may occupy and use the Project or portions thereof in advance of Substantial Completion of the Project. In the event that the City desires to exercise partial occupancy and use prior to Substantial Completion, the Commissioner will provide written notice to the Contractor, and the Contractor must cooperate with the Commissioner in making available for the City's use such services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the Work required to furnish such services is not entirely completed at the time the City desires to occupy and use the space or spaces, the Contractor will make every reasonable effort to complete that Work.
2. When the Commissioner determines that the City will use all or part of the Project before Substantial Completion, the Commissioner will determine:
 - a. The responsibility between the City and Contractor for maintenance, repair, furnishing of utilities and the protection of the public (if required) for that part of the Project to be occupied.
 - b. The list of items remaining to be performed before the Project or portion thereof to be occupied will be substantially complete.
 - c. Whether any types of insurance will be needed by the Contractor.
 - d. The effect of the City's use before Substantial Completion on required guarantees and warranties.

G. Suspension of Work.

1. 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 which, in the Commissioner's opinion, warrant such actions or for such time as is necessary to carry out orders given; or to perform any or all provisions of the Contract. If the Commissioner suspends the work for more than seven (7) Calendar Days, the Contractor will be entitled to compensation for the following costs of the suspension unless the suspension and/or costs were caused by any act or omission of the Contractor: demobilization and remobilization, field supervision (based upon the approved staffing plan), and idle equipment costs as provided in Article X.
2. If it becomes necessary to stop Work for an indefinite period of time, the Contractor must store all materials in such manner that they will not become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed and erect temporary structures where necessary. The Contractor must not suspend work without written consent from the Commissioner.

H. Winter Suspension.

1. When the Contract Documents provides for a winter suspension, the Contractor must incorporate the winter suspension period into the Monthly Update Schedule. The winter suspension will begin and end on the dates specified in Part One of the Contract, if any.
2. The Contractor must prepare for the winter suspension period by removing or relocating any equipment, materials, stockpiles, or items, which may interfere with or impair Airport Operations. The Contractor must participate in a site inspection with the Commissioner on or before the winter suspension commencement date. Any grading, backfilling, barricades, or other items or work directed by the Construction Manager, will be completed without interfering or impairing Airport Operation, and must be finished before the commencement date of the winter suspension period. All costs associated with preparation of the project for the winter suspension period are incidental to the Project and must be included in the Contractor's Base Bid.

- I. Work During the Winter Suspension Period.
 1. If the Contractor requests permission to work during the specified winter suspension period and the request is approved, then the following rules will apply:
 - a. The Contractor will identify the proposed work within the most currently accepted Monthly Update Schedule by placing the work on a calendar that identified the proposed winter work days. The Monthly Update Schedule containing the proposed winter work must be submitted at least one (1) month prior to the commencement date of the winter suspension. If the proposed winter work is accepted, the Contractor will continue to update the Monthly Update Schedule as stated in paragraph E.6.c.
 - b. It is understood that no extension of time, regardless of the cause, or damages of whatever character, will be allowed for any work that may be delayed, hampered, disrupted, re-sequenced, changed, or stopped by the Commissioner or adverse weather during the winter suspension period.
 - c. All work will be coordinated with Airport Operations through the Construction Manager. Airport Operations cannot be interfered with or impaired in any way by the work being completed by the Contractor during the winter suspension. The Contractor will immediately remove and/or relocate any equipment, material, items, barricades, or stop work, if directed by the Commissioner.
 - d. Payment for work completed, inspected, and accepted during the winter suspension period will be in accordance with the procedures established in Article IX Payments.
 - e. It is understood that any increase in costs associated with the work done during the winter suspension period are the Contractor's responsibility and the Contractor is not entitled to any additional compensation. Such costs include but are not limited to, loss of productivity, winter heat, winter protection, snow removal, frost protection, disruptions to the work, work stoppages, temporary power, de-watering, winterized material (including but not limited to concrete, water, aggregate and bituminous mixtures.)
 - f. Substantial Completion dates for: Contract milestones, phase(s) (or sub-Phase(s) or the Project as a whole in the current approved Monthly Update Schedule will not be altered, changed, or adjusted in any way based upon the Work accomplished during the winter suspension period.
 - g. Any float for individual activities in the Baseline or Monthly Update Schedule that the Contractor gains, by doing Work during the winter suspension, must be used by the Contractor before it seeks a time extension.
 - h. All provisions of the Contract Documents apply to the Work being completed during the winter suspension.

END OF VIII

IX. PAYMENTS

A. General.

The Contract Price is the amount of the bid accepted by the City ("Contract Price"). The Contract Price includes all costs of any kind to complete the Project, including but not limited to, labor, equipment, materials, permits, licenses and taxes necessary to perform the Work in accordance with the Contract's written terms and conditions. To the extent that the Contract was bid by line items with unit prices and estimated quantities, the City will pay Contractor unit prices for actual quantities used. Lump sum bids and lump sum line items will be paid in accordance with Section IX.B. In all cases, any work contained in the Contract Documents for which no pay item is identified will be incidental to the Contract.

The City may opt to include allowances for certain work in the contract. Any allowances will be defined in the Contract Documents. Unless otherwise noted the value of the allowance shall be included in the Contractor's bid to arrive at the contract price. Allowances will be paid for in accordance with the terms outlined in the allowance description and Article X. Changes in the Work.

B. Contract Price Breakdown (Lump Sum Contracts and Lump Sum Line Item(s) of Unit Price Contracts).

1. To verify the progress of the Work and to facilitate processing monthly Pay Estimates to the Contractor on lump sum Contracts or lump sum line items, the Contractor must submit to the Construction Manager for review, within fifteen (15) calendar days after Contract Award Date, a complete detailed and itemized breakdown of the various parts of the Project that are to be paid for on a lump sum basis including combined values and quantities of material, labor and other separate costs of all items ("Breakdown"). The total of these costs must equal the total lump sum of the Contract or lump sum line item(s) as applicable. Each Breakdown must correspond to cost-loaded Baseline Schedule activities. Each Breakdown must be divided in such a manner that payments for the various parts of the Work may be reviewed by the Commissioner and verified against the Contractor's completed Work.
2. Each Breakdown will be in such form and in such detail and supported as to correctness by such data as the Commissioner may require. The Breakdown(s) will be used as a basis for Contractor's certificate for Payment Estimates.
3. If the Contractor does not furnish a Breakdown as required by the City, the Commissioner may at his/her discretion, withhold payment until an acceptable Breakdown has been provided and approved.

C. Procedure for Monthly Payment Estimate and Final Payment.

1. Provided that the Contractor proceeds to perform and complete the Work properly under the Contract, progress payments based on Pay Estimates, prepared by the Construction Manager, will be processed on a monthly basis. The payment period ends on the monthly anniversary date of the Notice to Proceed. Payments may be processed twice a month if the following conditions apply:
 - a. Any project valued at \$20,000,000 or less when the amount earned is greater than one million dollars (\$1,000,000).
 - b. Any project valued at \$20,000,000 or greater when the amount earned is greater than five million dollars (\$5,000,000).
2. Contractor must provide an original and two (2) copies of the following submittals to the Construction Manager as a condition precedent to the Commissioner submitting a Pay Estimate to the Comptroller for processing:

- a. **Certified Statement:** The Contractor must submit a certified statement (signed by the Contractor and notarized) with each Payment Estimate. The statement, in the form designated by the Commissioner, must list the amount earned by each Subcontractor, supplier and the Contractor during the Pay Estimate period and include the following:
- (1) the name and business address of the particular Subcontractor or supplier;
 - (2) description of the Work performed and/or product supplied;
 - (3) indication that 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;
 - (6) the amount of the Pay Estimate Contractor will pay to each individual Subcontractor and/or supplier from payments Contractor receives on the request;
 - (7) the balance remaining under the subcontract to complete the Work.
- b. **Partial Waivers of Lien to Date and Contractor's Affidavit Form:** The Contractor must submit the Partial Waivers of Lien to Date and Contractor's Affidavit, in the form designated by the Commissioner, from all Subcontractors and suppliers indicating the total payment requested by each and for which payment has been previously received by them from funds paid to the Contractor by the City pursuant to prior Pay Estimates. The Contractor's Affidavit must be clearly identified with Pay Estimate number and period covered. The affidavit portion of the form must include the total amount invoiced by the Subcontractor and supplier to date. In the event that, after submitting a current Payment Estimate but before payment therefore by the City is received, the Contractor receives payment for a prior Pay Estimate, the Contractor shall secure appropriate waivers of lien from all Subcontractors and Suppliers whose total payment to date is affected thereby. Such waivers shall be updated to reflect receipt of said additional payment and Contractor shall tender such waivers to the City on or before the date payment of the current Pay Estimate is made.
- c. **MBE/WBE Utilization Report:** A status report of MBE/WBE subcontractor payments, as required by Part One of the Contract, must be submitted with each monthly Payment Estimate in the form required by the City. The submittal of the MBE/WBE Utilization report is in addition to the electronic reporting of MBE/WBE payments in the C2 system required by the Office of Compliance (OCX).
- d. **Certified Payrolls:** Certified payrolls for the payment period must be submitted by the Contractor and all the Subcontractors working on the job site to the Construction Manager every week. Additionally, any Apprentice payroll certifications must be submitted with the Certified Payroll. All the payrolls must be identified with Contractor's or Subcontractor's NAME, PROJECT DESCRIPTION AND PROJECT NUMBER, and be sequentially numbered. The payroll must be submitted by the Contractor and Subcontractors until all Work by that Contractor or Subcontractor is completed. If there are periods of no Work by a Contractor or Subcontractor, a payroll labeled "NO WORK" must be submitted. The final payroll must be clearly labeled "FINAL". Certified payrolls are required to ensure, among other things, EEO compliance, Chicago Residency compliance, Section 2-92-330 of the Chicago Municipal Code and compliance with the prevailing wage rate requirements of this Contract, Race, Work classification, and gender should 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. Contractor may be required to submit data electronically or online in accordance with the City's LCP Tracker System.

- e. The Contractor must submit to the Construction Manager, with each Pay Estimate, Payroll Canvass Reports (PCR's) on Exhibits B and C included in Part One of the Contract Documents. The Contractor must submit the PCR's to indicate its compliance with both the Contract's "Award Criteria Determination" commitments made for each trade in Part One and Chicago Residency Ordinance requirements set forth in Section XIX.S. of the General Conditions. A "Pay Period Canvass Report" must be prepared individually, by the Contractor and by each of its Subcontractors, on Exhibit B to indicate, on a weekly basis, hours of each trade utilized during each pay period by the Contractor and its Subcontractors on the project. A combined "Payroll Canvass Summary Report" will be prepared by the Contractor on Exhibit C to indicate accumulated hours of each trade utilized, to date, on the Project by the Contractor and all of its Subcontractors. The Contractor is responsible for the accuracy of information and all arithmetical calculations made in the Payroll Canvass Reports.
- f. Schedule Requirement: The Contractor will satisfy all requirements and submissions as described in Section VIII. E. "Baseline and Monthly Update Schedules."
- g. Subcontractor Payment Certification: The Contractor must submit a Subcontractor Payment Certification in a form approved by the Chief Procurement Officer. The Certification must list the estimated amount to be paid to each Subcontractor, supplier and the Contractor for the Payment Estimate period. The information provided in the certificate may be posted by the Chief Procurement Officer on the City's website. Vendor numbers must be shown for all companies listed.
- h. The Commissioner may, from time to time, require additional documentation to facilitate payment. Contractor will comply with any reasonable request for additional documentation.

D. Payment for Stored Material.

- 1. Payment of stored material on the project site will be one hundred percent (100%) of a valid invoice less applicable retainage (as described in Section IX.E) when the Contractor has complied with the following requirements and has:
 - a. Provided a paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs.
 - b. Provided a waiver of lien from the supplier for the total amount of the material purchased.
 - c. Provided inspection tickets for all the material stored.
 - d. Material invoices should reference, if applicable, the Contract line item for each item of material.
- 2. Payment for material stored off-site, if authorized in Part Three of the Contract, or when approved in writing by the Commissioner and Chief Procurement Officer, will be one hundred percent (100%) of a valid invoice less applicable Retainage (as described in Section IX.E) when the Contractor has provided documents and complied with the requirements listed below.
 - a. Provided a paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs.
 - b. Provided a waiver of lien from the supplier for the total amount of the material purchased.
 - c. Provided inspection tickets for all the material stored.
 - d. Provided a Contractor-certified statement giving the exact location of the materials or equipment, and stating that:

(1) such materials are segregated, identified as City property, suitably stored and maintained at a bonded, secure and environmentally appropriate location agreed upon and subject to such conditions required or established by the Commissioner.

(2) the Contractor has complied with procedures satisfactory to the Commissioner to establish the City's title to such materials or otherwise protect the City's interest therein, including but not limited to, insurance, storage and transportation to the Project Site for such materials stored off-site, as the Commissioner may reasonably require.

(3) the materials, equipment and associated fabricated components will not be diverted away from the Project.

- e. The risk of loss will remain with the Contractor. The Contractor must provide the Construction Manager with a certificate of insurance coverage for the stored material upon which payment is requested.
- f. Simultaneously with payment for such material, and in addition to the Contractor's certification required by paragraph 2.d(2) above, the Contractor must prepare and execute any and all documents required to transfer title to the City, including without limitation, any Uniform Commercial Code Documentation necessary to perfect transfer of title. However, nothing in this Article IX is intended or shall be construed to modify and/or accelerate the date on which any warranty of the materials is to commence as may elsewhere be specified by the Contract Documents.
- g. All material and Work covered by payments made will there upon become the sole property of the City.
- h. The Contractor must pay the CDA's reasonable costs for consultants or attorneys relating to administration of the payment for material stored off site, to verify and review required filings and documents, inspect materials, and travel. Travel costs are to be paid based upon the current City Travel Guidelines.

E. Retainage.

- 1. Pursuant to the Chicago Municipal Code provision entitled Retainage in Title 2, Ch. 2-92, Sect. 2-92-250 and 49 CFR 26.29, the Commissioner shall retain ten percent (10%) from the invoice sums approved and due the Contractor ("Retainage") until the amount so retained reaches five percent (5%) of the Contract value including approved Contract Modifications, unless the Commissioner determines a different amount is appropriate as provided below. As each Subcontractor satisfactorily completes its Work as required for payment under Section IX.H, the Contractor Retainage amount will be incrementally reduced, in an amount equal to the retainage paid by the Contractor to the Subcontractor, and released to the Contractor pursuant to Section IX.G.
- 2. The Commissioner may, at the Commissioner's sole discretion, decline to reduce the Retainage held and further has the right to increase the amount of the Retainage withheld if the Commissioner considers the performance or progress of the work to be such that the City will likely incur damages, including but not limited to liquidated damages, in excess of the Retainage. However, any Retainage which may be due to the Contractor in accordance with the Contract Documents will be released by the Commissioner no later than Contract Closeout.
- 3. The Contractor must not withhold retainage from its Subcontractors in excess of the five percent (5%) of each subcontract amount and must release Retainage to its Subcontractors at least as frequently as the earlier of the City's release of Retainage to Contractor under Section IX.G as it is received or the prompt payment to Subcontractors required by Section IX.H

F. Payments Withheld.

1. No payment shall be made to the Contractor until certificates of insurance, bonds, or other evidence of compliance by the Contractor with all the requirements of the Contract for insurance and bonds have been provided to the Commissioner. Further, no payments on the basis of Work performed by a Subcontractor shall be paid until copies of all bonds required and any certificates of insurance required of the Subcontractors by the Contract have been filed with the Commissioner.
2. The Commissioner may decline a Pay Estimate if, in the Commissioner's opinion, the Pay Estimate is not adequately supported. If the Contractor and Commissioner cannot agree on a revised amount, the Commissioner will process the Pay Estimate in the amount the Commissioner deems appropriate.
3. The Commissioner may decline to process any Pay Estimate or may rescind in whole or in part any approval previously made to such extent as may be necessary in the Commissioner's opinion because of any failure of the Contractor to perform any obligation under the Contract, including but not limited to:
 - a. The Contractor's failure or refusal to provide the Commissioner the required Project Baseline Schedule for the Work or Monthly Update Schedule and obtain the Commissioner's approval for either as required by the Contract.
 - b. The Contractor's failure to remedy defective Work.
 - c. The Contractor's failure to make prompt payments properly to Subcontractors, employees, or material suppliers or for labor, materials or equipment, or provide partial lien waivers with pay estimates.
 - d. The Contractor's failure to maintain progress of the Work as required in the current approved Baseline Schedule, or failure to carry out the Work in accordance with the Contract as determined by the City.
 - e. The Contractor's refusal to follow City, state, federal, or Contract safety and security requirements.
 - f. The Contractor's failure to provide a plan to meet the requirements of the Chicago Residency Ordinance.
 - g. The Contractor's failure to remove equipment, materials, concrete batch plants or asphalt batch plants from the Airport as directed by the Commissioner.
4. Pursuant to 2-92-270 of the Municipal Code of the City of Chicago, the Chief Procurement Officer may also notify the Contractor that payments to the Contractor will be suspended if the Chief Procurement Officer has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for Work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the Chief Procurement Officer may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. Further, if such action is otherwise in the City's best interests, pursuant to 2-92-245 of the Municipal Code of the City of Chicago, the Chief Procurement Officer may (but is not obligated to) request the Comptroller to make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

5. The City's rights under Section IX.F are cumulative to any other rights provided under the Contract.

G. Release of Retainage.

1. Retainage shall be released in accordance with the requirements of 49 CFR 26.29 as each Subcontractor's work is satisfactorily completed. "Satisfactory Completion" of Subcontractor's work means all of the tasks called for in the subcontract have been accomplished and documented as required. When Contractor is satisfied that Subcontractor's work has been satisfactorily completed, Contractor shall submit to the city proof that the retainage has been received by Subcontractor, together with any other documentation of satisfactory completion as may be required by the Commissioner. If this subcontractor retainage submittal is acceptable, the City will accept an invoice for the amount of retainage released to the Subcontractor, and will reduce the Retainage sum by that amount.
2. Upon Substantial Completion of the Project, the Contractor must notify the Construction Manager, in writing, that the Project will be ready for inspection and/or testing on a definite date. Notice will be given at least fifteen (15) calendar days in advance of said date. If the Construction Manager concurs that the Project will be ready for inspection, testing, and/or Commissioning on the date given and recommends an inspection to the Commissioner, the Commissioner and other parties will make such inspection as is convenient for all parties, but within a reasonable period of time. The scheduling of the inspection, testing, and/or Commissioning to determine whether the Project is Substantially Complete shall not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor is required to furnish access for the inspection, testing, and/or Commissioning. If the Commissioner finds that the Work is acceptable under the Contract Documents and has been fully and satisfactorily performed on a timely basis, Retainage will be reduced to three percent (3%), of the current Contract Price, provided that the Contractor has provided: (a) MBE/WBE final lien waivers, MBE/WBE conditional final lien waivers, or an affidavit of the MBE or WBE stating the final amount earned; (b) complete certified payrolls; (c) spare stock of materials, spare parts, accessories, special tools, O&M manuals, manufacturer's warranties; and (d) all other items required by the Contract Documents or the Commissioner for achievement of Substantial Completion.
3. Payment of Remaining Retainage at Final Completion of the Project: The remaining three percent (3%) Retainage will be paid, subject to IX.E, when all remaining Work and Punch List Work is complete and the Contractor submits to the Construction Manager a sworn affidavit that states the following:
 - a. All payrolls, bills 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.
 - b. The "Contractor's Sworn Statement and Affidavit" for final release of Retainage has been provided to the Construction Manager.
 - c. All claims made by Subcontractors of any tier, suppliers, and others against the Contractor, the City, any agents of the City, the Commissioner or Construction Manager have been resolved.
 - d. "Final Waiver of Lien and Contractor's Affidavit" forms for all Subcontractors of any tier have been provided to the Construction Manager.
 - e. The Warranties and Guarantees, required by the Contract, have been provided to the Construction Manager.
 - f. All Warranties and Guarantees are in full force and effect.

- g. The surety's written consent, signed by its authorized representative, for final payment to be made directly to the Contractor, has been provided to the Construction Manager.
 - h. The Contractor agrees that acceptance of final payment will constitute a general release to the City, its representatives, officials and employees of all claims of liability for anything done or furnished or relating to the Work of the Contract or for any act or neglect of the City or its agents officials and employees relating to or connected with the Contract.
 - i. As-Built documentation including but not limited to As-Built Contract drawings, As-Built Shop Drawings and Operation and Maintenance Manuals have been provided to the Construction Manager as required by Article XII.E.
 - j. All sustainability-related documentation and, where required, final SAM Construction Checklist has been provided.
 - k. All other documents requested by the Commissioner have been provided.
4. As a prerequisite to receive payment of the remaining three percent (3%) Retainage, the Contractor must also comply with the following.
- a. The Contractor must remove all of the Contractor's trailers, equipment, leftover materials, and trash from the Project site, staging area(s) or anywhere else on the Airport. The Contractor must also restore the Contractor's staging area(s) to its pre-construction condition. If the Contractor does not comply with this requirement, the Commissioner may provide written notice to comply within a period of time determined by the Commissioner. If the Contractor fails to comply with the written notice, the Commissioner may have the work done by others, and deduct the charge from the Contractor's Retainage.
 - b. The Contractor must return all Airport Security Badges that have been issued to all of the Contractor's employees and all of its Subcontractors' employees of any tier. If there are any badges the Contractor does not or is unable to return, the Contractor will provide the name(s) of the individual(s) and a written explanation stating the reason the badge was not returned. The Commissioner will determine whether the Contractor has complied with this requirement and may deduct from the compensation due to Contractor the amount then charged for lost badges pursuant to the Chicago Municipal Code, 10-36-56.

H. Prompt Payment to Subcontractors.

1. 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.
2. Reporting Failures to Promptly Pay. The City posts payments to prime contractors on the web at its "Vendor, Contract, and Payment Search" web page. If the contractor, without reasonable cause, fails to make any payment to its subcontractors and material suppliers within 15 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 15-day period until fully paid.

In the event that a contractor fails to make payment to a subcontractor within the 15-day period required above, the subcontractor may notify the City via an electronic report located at the "City of Chicago Reported Sub-Contractor Payments" web page. 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 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.

3. 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:

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

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

4. Whistleblower Protection. Contractor shall not take any retaliatory action against any subcontractor for reporting non-payment pursuant to this Section H. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section XVIII.D 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.

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 IX.H. 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.

I. Pay Estimates and Payments Subject to Review.

1. The City shall not be precluded or estopped by any measurement, estimate, or certificate made by Contractor or any Subcontractor either before or after the completion and acceptance of the Work and payment for that Work, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such 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, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its sureties such damages as the City may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

END OF IX

X. CHANGES IN THE WORK

A. City's Right to Change Work.

The City reserves the right to direct, by written Field Order, changes in the Work or Contract time, or the Baseline Schedule without prior notice to the Contractor's surety and the Contractor is obligated to perform in accordance with the Field Order. These changes may consist of additions, deletions, or other revisions to the Work and/or changes in the Contract Completion Date, at the discretion of the City, with the Contract Price and/or the Contract Completion Date and/or the Baseline Schedule being adjusted as appropriate. The Contractor must begin the changed work upon receipt of a Field Order. A Field Order is a written order to the Contractor, signed by the Construction Manager with the prior approval of the Commissioner and Chief Procurement Officer. The Contractor must begin the changed work upon receipt of the signed Field Order. Pursuant to Section 2-92-730(d) of the Municipal Code of Chicago, for each Field Order which, by itself or aggregated with previous Field Orders, increases the Contract value by ten percent (10%) of the initial Contract value or Fifty Thousand Dollars (\$50,000), whichever is less, the Contractor will make good faith efforts to increase the participation of MBE/WBE Subcontractors already participating in the Contract.

B. Contractor's Request.

The Contractor must submit to the Construction Manager written copies of any request for adjustment to the Contract Price, Contract time and/or Baseline Schedule for such changed Work promptly as required by Article X.

C. Payment For Changes.

The adjustment in Contract Price, if any, for changes (either additions, deletions or revisions) in the Work or Contract time or changes to the Baseline Schedule, shall be made in accordance with sections 1 through 3 below. Where changes in the Work involve both additions and deletions, any percentage mark-ups applicable to labor and materials as set forth below shall be applied to the net difference. An adjustment in Contract Price and/or Contract time requires a Contract Modification pursuant to Section X.D. Payment for a Contract Modification will be made after the Contract Modification is executed by the City. The Commissioner may require additional documentation to facilitate approval for changes in the work. Contractor will comply with any request for additional documentation.

1. Unit Price Basis: To the extent that such changes in the Work result in an increase or decrease in the quantities of unit priced Work to be performed, the adjustment in Contract Price will be as follows:
 - a. All increases or decreases in such Work of the type that appears in the Contract as unit price items shall, except as provided in paragraph (b.) below, be paid for or deducted at the Contract unit prices as bid by the Contractor.
 - b. For line items that represent (10%) or more of the original Contract Price, and actual quantities of these line items represent a twenty-five percent (25%) or more variance from the bid quantities, but are not deleted in their entirety, the Contract Price adjustment will be based on a negotiated unit price based on costs which are demonstrated by the Contractor and agreed to by the Commissioner, subject to approval of the Chief Procurement Officer, in a method consistent with paragraph C.2 " Proposal Basis".

The negotiated unit price can be higher, lower, or equal to the unit price as bid by Contractor.

If the Commissioner and Contractor are unable to agree on a negotiated unit price, the Commissioner shall determine a reasonable unit price to be incorporated by a Contract Modification, which shall be prepared by the Commissioner and signed by the Contractor for submission to the City for execution. However, the Contractor may dispute the amount of the unit price determined by the Commissioner as a Change Claim pursuant to Section X.G.

- c. For line items that represent ten percent (10%) or more of the Contract Price, and are deleted in their entirety, the Contractor will only be compensated for any materials or equipment that were ordered in accordance with the approved Baseline Schedule and approved submittal prior to Contractor's receipt of the notice of deletion of the line item, providing that the materials and equipment order could not be cancelled, nor returned to the supplier less restocking fees and also provided that the materials and equipment are delivered to the City, found acceptable, and are adequately protected for storage. Contractor shall not be entitled to any lost profits on Work that was deleted, or any other costs or compensation.
 - d. The Contractor must provide a breakdown by Contract line item listing the total percentage of each line item attributable to a M/WBE firm.
2. Proposal Basis: To the extent that there are no unit prices for the changed Work, either as bid or as identified in an approved Breakdown of a lump sum, the Contract Price adjustment for the changed Work may be based upon a price agreed to by the City and Contractor.

If the changed Work is to be completed on a proposal basis, a proposal for the changed Work must be provided by the Contractor to the Construction Manager and accepted by the Commissioner prior to the date on which the changed Work is fifty percent (50%) complete. Until such time a proposal is agreed to by the City, the Contractor will submit a Time and Material Work Report as required in Paragraph X.C.3 below. In addition, if the Commissioner has not accepted the proposal for the changed Work prior to the commencement of the changed Work, time and material work reports must be maintained by the Contractor, as required by Section X.C.3.n., until a proposal is agreed to by the Contractor and City through the signing of a Contract Modification. If there is no agreement between the Contractor and City as to the Contract Price adjustment and/or Contract time adjustment for the changed Work on a proposal basis prior to the completion of fifty percent (50%) of the changed Work, the changed Work will be paid for on a time and material basis as provided for under Section X.C.3.

Proposal Pricing: The proposal submitted shall be a starting point for negotiation between the City and Contractor. Any proposal submitted in writing by the Contractor for consideration for changed Work to be done must be broken down into segments of cost as follows:

- a. Labor: Number of proposed labor hours multiplied by the base wage plus an amount not to exceed thirty percent (30%) to cover jobsite general conditions, overhead, and profit. All indirect costs must be part of the overhead, including but not limited to supervision, engineering, safety, surveying, quality control, and other technical personnel. Fringe benefits, as allowed by the applicable labor union, multiplied by the proposed number of labor hours, plus an amount up to ten percent (10%) of the total fringe benefit may be allowed.
- b. Insurance and Payroll Taxes: Cost for property damage, liability, and workman's compensation insurance premiums, unemployment insurance contributions and social security taxes on the extra Work, to which an amount not to exceed ten percent (10%) of the cost of these items will be added. The Contractor must furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.

- c. Material: Cost of materials plus an amount not to exceed fifteen percent (15%) of the cost of material to cover profit and handling charges of contractor performing the Work. Material cost must be supported by quotations from the suppliers and must be net of any discounts or rebates offered by the suppliers.
 - d. Equipment: For equipment owned by the Contractor, costs will be determined by the number of proposed equipment hours multiplied by the rate as allowed by the latest revision of "Equipment Watch Rental Rate Blue Book" as issued by Equipment Watch. Equipment rates as allowed by the latest revision of Equipment Watch Rental Rate Blue Book shall be the total Federal Highway Administration (FHWA) hourly rate. Idle equipment shall consist of the percentage sum of the following elements: depreciation, cost of facilities capital (CFC) and indirect cost multiplied by the hourly rate. For equipment rented by Contractor, rates will be determined by the Equipment Distributors' Compilation Of Rental Rates (AED Green Book) for the period that said machinery and equipment are to be used on such Work, to which no percent will be added. Where machinery and equipment are not listed in these schedules, then the rates will be determined by the Commissioner after reviewing all available records of the Contractor or other information concerning the expense of operating that type of equipment.
 - e. Cost for Increase in Performance Bond: The Contractor must furnish the Construction Manager written documentation from the bonding company of the rate or rates applicable for additional bonding for this Contract. These rate/rates will be applied to all the changes increasing or decreasing the Contract Price to which no mark-up will be added. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the bonding company, a percentage of the total change will be added or subtracted, as determined by the Commissioner and Chief Procurement Officer, to cover the increase or decrease of the cost of the bond. No bond costs will be applied to proposal pricing for Contract allowances. Bond costs are acceptable if an increase is required to a Contract allowance.
 - f. When Work is to be performed by a single Subcontractor or multiple subcontractors, the proposal may include as administrative costs an amount not to exceed ten percent (10%) of the first ten thousand dollars (\$10,000.00) and five percent (5%) of any amount over ten thousand (\$10,000.00) of the total approved costs of such Work. The Subcontractor, however, is not allowed any additional markup if it subcontracts its Work to a third party. The use of a Subcontractor will require the approval of the Chief Procurement Officer. All subcontracted costs must be supported by proposals from the Subcontractors performing the Work. The Subcontractor's proposal must be broken down into its various parts of Work as described in items a) through d) above, or as required by the Commissioner.
 - g. MBE/WBE/ Breakdown: The Contractor must provide a breakdown by cost with each proposal outlining the total dollar amounts to be paid to itself and each Subcontractor/Supplier pertaining to the changed work. This breakdown must distinguish each Subcontractor/Supplier by its minority status (i.e. Non-Minority, MBE/WBE).
3. Time and Material Basis:

Procedure: The Construction Manager will provide the Contractor with daily Work Report forms for use on the project. Time and Material Work Reports will be used for all changed work that does not have an approved proposal. Time and Material Work Reports are also required for all work the Contractor feels is out of the Contract scope and plans to claim. If the changed Work is not subject to unit pricing and the City and Contractor cannot agree on a price based on a proposal prior to the time the Work is 50% complete, the Work shall be paid for on a time and material basis. The Contractor must notify the Construction Manager of all Time and Material Work in advance in order for work to be verified. The Contractor will fill in detailed information on the Work Report and have it signed by the

Construction Manager at the end of the shift. The Contractor will submit the Work Report to the Construction Manager within twenty-four (24) hours of completion. All invoices for changed Work must be submitted by Contractor within fifteen (15) days after completion of the changed work. Contractor's 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 which may be awarded without the signature of the Contractor.

Time and Material Billing:

- a. Labor: For all hourly wage labor and hourly wage foremen in direct charge of the specific operations, the Contractor shall be entitled to receive the actual hourly wage rate paid for every hour that said labor and foremen are actually engaged in such Work. No additional allowance or payment will be made for general superintendence. All indirect costs must be part of the overhead, including but not limited to supervision, engineering, safety, surveying, quality control, and other technical personnel. No additional compensation beyond the 30% will be allowed.
- b. The Contractor shall receive the actual costs paid to, or in behalf of, workers for health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.
- c. An amount equal to thirty percent (30%) of above 3a. and an amount equal to ten percent (10%) of above 3b. will also be paid to the Contractor to cover jobsite general conditions, overhead, and profit.
- d. No payment will be made for labor performed on a time and material basis until the Contractor has furnished the Construction Manager with itemized statements of the labor cost as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each journey worker, apprentice and foreman.
 - (2) Certified payrolls or certified copies thereof, pertinent to the Work for which payment is requested. The payroll records will contain the name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The labor rates will be audited and corrected against the certified payrolls. Falsification of the certified payroll is an offense punishable by law.
- e. Insurance and Payroll Tax: For property damage, liability, and workers compensation insurance premiums, unemployment insurance contributions and social security taxes on the time and material Work, the Contractor shall receive the actual costs, to which ten percent (10%) will be added. No payment will be made for insurance and payroll taxes until the Contractor has furnished satisfactory evidence of the rate or rates paid for such insurance and tax.
- f. Materials: For materials accepted by the Commissioner and used as an integral part of finished Work, the Contractor shall receive the actual costs of such materials delivered on the job site, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), as shown by original receipted bills, to which fifteen percent (15%) will be added to the first ten thousand dollars (\$10,000.00) and ten percent (10%) for any amounts over ten thousand dollars (\$10,000.00).
- g. The Contractor will be reimbursed for any materials used in the construction of the Work, such as sheeting, falsework, form lumber, burlap, or other materials for curing, etc., which are not an integral part of the finished Work. The amount of

reimbursement must be agreed upon in writing before such Work is begun and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

- h. No payment will be made for material costs until the Contractor has furnished itemized statements of the material costs, which must include:
 - (1) Quantities of materials, prices, and extension.
 - (2) Material transportation costs supported by receipted invoices.
 - (3) Receipted invoices for all materials used. However, if materials used on the time and material Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor must furnish an affidavit certifying that such materials were from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor. The price quoted for such material must be reasonable and acceptable as per the normal industry practice.
- i. Equipment: For equipment owned by the Contractor, costs will be determined by the number of proposed equipment hours multiplied by the rate as allowed by the latest revision of "Equipment Watch Rental Rate Blue Book" as issued by Equipment Watch. Equipment rates as allowed by the latest revision of Equipment Watch Rental Rate Blue Book shall be the total Federal Highway Administration (FHWA) hourly rate. Idle equipment shall consist of the percentage sum of the following elements: depreciation, cost of facilities capital (CFC) and indirect cost multiplied by the hourly rate. For equipment rented by Contractor, rates will be determined by the Equipment Distributors' Compilation of Rental Rates (AED Green Book) for the period that said machinery and equipment are to be used on such Work, to which no percent will be added. Where machinery and equipment are not listed in these schedules, then the rates will be determined by the Commissioner after reviewing all available records of the Contractor or other information concerning the expense of operating that type of equipment.
- j. When equipment is rented, the Contractor shall receive actual rental cost as shown by original receipted bills to which five percent (5%) shall be added which shall compensate Contractor for standard operating costs, including but not limited to: routine servicing and repair, service and lube labor, fuel, lubricants, filters, tires, tire service, and lube trucks. No additional compensation for ordinary operating expenses will be allowed.
- k. No payment will be made for equipment not shown on the Daily Work Report (see C.3.n below). No payment will be made unless designations, dates, daily hours, rental rates, and extensions for each unit of machinery and equipment are shown on the itemized statement of time and material Work.
- l. Bond: The City will pay the Contractor the actual increase in cost of its performance bond. The Contractor must furnish from the bonding company written documentation of the rate or rates applicable for additional bonding for this Contract. These rate/rates will be applied to all the changes increasing or decreasing the Contract Price to which no percent will be added. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the bonding company, a percentage of the total change will be added or subtracted, as determined by the Commissioner and Chief Procurement Officer, to cover the increase or decrease of the cost of the bond. No bond costs will be applied to Time & Materials pricing for Contract allowances. Bond costs are acceptable if an increase is required to a Contract allowance.

- m. When Work is performed by a single Subcontractor or multiple Subcontractors, the Contractor shall receive as administrative costs an amount equal to ten percent (10%) of the first ten-thousand dollars (\$10,000.00) and five percent (5%) of any amount over ten-thousand dollars (\$10,000.00) of the total approved costs of such Work. The Subcontractor or Subcontractors are not allowed any additional markup. All subcontracted costs must be supported by invoices from the Subcontractors performing the Work. The Subcontractors' invoices must be submitted in the form described in Section X.C.3.a. through m.
- n. Documentation: For additional Work performed on a time and material basis the Contractor must each day submit to the Construction Manager detailed and complete records of the labor, material, equipment, and other costs relating to any force account Work performed on the previous day. These Daily Work Reports are to be submitted in the format designated by the Commissioner and must be signed by the Contractor and the Construction Manager. Failure of the Contractor to submit Daily Work Reports to the Construction Manager within 24 hours after the completion of the shift's work may, at the sole discretion of the Commissioner, cause these reports to be rejected and disqualified for payment.
- o. MBE/WBE/ Breakdown: The Contractor must provide a breakdown by cost with each proposal outlining the total dollar amounts to be paid to itself and each Subcontractor/Supplier pertaining to the changed work. This breakdown must distinguish each Subcontractor/Supplier by its minority status (i.e. Non-Minority, MBE/WBE).
- p. Base Contract Work On a Premium Time Basis:
 - (1) Premium Time costs will be paid, for Contract Work performed outside of regularly scheduled working hours as defined by the Contract Documents, only if expressly directed in writing by the City prior to the Contractor commencing the Work.

Compensation, when authorized, shall cover only the direct cost of the premium portion of the time involved and shall be without any charge for insurance. No payment will be made for union fringe benefits on the premium portion of the time unless expressly required by union agreement. Taxes, which are attributed to the premium portion of the time, will be paid. If taxes are charged by the Contractor, the Commissioner may require the Contractor to supply verification that the employees' Social Security Tax, Federal Unemployment Tax, and State Unemployment Tax limits have not been exceeded.
 - (2) An amount equal to seven percent (7%) of the sum of the premium portion of the work plus taxes will also be paid to the Contractor or Subcontractor performing the work to cover jobsite general conditions, overhead, and profit. All indirect costs shall be part of the overhead, including but not limited to supervision, engineering, and other technical personnel.
 - (3) If the Contractor enters into a subcontract, the Contractor will be allowed an additional two percent (2%) of the Subcontractor's premium time billing to cover the Contractor's supervisory and related expense on subcontract operations. The Subcontractor is not allowed the additional two percent (2%) if it sublets its Work.
 - (4) Daily Work Reports in the format designated by the Commissioner for the premium time hours must be kept and signed daily (in the format designated by the Commissioner). The reports must indicate the time of day when the Work was performed and wage rate differential that will be charged. Billings must reflect hours reported on Daily Work Reports.

4. Changes on Lump Sum Contracts or Lump Sum Items in Unit Priced Contracts:

All increases or decreases in elements of the Work, that are listed in the Contract Price breakdown as unit prices or that can otherwise be assigned a value based on the approved Contract Price breakdown will be compensated, for the purpose of any change, based on those prices.

5. Miscellaneous:

- a. For the purpose of this section, any business entity, which employs field labor and performs Contract Work on the job site, is defined as a Subcontractor. (Suppliers/deliverers of materials are not considered as field labor).
- b. 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 as a Subcontractor and the mark up as specified in Section X.C.3, f will apply.
- c. Expenses incurred by the City: Upon written request of the Commissioner and Chief Procurement Officer, the Contractor will pay the bills that are the responsibility of the City. The Contractor will be reimbursed for the actual amount paid out to which will be added a mark-up as specified in Section X.C.3 above.
- d. Any adjustment in Contract time due to changed Work will be based on the impact that the changed Work has on critical path items in the Monthly Update Schedule.

D. Contract Modification.

The final terms of any adjustment in Contract Price and/or Contract Completion Date relating to changed Work must be incorporated into a written Contract Modification executed by the City and Contractor (except as provided in Section X.C.3). Contract Modifications resulting in Contract Price adjustments in excess of \$5,000 require execution by the Mayor, the Comptroller and the Chief Procurement Officer. Payment for Contract Modifications and/or an adjustment in Contract Completion Date will be made after the Contract Modification is executed by the City.

E. Contractor's Release.

Except as otherwise agreed to by the Commissioner and Chief Procurement Officer, each Contract Modification shall constitute a full release to the City from granting any additional compensation or extension of time arising or resulting from the Contract Modification. The release that the Contractor must sign will state, "By executing this Contract Modification, Contractor certifies that it has reviewed and accepts the compensation and/or time extension provided in full accord and satisfaction for this Contract Modification and that it expressly waives and releases any and all additional claims and demands relating to, or arising out of, the matters covered by this Contract Modification as more fully described in the exhibit attached hereto including but not limited to: direct, indirect, overhead, home or field office costs; profits; damages; disruptions and impact."

F. Failure to Comply with Order.

The Contractor must promptly proceed with any changes in the Work or Project Schedule or Contract time as directed by Field Order in writing, in accordance with Section X.A, with or without the Contract Modification. The Contractor's refusal or failure to proceed promptly with the changed Work or changes in the Project Schedule as directed will constitute an event of default under the Contract.

G. Change Claims.

1. If the Contractor and the Construction Manager are unable to agree upon an adjustment in Contract Price and/or Contract Completion Date for changed Work in accordance with

Section X.C, which is executed by the City under Section X.D, the Contractor may make a claim for the changed work under this Section X.G. ("Change Claims") The Contractor expressly consents to both the time requirements and notice content requirements for making a Change Claim under this Section X.G. The Contractor acknowledges that the notice requirements set forth in this Section X.G. shall be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Section X.G constitutes a waiver of the Contractor's right to make a Change Claim for changes in the Work or to file a dispute to the Chief Procurement Officer under Article XVII. The Contractor further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Section X.G. shall not be subject to or diminished by any claim on the part of the Contractor that the City or any person acting on behalf of the City directed the Contractor to make changes in the Work or had actual or constructive knowledge of any changes in the Work. The Contractor further acknowledges that the time requirements and notice content requirements of Section X.G. have the purpose, among others, of allowing the City to evaluate Change Claims contemporaneously with the work that is the subject of the Change Claim.

2. If the Contractor and Construction Manager are unable to agree on the price and/or time in connection with a change to the Work pursuant to a Field Order or attributable to direction from the Construction Manager on how and when to proceed, after notification by the Contractor of differing site conditions, the Contractor must, within fifteen (15) days of completing the changed Work directed by Field Order or attributable to differing site condition(s), provide written notice to the Construction Manager of the amount of money and/or time sought by the Contractor indicating the contractual and factual basis for each and designate such as a "Notice of Claim".
 3. The Construction Manager shall, within thirty (30) days from receipt of the Notice of Claim, respond by: requesting a meeting with the Contractor; making a written request for additional information from the Contractor, including but not limited to a general statement of the basis for the claim, the facts underlying the claim, the notice to the Construction Manager 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 the Contractor in writing that it should file a Claim under Article XVII, Claims and Disputes. Any steps taken by the Construction Manager to resolve the Notice of Claim shall not exceed sixty (60) days from receipt of the Notice of Claim unless the Contractor agrees to an additional amount of time in writing. The Contractor and Construction Manager may agree on a proposed adjustment of Contract Price and/or Contract Completion Date in resolution of a Notice of Claim, which proposal is subject to approval by the City in a Contract Modification under the requirements of Section X.D.
 4. If the Notice of Claim cannot be resolved as provided for in Section X.G., the Contractor must follow the requirements of Section XVII.A, "Claims" and XVII.B, "Disputes".
 5. If the Contractor does not agree with the adjustment for time and/or compensation proposed by the Construction Manager, the Contractor must follow the procedures set out by the Contract to file a Claim and/or Dispute as provided in Article XVII. If the Contractor does not follow the procedures set out by the Contract to file a Claim and/or Dispute as provided in Article XVII, the failure to do so constitutes a waiver of the right to make a Claim or file a Dispute to the Chief Procurement Officer. In the event of the Contractor's waiver, the Commissioner may file a Dispute, pursuant to Section XVII.B, with the Chief Procurement Officer seeking a final decision of the Chief Procurement Officer regarding adjustment in the Contract Price and/or Contract time for the changed Work.
- H. City Audit.
All documents, records, books, and accounts, relating to changes in the Work are subject to the audit provisions of Article XII.D.2.

END OF X

XI. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Definitions.

1. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. The term "Shop Drawings" as used herein includes, but is not limited to: fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and piping; duct and conduit systems; and methods of construction as may be required to show that the materials, equipment or systems and the position thereof conform to the Contract's requirements. Shop Drawings will establish the actual detail of all manufactured and fabricated items and indicate the proper relation to adjoining Work.
2. "Product Data" are illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, diagrams and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
3. "Samples" are physical examples, which illustrate materials, equipment or workmanship and establish standards and measures by which the Work will be accepted. The term "Samples" as used herein includes materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the Commissioner to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics. The various parts of the Work will be in accordance with the reviewed samples.
4. "Submittal" refers to Shop Drawings, Product Data, or Samples and other items as may be required by the Contract Documents.

B. Contractor's Responsibilities and Submittal Procedures.

1. Providing Shop Drawings, Product Data, and Samples is part of the scope of Work under this Contract and will be done at the expense of the Contractor and to the satisfaction of the Commissioner.
2. The Number of Shop Drawings, Product Data, and Samples to be submitted will be determined by the Commissioner and indicated in Section XI.B.12.
3. The Contractor must submit to the Construction Manager such Shop Drawings, Product Data, Samples, and other data required for the Work involved under this Contract in accordance with the approved Baseline Schedule and the form designated by the Commissioner entitled "Index and Schedule for Submission of Shop Drawings and Samples" (hereafter "Index and Schedule").
4. The "Index and Schedule" must be updated with the Baseline Schedule or as required by the Commissioner and will include a list of Shop Drawings, Product Data, Samples, and other data to be reviewed, a schedule of proposed submittal dates, and the date of manufacture, construction or erection. The dates listed in the Index and Schedule will allow sufficient time for review and processing by the Commissioner and review by the Consultants and re submittal, if necessary, of Shop Drawings or other data before the Shop Drawings and Samples are needed by the Contractor. No extensions of time will be granted to the Contractor because of its failure to have Shop Drawings, Samples and Product Data submitted in ample time to allow for review.

5. The Contractor's submission of all Shop Drawings, Samples and Product Data to the Construction Manager for review shall not relieve the Contractor from its responsibility in preparing and submitting proper Shop Drawings, Samples and Product Data in accordance with the Contract Documents. By submitting Shop Drawings, Product Data, and Samples, the Contractor represents that it has determined and verified all materials, field measurements, field conditions and verified quantities related thereto, or will do so, and that it has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.
6. All Submittals must be transmitted to the Construction Manager in compliance with the manual entitled "Procedure for Approval of Shop Drawings, Product Data, Samples and Record Documents" which is incorporated into the Contract.
7. All Submittals must be transmitted to the Construction Manager on the form designated in the manual entitled "Procedure for Approval of Shop Drawings, Product Data, Samples and Record Documents" and must include:
 - a. Project title and number.
 - b. The names of:
 - (1) Contractor
 - (2) Subcontractor
 - (3) Contract Number
 - (4) Supplier
 - (5) Manufacturer
 - (6) Separate details when pertinent
 - c. Date and revision dates.
 - d. Identification of product or material.
 - e. Relation to adjacent structure or materials.
 - f. Field dimensions, clearly identified as such.
 - g. Specification section number and paragraph.
 - h. Applicable standards, such as ASTM number or Federal Specification.
 - i. A blank space, minimum of 6 inches by 6 inches, for the review stamp.
 - j. Identification of deviations from Contract Documents.
 - k. Other data pertinent to the product or material.
 - l. Contractors stamp of Approval specified in Section XI.B.9.
 - m. Installation location, where applicable.
8. Any Submittal, which in the Commissioner's opinion is not complete and in proper form, will be returned to the Contractor without review. Submittals that are not complete or not in proper form include, but are not limited to, those which are not: clear and legible; collated into sets; complete; free of errors; checked by the Contractor; representative of the actual material or assembly and bearing the Contractor's approval stamp or other mark showing review and approval by the Contractor. The Contractor must not submit as Shop Drawings duplicates or reproductions of any Contract documents issued by the City.
9. All Shop Drawings, Product Data, and Samples must be examined and coordinated by the Contractor and will be dated and stamped by the Contractor, using the language designated by the Commissioner, indicating that the Submittal has been reviewed and checked prior to submittal and found to be in conformance with the Contract Documents. The Contractor must submit all Shop Drawings, Samples and Product Data to the Commissioner for review with 1) an accompanying transmittal letter which states the Project by title and project number and identifies the Work, material, or product by Specification Section and Article number and 2) the completed form entitled "Shop Drawing Data". The Contractor must coordinate Submittals into logical groups or sets to facilitate review of the several items.
10. No extensions of time will be allowed because of the Contractor's failure to submit Shop Drawings and other Submittals in ample time to allow review, possible rejection, and resubmittal and final review.

11. The Contractor must furnish Shop Drawings, Samples, Product Data and information which permit the Commissioner to identify and review the construction and to determine whether the Work complies with the requirements of the Contract Documents.
12. The Contractor must submit not less than the following quantities unless a greater number is specified herein or is required in the detailed Technical Specifications or is required by the Commissioner:
 - a. Shop Drawings: Submit one (1) original and six (6) copies of Shop Drawings.
 - b. Product Data: Submit six (6) copies of Product Data.
 - c. Samples: Submit four (4) Samples.
13. Prior to submitting Shop Drawings, Product Data, or Samples, the Contractor must notify the Commissioner in writing if there are any deviations in the Submittals from the requirements of the Contract. If any 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 compensated with a time extension.

C. Review by the Commissioner.

1. Submittals shall be reviewed by the Commissioner for compliance with the Contract Documents. In reviewing Submittals, the Commissioner will not verify dimensions and field conditions. Any review will not be construed as a completed check nor will it relieve the Contractor, Subcontractors, manufacturers, fabricators, or suppliers from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents, nor will it relieve the Contractor from responsibility for errors of any sort in Shop Drawings, Samples, and Product Data nor from responsibility for proper fitting of the Work, nor from the necessity of furnishing any Work required by the Contract Documents which may not be indicated on Shop Drawings when reviewed. The Contractor will be solely responsible for any quantities, which may be shown on the Shop Drawings. The Commissioner's review of a specific item will not indicate approval of an assembly of which the item is a component.
2. The Contractor must modify and resubmit Submittals, as required, until review permitting fabrication is obtained. The Contractor will not fabricate products, begin Work, order or have delivered any material, equipment or systems, which requires a reviewed Submittal, until return of the submittal with a stamp authorizing Work to be done. The stamps are indicated in Section XI.C.3.
3. After review by the Commissioner, the Commissioner shall return a copy of reproducible Shop Drawings, which will have been stamped by the architect/engineer of record and/or CDA as follows:
 - a. The stamp "A" signifies "No Exceptions." Indicates final action and that no changes need to be made to the submittal. The Contractor may proceed with the work for that Submittal. Resubmittal is not required.
 - b. The stamp "B" signifies "Exceptions as Noted." This indicates that the Submittal is accepted subject to corrections and/or comments noted. The Contractor may proceed with the Work for that Submittal provided the Contractor incorporates the reviewer's corrections and/or comments in the Work. Resubmittal is not required.
 - c. The stamp "C" signifies "Revise and Resubmit." This indicates the Submittal was reviewed and does not meet all the requirements necessary to proceed with the work associated with the Submittal. The Contractor must resubmit in accordance with the reviewer's corrections and/or comments made regarding the submittal. Submittals marked in this manner must not be released for fabrication, delivery, or construction.

- d. The stamp "D" signifies "Rejected." This indicates that the Submittal does not meet requirements set forth in the Contract Documents. The Contractor must resubmit this work in accordance with the Contract requirements and any corrections and/or comments made regarding the submittal by the reviewer. Submittals marked in this manner will not be released for fabrication, delivery, or construction.
 - e. The stamp "N" signifies "No Action Taken". This indicates that the Contractor has met the contractual requirement for providing drawings and calculations for equipment, falsework, shoring, bracing, and other temporary structures or temporary services required for the work, designed, signed, and sealed by an Illinois licensed engineer employed by that Contractor. The Contractor and the licensed engineer employed by that Contractor will be solely responsible for, including but not limited to, the proper implementation, execution, installation, operations, and/or construction procedure or method covered by this Submittal.
4. If the Shop Drawings require revision, the Contractor must notify the City and all appropriate parties, in writing, that the reviewed set has been withdrawn and the Contractor must submit the substitution set in accordance with the above procedures.
 5. Submittals that are rejected or require revisions must be corrected and resubmitted to the Construction Manager to maintain the approved Index and Schedule and Baseline schedule.
 6. Submission and Review of Samples: The Contractor must submit not less than four (4) Samples of materials to the Construction Manager for approval as indicated in the Technical Specifications. In case a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, a sufficient number of Samples of the specified materials must be furnished by the Contractor to indicate the full range of such characteristics which will be present in the finished products; and such product delivered or erected without Submittal and review of full range Samples will be subject to rejection. All Samples will be properly labeled to indicate type of material submitted, intended use, manufacturer's name, project name, Contractor's name, Subcontractors' and suppliers' names, include an indication of compliance requirements, including FAA, and be accompanied with a letter of transmittal containing similar information, together with the specification section number for identification of each item. Each tag or sticker must have clear space for the stamps of the Contractor and Commissioner. Samples must be inspected and reviewed. Notice of the result of the review shall be provided to the Contractor with one of the stamps indicated in Section XI.C.3. Rejected Samples will be returned. Accepted Samples will be retained by the Commissioner and will become the property of the City. Where color Samples are required to be submitted, color Samples must be submitted on the actual material, which will finally be installed in the Work.
 7. Product Data: After review by the Commissioner, two (2) sets of Product Data stamped by the Commissioner as previously described in Section XI.C.3 shall be returned to the Contractor.
 8. When reviewed by the Commissioner, Shop Drawings, Samples and Product Data will become a part of the Contract, and the materials and equipment furnished will be in conformity with the same, provided that the review of such Submittal will in no way relieve the Contractor from its responsibility for the proper installation and performance of any material or equipment or from its liability to replace the same should it prove defective.

END OF XI

XII. PROJECT RECORD DOCUMENTS, PROJECT ACCOUNT RECORDS AND DAILY PROGRESS REPORTS

A. "As-Built" Drawings.

1. As the Work progresses, the Contractor and the Subcontractor for each trade or division of Work, under the direction of the Contractor, must keep a complete and accurate record of the following:
 - a. Changes and deviations between the Work as actually installed and the Work as shown on the Contract Drawings and the Shop Drawings.
 - b. The specific locations of piping, valves, ductwork, manholes, handholes, equipment, and other such Work which were not located or changed location from that shown on Contract Drawings.
 - c. Equipment schedules indicating manufacturers' names and model numbers installed.
2. Changes, deviations, and other information must be neatly and correctly recorded on a full sized set of Contract Drawings. This record set of Contract Drawings must be kept at the job site for inspection by the Commissioner. Upon completion of the Work, the Contractor must submit one (1) final set of Contract Drawings with changes, deviations or other information marked in red ink to show the as-built conditions of the Project and three (3) copies ("As-Built Drawings") to the Construction Manager for approval and acceptance by the Commissioner prior to the completion of the Punch List.
 - a. The Contractor must submit half-size red-line as-built drawings for any work related to a FAA facility at the completion of a phase, milestone, or as required for acceptance by the FAA.
3. At the time "As-Built Drawings" are delivered to the Construction Manager, the Contractor and each Subcontractor must certify, in writing, that the "As-Built Drawings" are complete and accurate.

B. Operation and Maintenance Manuals, Instructions, and Parts List.

1. The Contractor must furnish to the Construction Manager one bound copy of operation and maintenance manuals, instructions, specifications relative to the assembly, installation, alignment, placing in operation and maintenance of equipment, systems and construction under this Contract prior to Substantial Completion. Two (2) additional bound copies and two (2) electronic copies, in a format acceptable to the Commissioner, must be furnished to the Construction Manager prior to Final Completion.

For all items requiring spare parts and materials, the Contractor must submit five (5) bound copies of the list of required spare parts and materials for each, including manufacturers product, material, part or re-order numbers, name, address, and telephone numbers of local suppliers and manufacturer's corporate offices.

For any work related to a FAA facility, the Contractor must submit Operation and Maintenance Manuals and Test Results at the completion of a phase or milestone or as required for acceptance by the FAA.

2. The bound copies must be permanently reproduced on heavy paper and will be in addition to any instruction and parts lists attached to the equipment or materials when delivered or submitted in conformance with the Contract Documents.
3. Contractor shall submit one (1) original and four (4) copies of all guarantees and warranties required by the Contract Documents from Contractor, subcontractors, suppliers and/or manufacturers.

C. Record Shop Drawings.

Record Shop Drawings and Product Data must be submitted for all items reviewed as Shop Drawings, and have a status of "A", "B" or "N". Contractor must provide three (3) bound copies of all submittals in loose-leaf binders and two (2) electronic copies in a format acceptable to the Commissioner. Binders must be divided by Specification number and contain an index of all items, including Shop Drawings.

D. Record Documents.

All Record Documents must be prepared and transmitted to the Construction Manager in compliance with the manual entitled "Procedure for Approval of Shop Drawings, Product Data, Samples and Record Documents" which is incorporated into the Contract.

E. Delivery Requirements for Reduction of Retainage.

As a prerequisite to the Punch List completion and prior to the Contractor's application for a reduction of Retainage from five percent (5%) to three percent (3%) and as a condition to its review by the Commissioner, the Contractor must deliver to the Construction Manager, in suitable transfer cases clearly marked "Record Documents": the "As-Built Drawings", Record Shop Drawings, Product Data, instructions, parts lists, and operations and maintenance manuals arranged in proper order and indexed.

F. 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 pursuant to the Contract Documents.

G. Project Account Records.

1. Project Data and Records:

- a. All books and accounts kept by the Contractor in connection with the Contract shall be open to the inspection of the Commissioner or the Commissioner's authorized representative and all City of Chicago authorized agencies and their representatives. Promptly following the preparation of periodic payrolls of the Contractor and of each of its Subcontractors, the Contractor must furnish the Construction Manager with such number as may be required of certified copies of such payrolls.
- b. The Contractor and each Subcontractor must also keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them in connection with the Work and showing also the actual hourly wages paid to each of such workers, which record will be open at all reasonable hours to the inspection of the Commissioner and to the Director of Labor (State of Illinois).
- c. The Contractor must at any time when required by the Commissioner or Chief Procurement Officer, furnish to the Construction Manager a written statement, verified by affidavit, giving the names and addresses of all persons, firms, and corporations who have up to the date thereof furnished labor or materials in or about the performance of the Contract and the amounts due or to become due to said parties.
- d. The Contractor and any Subcontractor must furnish the Construction Manager with such information as the Commissioner may require relating to the 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 item, equipment time distribution and any other information which the Commissioner may require. The

Contractor must, on request, furnish the Construction Manager with copies of delivery tickets and invoices, in triplicate, covering all expenditures on the Contract.

2. Audits:

- a. The Contractor must maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Contractor must maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, 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 Project for five (5) years after the date of Final Completion of the Project. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- b. The Contractor must furnish, or cause to be furnished, to the Commissioner such information as may be requested relative to the progress, execution, and cost of the Project. All books and accounts in connection with the Project must be open to inspection by authorized representatives of the City. The Contractor must make these records available, or cause them to be made available, at reasonable times during the performance of the Work under this Contract and will retain them in a safe place and must make them available for inspection for at least five (5) years after the Project Completion Date. No provision in this Contract granting the City right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents, which the City would have had in the absence of such provisions.
- c. The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, Work, or services provided under this Contract. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:
 - (1) if the audit has revealed overcharges to the City representing less than 5% of the total Project cost, based on the Contract Prices, of the goods, Work, or services provided, then the Contractor must reimburse the City for 50% of the cost of the audit;
 - (2) if, however, the audit has revealed overcharges to the City representing 5% or more of the total Project cost, based on the Contract Prices, of the goods, Work, or services provided, then Contractor must reimburse the City for full cost of the audit.

Failure of Contractor to reimburse the City in accordance with (1) or (2) b above is an event of default under this Contract, and Contractor will be liable for all the City's cost of collection, including any court costs and attorneys' fees.

3. Confidentiality: All of the reports, information, or data, prepared or assembled by or provided to the Contractor under this Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, neither it or its subcontractors must make available said reports, information, or data, to any other individual or organization, without the prior approval of the Commissioner.

END OF XII

XIII. TESTING AND INSPECTION

A. General Inspection.

1. All materials and equipment and each part or detail of the Work is subject at all times to inspection, testing and approval by the Construction Manager, the Commissioner, and/or a consultant engaged by the City to perform such inspections and testing (collectively, "City Inspector"). The Contractor will be held strictly responsible for performance of the Work that complies with the express requirements and intent of the Contract Documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Such inspection may include mill, plant, shop, field inspection and any material or equipment furnished. The City Inspectors must be allowed access to all parts of the Work and must be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. The City Inspectors have the right to take progress photos of any part of the Work.
2. All material used must be inspected, tested, and approved before being incorporated in the Work. All inspections and tests performed by the City Inspector are to verify that the materials being furnished by the Contractor meet the Contract requirements and will be used as the basis for Pay Estimates. Payment will not be made for uninspected, untested, or otherwise unauthorized use of materials incorporated into the Work. The Contractor, at its own expense, may perform or have others perform similar tests for the sole purpose of maintaining the Quality Control of the material being provided. Payment will be based solely on the results of those tests performed by the Commissioner.
3. Material and equipment inspection must be as hereinafter specified in the Section XIII.B, "Materials and Equipment Testing and Inspection".
4. The Contractor must remove, or uncover such portions of the finished Work as the Commissioner may direct before the final acceptance of the same to allow examination by a City Inspector. After the examination, the Contractor must restore said portion of the Work to the standard required by the Contract Documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as changed Work, unless otherwise provided in the Contract Documents, but, if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the Contract Documents shall be borne by the Contractor.
5. Except as may be otherwise specified in other sections of the Contract Documents, a City Inspector will make inspection of all Work included in the Contract as soon as practicable after notification by the Contractor as provided in Section IX.G.1 that the Work is substantially completed and ready for inspection. If the Work is not acceptable to the Commissioner at the time of such inspection, the Construction Manager will inform the Contractor as to the particular defects to be remedied before the Project will be determined to be substantially complete.
6. When the Contract includes Work for which the Federal Government is to pay a portion of the cost thereof, such Work shall also be subject to the inspection and approval by the representatives of the Federal Government, but such inspection and approval will in no sense make the Federal Government a party to the Contract.
7. When the Contract includes Work that will ultimately be owned and/or maintained by a specific outside agency or other third party, such Work shall also be subject to the inspection by the representatives of the outside agency or third party, but such inspection will in no sense make the outside agency or third party a party to the Contract.

B. Materials and Equipment Testing and Inspection.

1. As stated in Section XIII.A "General Inspection", all materials and equipment may be inspected and tested by a City Inspector. For materials which are not an integral part of equipment and for which Samples can be submitted, the Contractor must give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated into the Work and must afford such facilities as the City Inspector may require for collecting and forwarding samples and making inspections and tests. All Samples must be furnished without charge. The Contractor must not make use of or incorporate into the Work the materials represented by the Samples until tests have been made and the materials found to be in accordance with the requirements of the Contract Documents.
2. The Contractor must notify the Construction Manager that materials and/or equipment have been delivered to the job site and inspected by the Contractor, by submitting a "Request for Inspection of Material" form. The Construction Manager shall inspect the material and/or equipment and make a recommendation to the Commissioner as to its conformance with the requirements of the Contract Documents prior to its incorporation into the Work.
3. For materials that are an integral part of machinery or equipment or of parts of equipment normally stocked by the Contractor or Subcontractor, the Contractor may furnish copies of certified tests made at the time of production.
4. In addition to on-site inspection and testing, the City Inspectors shall have free entry, at all times while Work is being performed, to all parts of a manufacturer's works that concern the manufacture of the material or equipment ordered for the Project. The City Inspectors shall be permitted to examine all components and subassemblies. Assemblies and parts must be numbered for identification. The Contractor (or manufacturer) must provide the City Inspectors with a detailed production schedule prior to the first inspection. After a study of the production schedule, the City Inspectors must inform the Contractor (or manufacturer) of its methods, extent of inspection and facilities desired. The manufacturer will afford the City Inspectors, without charge, all reasonable facilities to provide satisfactory documentation that the material or equipment is being furnished in accordance with the Contract Documents. All tests and inspection shall be made at the place of manufacture prior to shipment and at the Contractor's or manufacturer's expense.
5. Part Three of the Contract Documents may include the cost of travel and living expenses for a specific number of City employees and/or other persons for a specific test. The travel and living expenses for any additional City employees or additional person(s) will not be a cost to the Contractor. The manufacturer or Contractor will furnish a certification of the ordered tests after completion. The Commissioner reserves the right to re-inspect all materials or equipment, which have been inspected and accepted at the place of manufacture or source of supply, after they have been delivered to the site and to reject any which do not meet with the requirements of the Contract Documents.
6. If the preparation of the material or equipment is at a far distant or inaccessible location, or if it is divided into unreasonably small quantities, or widely distributed to an unreasonable extent, or if the percentage of rejected material is unreasonably large, or if the Contractor's production schedule and arrangements for test and calibration is such that the cost of inspection by the City is unreasonably high, the additional cost of extra inspection resulting therefrom must be born by the Contractor. The Commissioner shall be the sole judge of what is to be deemed extra inspection.

If the City Inspector is a City employee, the actual travel of the City Inspector, limited to the applicable amounts set forth in the City's travel reimbursement guidelines, must be included in the additional cost of extra inspection and paid by the Contractor. If the City Inspector is not a City employee, the City Inspector's travel expense reimbursement shall be as stated in the City's contract with the City Inspector, limited to the applicable amount

set out in the City's travel reimbursement guidelines, must be included in the additional cost of extra inspection, and paid by the Contractor.

7. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standard methods of the American Society for Testing and Materials and revisions thereof, where such standard methods exist. In case there are no ASTM standards which apply, applicable standard methods of other recognized standardizing agencies will be used. In all cases, the standard methods and revisions thereof that will be used are those in effect on the date of the invitation for bids.
8. For any material not covered by the designated specifications of some designated society, association, institute or governmental authority, appropriate methods of testing and inspection to be designated by the Commissioner will be followed.

END OF XIII

XIV. PROTECTION OF PERSONS AND PROPERTY, HEALTH AND SAFETY, SERVICES AND USE OF SITE

A. Protection of Persons and Property.

1. Protection of FAA Facilities.

- a. The Contractor's operations such as trenching, jacking of pipe or casing, excavation for pavements or structures, site grading and vehicular traffic may occur over, around and under FAA facilities such as equipment houses, direct buried cables and duct banks. These facilities are critical to the operation of the air traffic control functions at the Airports and all possible steps must be taken to identify, protect and prevent damage to such utilities and to ensure their integrity throughout the period of construction activity.
- b. The Contractor must notify the Construction Manager at least 72 hours prior to any excavation in the vicinity of FAA cables or ducts. The Construction Manager in turn will contact an FAA representative at the FAA O'Hare National Airspace System or at Midway Airport FAA Airway Facilities to arrange for a joint walking tour with cable location equipment to identify precisely such cables and locations in order to assure the preservation of their vital functions during construction. It is impossible to over stress the importance and priority involved in the maintenance of the FAA facilities on the Airports.
- c. In order to access FAA facilities, the Contractor must notify the Construction Manager at least five (5) business days in advance.

2. Protection of Persons and Property in Areas of the O'Hare Airport Transit System (ATS).

- a. The following Rules govern Work and other activities performed within or near the ATS Right of Way "ROW Envelope," as defined herein. These rules are intended to protect the lives and safety of persons and to prevent property damage. The rules are applicable at all times. It is the obligation of any person working or performing activities, or directing the activities of others, within or near the ATS to ensure compliance with these rules. These rules represent the minimum requirements. Additional care should be exercised if circumstances warrant.
- b. General Information:
 - (1) The ATS is a transit system used primarily for transporting airline passengers, airline employees, and other Airport personnel to various points within the Airport. The ATS serves the three domestic terminals in the Terminal Core Area, the International Terminal, and the Long Term Parking Areas. Passenger stations are located at each of the domestic terminals (1, 2, and 3), the International Terminal, and Lot "E" in the Long Term Parking Areas. New stations may be constructed in the future. If such stations are constructed, they will also be covered by these rules as of the commencement date of their construction.
 - (2) The ATS guideway (track area) is primarily elevated, but it is at-grade in some areas of the Airport. The plans, which will be provided by the Commissioner, illustrate the location of the guideway structure. The plans also indicate the location of the traction power, facility power, and other facilities, which serve the ATS.
 - (3) ATS vehicles are designed to operate without personnel (motorman or conductors) on-board. Vehicles are controlled from the ATS Maintenance Building. The number of vehicles operating at the same time on the ATS may vary according to the time of day. Vehicles may operate individually (single car)

or jointly (as many as three cars). Vehicles may travel up to 50 miles an hour at various points along the route, and may change direction without notice or warning. Vehicles may stop at any time without notice or warning.

- (4) The schedule for ATS service may vary according to the time of day, with peak service expected between 1400 hours and 2000 hours. Vehicles may operate seven (7) days a week, twenty-four (24) hours a day, with 750-volt direct current electrical power ("v.d.c.") to the guideway on at all times. Intervals between vehicles may be as short as 90 seconds, or as long as five to seven minutes.
- (5) The ATS is powered by 750 v.d.c. electricity through its guideway. Any direct or indirect contact (touching or placement of conducting materials in contact with or near these rails) can result in death or severe injury.
- (6) Work and other activities are prohibited within certain horizontal and vertical areas adjacent to the ATS, collectively called the "Right-of-Way Envelope" ("ROW Envelope"). The clearances required to preserve the integrity of the ROW Envelope will be maintained at all times. The horizontal component of the ROW Envelope is depicted on plans, which will be provided by the Commissioner. The actual width of the horizontal ROW Envelope may vary at different locations. Regardless of the actual width, however, Work and other activities are prohibited within 2 horizontal feet from the vertical end of the tie (track support) face. Work and other activities are prohibited within five (5) feet from the edge of the slab along the at-grade portions of the ATS. The vertical component of the ROW requires a minimum vertical clearance over the guideway of thirteen (13) feet, six (6) inches. Underneath the elevated structure, Work and other activities are prohibited within two (2) feet of the bottom flange of the steel girder. The minimum vertical clearance underneath the elevated structure when it crosses paved surfaces (roadways) is fourteen (14) feet, six (6) inches, and may be lower in some specific paved areas (not designated roadways), and at unpaved locations.

c. Rules:

- (1) All persons who perform Work or other activities near or within the ROW Envelope must exercise the highest standard of care so as not to cause injury to themselves, passengers, contractors or their employees, or others; interference with the operations of or property damage to the ATS; or other property damage.
- (2) Persons performing Work or other activities near the ROW Envelope must exercise the highest standard of care so as to avoid entry on or within the ROW Envelope. Such entry has the potential to cause injury or death to themselves, passengers, contractors and their employees, or others; interference with the operations of or property damage to the ATS; or other property damage.
- (3) Entry on or within the ROW Envelope is prohibited, unless specifically permitted in writing and, then, only in the manner and at the times and locations permitted in writing by the Commissioner. Work and other activities within the ROW Envelope will not proceed without the express written authorization of the City. In no event will the City be liable or responsible for any damages for delays or other claims arising in connection with the obtaining of such authorization.
- (4) No less than thirty (30) days prior to the start of any Work or other activities near (within 10 feet) or within the ROW Envelope, a written operations plan must be prepared in writing and provided to the Construction Manager for its review. The Construction Manager will meet with the involved parties within ten (10) business days of receipt of the plan to discuss any changes, which may be required. At a minimum, the plan will include the following:

- (a) The Work or other activities to be performed; the equipment to be used; and the number of personnel or others involved.
 - (b) The schedule and proposed hours for Work or other activities to be within or near the ROW Envelope.
 - (c) Any sequential staging of the Work or other activities near or within the ROW Envelope.
 - (d) Drawings depicting haul roads, storage sites, barricades, or temporary structures to be located near or within the ROW Envelope.
 - (e) A description of measures to be taken to preserve the integrity of the ROW Envelope, and prevent interference with ATS operations or violations of these rules.
 - (f) Any other matters which may affect the ATS.
 - (g) The Construction Manager will be notified again, in writing, no more than 72 hours in advance of the start of Work or other activities to be performed near or within the ROW Envelope.
- (5) All Work or other activities within or near the ROW Envelope must be conducted, on dates designated by the Construction Manager, between the hours of 0000 (12:00 A.M.) and 0500 (5:00 A.M.). No other times will be available except with the express written permission of the City. No Work or other activities, which would inhibit normal ATS service, will be permitted within the ROW Envelope during peak service hours.
 - (6) Prior to the start of any Work or other activities within or near the ROW Envelope, any persons who may be on-site, including the Contractor, field personnel and supervisors, must attend safety classes held by the City. The persons requiring such classes will be responsible for the cost. A cost estimate will be provided upon written request.
 - (7) The persons responsible for the Work or other activities to be performed near or within the ROW Envelope must pay any costs, which the City may incur in connection with such Work and other activities, including without limitation costs associated with providing flagmen, or construction inspectors. A cost estimate will be provided upon written request.
 - (8) Power to the guideway may be disconnected, by the City, for short periods of time, when deemed permissible by the City, in its sole discretion, to allow Work or other activities to be performed near or within the ROW Envelope. Power will not be disconnected during peak service hours. Arrangements for disconnection of power must be made with the Commissioner. City personnel assigned to this task will be identified. Only City personnel assigned to this task are authorized to disconnect power. No Work or other activities will proceed until such time as the identified City personnel indicate that the power has been disconnected.
 - (9) Work and other activities near or within the ROW Envelope must not cause damage, settlement, or displacement of any structures, equipment, track, or any other portion of the ATS. In the event of any damage, settlement or displacement of the equipment, structures, track, or any other portion of the ATS, all Work and other activities must be immediately suspended and the Construction Manager and Commissioner promptly notified. The City may decide, in its sole discretion, what measures are needed to repair any damage

to the ATS, and may order such repairs to be done by City personnel, by others hired by the City, or by the person responsible for damage. Regardless of who performs the repairs, the person responsible for the Work or other activities, which caused the damage, must bear the cost of repair and service disruption.

- (10) If the Commissioner deems, in his or her absolute sole discretion, the Work or other activities being performed near or within the ROW Envelope to be hazardous to the operations or safety of the ATS or its passengers, he or she may immediately order the suspension of such Work or other activities, and may revoke any and all authorizations to be near or within the ROW Envelope. Such order and revocation may be verbal in an emergency, with written notice to follow as soon as practicable. Such Work and other activities will immediately cease and will not be recommenced until a new authorization is received from the City. In no event will the City be liable or responsible for any damages for delay or other claims in connection with such revocation.
- (11) The City reserves the right to perform Work within the ROW Envelope, at any time, and without prior notice. Work and other activities of the Contractor to be conducted near or within the ROW Envelope, which may, in the City's sole opinion, interfere with the City's Work, will be suspended, upon written notice by the Commissioner or Construction Manager, until such time as the City indicates. In no event will the City be liable or responsible for any damages for delay or other claims arising in connection with such suspension.
- (12) The City reserves the right to issue new rules as may be needed, in the City's sole opinion, from time to time, in connection with Work or other activities being conducted near the ATS, or near or within the ROW Envelope, and such rules will be effective as of the date of issuance.

3. Protection of Existing Structures and Property.

- a. The Contractor must avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the City and others and will at its own expense repair any damage thereto caused by its operations.
- b. The Contractor must be responsible for loss or damage by fire or theft of equipment, material, or other property of the CDA or the City of Chicago, incurred while such equipment, material or other property is located in any field office or on the site of the Work. The Contractor 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.
- c. The Contractor must familiarize itself with the requirements of local and state laws applicable to underpinning, shoring and other Work affecting adjoining property and wherever required by law the Contractor will shore-up, brace, underpin, secure, and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the Work.
- d. The Contractor is responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party and such notice or notices must be served in sufficient time as not to delay the progress of the Work.
- e. The Contractor must indemnify, save and keep the City harmless from any damages on account of settlements 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 such injury or damage to adjacent and adjoining structures and their premises.

- (1) The provisions of the foregoing paragraph will include also and apply to any liabilities and duties placed upon the City of Chicago as owner or occupant of the property on which the improvements provided for herein 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 765 ILCS 140/1 et seq.

4. Protection of Utilities.

- a. The Contractor must determine the locations of all utilities in the vicinity of the site of the Work and will take suitable care to protect and prevent damage to such utilities from its operations under this Contract.

- (1) The O'Hare International Airport Underground Construction Notification document, also known as the "Dig Book" must be prepared and submitted a minimum of twenty-one (21) calendar days prior to the commencement of any excavation and/or utility work. The Contractor cannot perform any excavation or work around existing utilities without receiving a fully executed Dig Book. The Contractor must participate with the Construction Manager in the preparation of the Dig Book.

- (2) Contractor must include in the Baseline, Monthly Update and Three-Week Look Ahead Schedules a predecessor milestone and task to represent the submittal and execution of the Underground Construction Notification form for each activity associated with excavation and utility work. The milestone denotes the submittal of the form to the CDA for approval. The task should denote the twenty-one (21) calendar day form approval period.

- b. When performing Work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, poles lines or poles, or other utility equipment or structures, which are located outside of the neat lines of the excavations to be made or of the structures to be constructed under this Contract and which are to remain in operation, the Contractor must preserve and maintain such utility equipment, structures, and utility marking posts in place at its own expense and will co-operate with the City department, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.

- c. The Contractor is responsible for and must repair all damage to any such utility, equipment or structures caused by its acts, whether negligent or otherwise, or its omission to act, whether negligent or otherwise and will leave such utility, equipment or structures in as good condition as they were in prior to the commencement of its operations under this Contract. However, it is hereby agreed that any such utility equipment or structures damaged as a result of any act, or omission to act, of the Contractor may, at the option of the City department, utility company, or other party owning or operating such utility, equipment or structures damaged, be repaired by such City department, utility company, or other party and in such event the cost of such repairs will be borne by the Contractor.

5. Protection of Streets, Alleys, and Public Grounds.

- a. If in the prosecution of the Work it is necessary to excavate, use or occupy any street, alley, or public grounds of the City, the Contractor must erect and maintain such barriers and, during the night time, such lights as will effectually prevent the happening of any accidents or damage to life, limb or property in consequence of such excavation, use or occupation of such street, alley, or public grounds.

- b. The Contractor will be liable for all damages occasioned by the excavation, use or occupation of any street, alley, or public grounds, or by the carelessness of the Contractor, its agents, employees, or workers and will indemnify the City against all judgments rendered against it by reason thereof.
- c. If the City is sued solely for such neglect, a judgment rendered against it will be conclusive evidence (1) of the negligence of the Contractor as aforesaid and (2) the amount of such damages recoverable from the Contractor by reason thereof. In the defense of such action, the Contractor, upon notice, agrees to cooperate with the City to the fullest extent in furnishing evidence bearing on the charges therein made.

6. Protection of Existing Trees in the Right of Way.:

- a. It is the responsibility of the Contractor to protect all trees from damage at the construction site. Any damage to trees resulting from a construction project, as determined by the Commissioner, will be repaired or replaced at the Contractor's expense.
- b. The Contractor will be required to replace any permanently damaged tree with a new tree of the same type and said new tree will have a trunk with a minimum one and one-half (1-1/2) inch diameter.
- c. The protection of trees will include bridging, tunneling, drawing, drilling or boring underneath existing trees. The surface area directly adjacent to the tree trunk will not be disturbed under the following guidelines:
 - (1) Less than 5 inches DBH trees - 2-foot radius of the tree trunk with a minimum of 3-foot depth.
 - (2) 5 inches to 20 inches DBH trees - 5-foot radius of the tree trunk with a minimum of 3-foot depth.
 - (3) Over 20 inches DBH trees - 7-foot radius of the tree trunk with a minimum of 3-foot depth.
 - (4) When bridging, tunneling, drawings, drilling or boring underneath existing trees, said Work will be accomplished directly beneath the center of the tree trunk.

B. Health and Safety.

1. Project Health and Safety:

- a. Contractor has sole and complete responsibility for implementation of a safety program. The Contractor's safety program must, at a minimum, meet the requirements of the "Chicago Airport Systems Construction Safety Manual", which is incorporated by reference and made a part of this Contract. The Contractor's safety program must include the Work of all the Contractor's Subcontractors. The Contractor's Safety Program must be submitted to the Commissioner for review and approval at least thirty (30) days before start of the Work.
- b. The Contractor shall designate a safety representative for the project. This person shall be present whenever work is being performed at the site or at any staging area on the Airport property. The safety representative shall have the project safety responsibilities as his or her exclusive responsibility and not have any other responsibilities regarding this project unless the Commissioner specifies otherwise in Part 1 of the Contract Documents. The safety representative must have the authority and the experience level to fulfill the duties stated in the "Chicago Airport Systems Construction Safety Manual".

- c. Although the Construction Manager and Commissioner will observe construction and give the Contractor opinions and suggestions about safety defects and deficiencies, the Construction Manager and Commissioner will not be responsible for any unsafe working conditions. The Construction Manager's or Commissioner's suggestions on safety will in no way relieve the Contractor of its responsibility for safety on the project. The Contractor has sole responsibility for safety.
- d. The Contractor must comply with the requirements of Regulations 29 CFR Part 1926 (Originally CFR Part 1518) - Safety and Health Regulations for Construction of the Williams-Steiger Occupational Safety and Health Act of 1970 (Federal, OSHA). Copies may be obtained from the Regional Administrator of the Department of Labor, Federal Office Building, and Chicago, Illinois.

The Contractor's attention is directed to the "Health and Safety Act" of the State of Illinois. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal, OSHA, and law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under the Contract. Such act and rules and the applicable parts thereof will be considered as part of these specifications.

- e. The Contractor must comply with all local safety laws including, but not limited to, blasting or use of explosives, and those set forth in Title 15 of the Municipal Code of Chicago, Ch. 15-4, Art.5, and Ch. 15-20, Art.1.
 - f. The Contractor must take any precautions that may be necessary to render all portions of the Work secure in every respect or to decrease the liability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the Work. The Contractor will 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 said Work.
 - g. The Contractor must keep on the site of the Work, completely equipped first aid kits readily accessible at all times. The Contractor will designate a person on each shift, acceptable to the Commissioner, to be in charge of first aid and will cause such person to receive proper instructions therein.
 - h. The Contractor must furnish and place, in all buildings connected with the Work, a sufficient number of fire extinguishers, of a type and capacity approved by the Illinois Inspection and Rating Bureau.
 - i. Only such materials and equipment as are necessary for the construction of the Work under this Contract, as determined by the Commissioner, will be placed, stored or allowed to occupy any such space at the site of the Work. If gasoline, flammable oils, or other highly combustible materials must be stored at the site, they will be stored in approved safety containers and placed where directed by the Commissioner.
2. Fire Protection: Fire protection must comply with all fire regulations and with all specific regulations of the Commissioner and other City officials who have jurisdiction, and will include the following:
- a. An ample number of suitable, fully charged fire extinguishers will be provided as approved. Also provide water type fire extinguishers for combustible materials in case of fire prior to daily removal of debris from the site.
 - b. All tarpaulins or other protective coverings will be of approved flame retardant material.

- c. Not more than one (1) day's supply of flammable liquid including oil, gasoline, paint or solvent will be brought to the site at any one time. All 110 degree F., or below, flash point liquids will be confined to "U.L." approved safety cans. No open fires of any type will be permitted.
 - d. The Contractor must prohibit all lighting of fires about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs and must use due diligence to see that such prohibition is enforced. "NO SMOKING" signs must be furnished and posted by the Contractor. Smoking is prohibited everywhere on the AOA.
 - e. No debris or waste materials, including hazardous materials, will be burned at the construction site.
 - f. During construction, all cutting or welding operations will be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care will be exercised to determine that such sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal windscreens will be provided around the lead-melting furnaces whether building is enclosed or not. Portable fire extinguishers will be provided at and below all locations where cutting or welding or melting operations are being performed or, if such operations are extensive, a hose from the stand pipe system or fire hydrant will be placed nearby.
 - g. All combustible material, including but not limited to, wood, crates, excelsior paper, rags or flammable solvents will not be allowed to accumulate, but will be removed to a safe location and disposed of immediately after they have served their purpose.
 - h. If there is a concentration of gas vapors at the Project site, the Contractor will be responsible for clearing the area, and notifying the Commissioner and the gas Utility Company. All operations in the area will be suspended until the source of such vapors has been located and corrected.
 - i. The Contractor will 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 building under construction. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested, and approved for use by the Commissioner in writing for temporary use.
 - j. Salamander heaters or similar forms of uncontrolled heaters will 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.
3. Environmental Compliance: As provided in Section C, "Compliance with Environmental Laws", below, in performing the Work under the Contract, the Contractor must comply with all Environmental Laws, including but not limited to those relating to preventing pollution of air, water, soil, and groundwater due to its construction and other operations, must eliminate excessive noise, and must otherwise conduct its operations in a manner protective of public health and safety. If the Contractor causes the release or threatened release of Hazardous Materials into the air, soil, water, or groundwater at the airport or exacerbates any existing environmental condition at the Airport, the removal of such Hazardous Materials and the remediation of any contamination must be performed in the manner and time frame determined by the Commissioner, and by applicable Environmental Laws, at the Contractor's sole expense.

The Contractor must also comply with the CDA Stormwater Pollution Prevention Plan (SWPPP), Spill Prevention Control & Countermeasure Program (SPCC), and the Best Management Practices Manual. These documents are meant to supplement existing federal, state, or local regulatory requirements with additional best practice environmental strategies and considerations. These documents are available on the CDA website:

4. Clean Up:
 - a. During the construction, the Contractor must keep the site of the Work and adjacent premises as free from material, debris, and rubbish as is practicable and when directed, will immediately remove same entirely when, in the opinion of the Commissioner, such material, debris, or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the public. Haul roads, streets, and public areas will be swept daily.
 - b. Contractor is solely responsible for and will assume all liability associated with off-site disposal of Hazardous Materials at a properly permitted disposal facility generated as a result of Contractor's construction activities.
 - c. Before Final Completion of the Project, the Contractor must remove from the site of the Work and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs and will restore the site to the same general conditions that existed prior to the commencement of its operations. The cost of final cleaning up will not be paid for under any specific scheduled item but will be included in the prices bid for the various items or included in the Contract lump sum price as the case may be.
 - d. The Contractor 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 its Work, or existing Work, due to its operations.
5. Snow and Ice Removal: Contractor must remove snow and ice which may impair progress of Work, be detrimental to workers, or impair trucking to and from point of delivery at job site, all subject to no interference whatsoever to aircraft, to other operations at the airport and subject to whatever directions the Commissioner may give to the Contractor.
6. Glass Breakage: All glass broken or damaged during construction will be replaced by the Contractor or Subcontractor responsible for the breakage or damage. In the event responsibility cannot be determined, the Contractor will make all such replacements without additional cost to the City.
7. Sanitation.
 - a. The Contractor must enforce among its employees such regulations in regard to cleanliness and the disposal of garbage and wastes including Hazardous Materials as will be conducive to their health and tend to prevent the inception and spread of contagious and infectious disease among them and will provide an ample supply of suitable, pure drinking water and will take such means as the Commissioner may direct to effectively prevent the creation of a nuisance on any part of the site of the Work or adjacent streets or property.
 - b. Necessary sanitary conveniences for the use of the laborers on the Work, properly secluded from public observation, will be constructed and maintained by the Contractor in such manner and at such points as will be approved and their use will be strictly enforced. Whenever manholes have been used for sanitary purposes, they will be thoroughly flushed and cleaned when no longer needed.
 - c. The manner of disposing of waste will be such that all waste is legally disposed of at properly permitted facilities without creating a public nuisance or health hazard and in accordance with EPA, Illinois EPA and Illinois Department of Public Health Circular No. 815 or Educational Health Circular No. 4.001 and the City of Chicago Municipal Code.

- d. The Contractor must also comply with all rules and regulations of the Federal and State Governments and Chicago Health Department.

8. Public Convenience.

The Contractor will be held responsible for all damage or injury, even though barricades, signs, lights, reflectors and flagmen are furnished as herein specified.

- a. All hauling and operations of equipment and all other necessary operations under this Contract must be so conducted as to cause a minimum of noise, vibration and inconvenience to the normal activities of the occupants of property and buildings in the vicinity of the Work. Whenever the Commissioner determines that any type of operation constitutes a nuisance, the Contractor must, immediately, proceed to conduct its operations in an approved manner.
- b. The Contractor must, at all times, conduct the Work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. Normal vehicular and pedestrian traffic on all adjacent streets, bridges, overpass structures and ramps will be maintained at all times during the performance of the Work under this Contract. Whenever such obstruction or interference is unavoidable, attention is called to the necessity of obtaining permits from the appropriate municipal or public agency before proceeding with the Work. Wherever necessary, the Contractor, at its expense, must provide all temporary facilities that may be required to maintain vehicular and pedestrian traffic and access to all property.
- c. Whenever any part of a street is obstructed or closed to traffic, the Contractor must provide, erect, and maintain at its own cost and expense all of the approved barricades, signs, lights and reflectors necessary to provide safe and convenient public travel. The Contractor must also provide, at its expense, any flagmen that may be required for warning and directing traffic.
- d. The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

The Contractor will be held responsible for all damage or injury, even though barricades, signs, lights, reflectors and flagmen are furnished as herein specified.

C. Compliance with Environmental Laws.

- 1. The Contractor must comply with all Environmental Laws including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants into the environment and to the generation, use, storage, contaminants into the environment and to the generation, use, storage, transportation, or illegal disposal of solid wastes, Hazardous Materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. 11001 et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 415 ILCS 5/1 through 5/56.6), and the Municipal Code of Chicago, each as amended or supplemented, and any analogous future or present local, state or Federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing

liability or standards of conduct concerning any Hazardous Materials or by 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 (collectively, "Environmental Laws").

2. If any Environmental Laws require the Contractor to file any notice or report of a release or threatened release of Hazardous Materials or special wastes on, under or about any premises used by Contractor to perform the services required hereunder, the Contractor must provide a copy of such report or notice to the Commissioner. In the event of a release or threatened release of Hazardous Materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Laws, the Contractor will immediately notify the Commissioner and the City's Corporation Counsel in writing and will provide them with copies of any written claims, demands, notices or actions so made.
3. If the Contractor fails to comply with any Environmental Laws, the City may terminate this contract in accordance with the default provisions of this contract.
4. For purposes of this provision, the following definitions will apply:
 - a. "Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB's), chlorofluorocarbon (CFC) refrigerator gas, petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C. 2011, et seq.) pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. 136, et seq.), and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as "hazardous substance", "hazardous waste", "toxic substance", or contaminant (or comparable term) under any of the Environmental Laws.
 - b. "Special Wastes" means those substances as defined in 415 ILCS 5/3.45, and as further referred to in Section 809.13 of 35 Illinois Code, Subtitle G. Ch. 1.

D. Environmental Permits.

1. The Contractor must show evidence of, and keep current throughout the term of this Contract, all waste hauling, special waste hauling, disposal permits and insurance certificates issued by the applicable Federal, State, City and other local governmental body and agency's Environmental Laws, including but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, and the Clean Water Act, the Illinois Environmental Protection Act, the Municipal Code of the City of Chicago, currently in effect, and as amended during the course of this contract period.
2. When requested by the Chief Procurement Officer, the Contractor must submit copies of all required hauling permits as required by 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. Non-compliance with this requirement may be cause for rejection of bid and/or termination of this Contract.

E. Disposal of Materials, Construction Debris, Soil and Waste.

1. The Contractor is responsible for the legal disposal of all materials, construction debris, soil and other waste items. Hauling and disposal by a subcontractor does not relieve the Contractor from the responsibility of legal disposal. Disposal of all materials, construction debris, soil, and other wastes will 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 applicable Environmental Laws, including but not limited to City of Chicago MCC 2-92-595 and Illinois EPA 35 IAC 1100.

2. The Contractor must provide the Commissioner or his designated representative with copies of all dump tickets, manifests, bills of lading, scale tickets, etc. When requested by the Chief Procurement Officer, the Contractor will provide copies of all permits and/or licenses for the transfer station and/or landfill they are proposing. In the event the transfer station and/or landfill proposed for use by the Contractor does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil, or other wastes, the Contractor will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the City. If the Contractor is found disposing of materials, construction debris, soil or other wastes at a site which is not in compliance with all applicable laws, the Contractor will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site at no additional cost to the City.
3. The Contractor accepts responsibility for being in compliance with all applicable Environmental Laws and other applicable Federal, State, City and other local government and agency laws, ordinances, rules, regulations and codes currently in effect and as amended during the course of this contract.
4. The Contractor must notify the Commissioner within 24 hours of receipt, of any environmental problems, complaints, fines, citations, violations or issues, by any governmental body or regulatory agency against the contractor relating to the loading, hauling or disposal of materials, construction debris, soil and other wastes. The Contractor will provide evidence to the Commissioner that these problems and issues have been satisfactorily addressed.
5. The Contractor must supply notice 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 Contractor is asked to participate.
6. The Contractor must provide periodic verification as requested by the Commissioner that all materials, construction debris, and other waste accepted by the Contractor, from the City of Chicago, has been disposed of in compliance with all Environmental Laws.
7. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- | | |
|-----------|--|
| 7-28-390 | Dumping on public way – Violation – Penalty; |
| 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; |
| 11-4-1560 | Screening requirements; and any other sections listed in Section 11-4-1600 (e) as it may be amended from time to time. |
| 11-4-1905 | Construction or Demolition Waste Recycling; and any other sections listed in Section 11-4-1600 (e) as it may be amended from time to time. |

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 designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

8. This section does not limit the Contractor's and its Subcontractor's duty to comply with all applicable federal, state, county and municipal Environmental Laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.
9. 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.

F. Equipment and Environmental Control During Transport.

1. The Contractor 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 will be designed to prevent spillage during the hauling operation. Contractor's equipment will fully comply with all City, State and Federal regulations, laws and ordinances pertaining to size, load weight, and safety. The City will not be liable for any violation committed on the part of the Contractor in the handling, hauling, disposal or transportation (by any method) of materials, construction debris, soil and other waste. The Contractor must fully comply with all applicable Environmental Laws, including but not limited to the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, and the Clean Water Act, the Illinois Environmental Protection Act, the Municipal Code of the City of Chicago, currently in effect and as amended during the course of this contract period.

G. Environmental Records and Reports.

1. The Contractor must prepare and maintain proper, accurate and complete records of accounts of all transactions related to the operations of this contract, including, but not limited to the following:
 - a. Vehicle maintenance records.
 - b. Safety and accident reports.
 - c. IEPA manifests.
 - d. Disposal records, including disposal site used, date, truck number, and disposal weight.
 - e. Permit documentation and all other documentation and transactions pertaining to all environmental rules and regulations.

H. Ultimate Disposal Site.

1. The Contractor must at the time of submitting its bid, identify approved disposal site(s) or privately owned transfer station(s) to which he has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained by the operators.
2. Disposal sites submitted must be of sufficient capacity to insure acceptance of the volume of materials, construction debris, soil, and other wastes received for the period of this contract. The disposal site(s) must meet all applicable permitting, licensing and zoning requirements.
3. The Contractor must designate by name and location the disposal site(s) as supplemental information on the Proposal Page. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit this information when requested by the Chief Procurement Officer may be cause to reject the bid as non-responsive.

4. When requested by the Chief Procurement Officer, the Contractor must submit copies of all contractual agreements, sanitary landfill permits and/or licenses for those disposal site(s) proposed by the Contractor.
- I. Open Dumping Prohibited.
 1. The removal of all recyclable materials and garbage, refuse or other waste material, including but not limited to, 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 such material pursuant to Section 11-4 of the City of Chicago Municipal Code and all Environmental Laws.
 - J. Services and Use of Site.
 1. Work Area: Part Three of the Contract Documents may assign areas for the Contractor's Field Office staging areas and areas for material storage. After award of Contract, the Contractor may request assignment of a working area. If this assigned working area is not of sufficient size, the Contractor must secure other space away from the Project site at its own expense. The period of use of the assigned working area may not exceed the number of calendar days for completion of the Work as specified in Part One or until Final Completion of the Project.
 2. Temporary Services and Utilities.
 - a. General:
 - (1) The Contractor is responsible for arranging for and providing all general services and temporary facilities as specified herein and as required for the proper and expeditious prosecution of the Work. The Contractor must pay all costs for such general services and temporary facilities.
 - (2) Temporary connections for water, electricity, and heat (including installation, maintenance and removal of such facilities) will be at the Contractor's expense.
 - (3) The Contractor must pay the cost of all temporary utilities including, electricity, gas, water, and telephone during the construction period.
 - b. Water:
 - (1) The Contractor must provide temporary water connections as required for drinking and construction purposes.
 - (2) The Contractor will note that the Commissioner reserves the right to regulate the use of water, and may impose restriction on the use in the event water is being used carelessly by the Contractor.
 - (3) Water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes will be provided by and at the expense of the Contractor. The water must be obtained from the mains of the Chicago Water System, except as may be provided in the Detail Specifications. Except with special permission from the Commissioner and the Department of Water Management, connections for water will not be made to the City's fire hydrants.
 - c. Light and Power: The Contractor must furnish the electrical energy 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.

3. Temporary Heating During Construction.
 - a. The Contractor must provide temporary closures or enclosures for all exterior doors, windows, roof or other types of exterior openings as required to provide protection from the elements during construction. It is the Contractor's responsibility to keep water in pipes from freezing and to maintain temporary heat in areas where finish Work is being performed at not less than 50 F. Finish work includes, but is not limited to: masonry, plastering, painting, millwork, and other temperature sensitive work. Heating period will be from approximately October 1 to May 30 unless conditions warrant otherwise.
 - b. The Contractor must furnish, install, operate and maintain all required temporary heating equipment, and will provide and pay all fuel costs. Oil fired or gas heating units will be self-contained units, which will be furnished, in sufficient number and adequate capacity to conform with the requirements for temporary heat stated above. Each oil-fired or gas-fired unit will be properly vented as required to dissipate noxious fumes and prevent discoloration of building construction. Temporary electrical connection will be provided by the Contractor.
4. Temporary Construction Facilities.
 - a. General: Unless otherwise specified, the following temporary construction and temporary facilities must be provided and maintained by the Contractor throughout the construction period and remove same at the completion of the Work.
 - b. Toilets: The Contractor must provide portable chemical toilet facilities at the site for all workers employed on the Project as soon as construction operations commence. Toilet facilities must be serviced twice weekly, which will include draining tank, refilling, 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.
5. Contractor's Field Office.
 - a. When required by Part Three of the Contract, the Contractor must provide a temporary building or mobile type field office, for its own use, of such size and containing such equipment as its Contractor deems necessary to conduct the operations. The Field Office must be provided with a telephone for Contractor's superintendent and telephone for use by others during the entire period of construction.
 - b. The Contractor's authorized agent must be present at its field office at all times while its Work is progress. Readily accessible copies of both the Contract Documents, Contract Modifications and the latest approved working drawings and Shop Drawings must be kept at this field office.
 - c. When required by Part Three of the Contract, the Contractor must supply the field office, furnishings, equipment, supplies and vehicles specified in Part Three of the Contract for the City's field supervision staff.
6. Working Space.
 - a. The Contractor shall provide, on the premises, working space for its use and for each of its Subcontractors requiring on-site working space. The Contractor must also 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 shall be approved by the Commissioner.

- b. The Contractor must maintain, throughout the construction period, all Work areas in a clean and orderly condition and take whatever precautions may be necessary adjacent to the Work. Where construction materials are to be stored or Work performed in working space outside a building, the Contractor must provide necessary protection for walks, pavement, etc. Any damage to Work due to improper protection must be cleaned, repaired, or replaced by the Contractor at no additional expense to the City.

7. Parking Restrictions.

- a. Except to the extent that the Commissioner has made parking available, the Contractor must, at all times, require its employees to park their automobiles in the customer parking lots at the airports or at non-airport locations.
- b. The Contractor's and Subcontractor's employees must not at any time park their automobiles, no matter how short the duration, in any drive, road, or any other location within the boundaries of the airports.
- c. The Commissioner may authorize parking at the Contractor's designated storage area if existing conditions permit.

8. Project Sign: A Project sign is to be erected by the Contractor, when required by Technical Specifications, at a location designated by the Commissioner. Upon project completion the sign must be removed by the Contractor. The Project sign will be constructed of treated exterior grade plywood; painted, installed and placed as directed by the Commissioner.

9. Heaters in temporary offices and sheds must be properly installed and precautions taken to protect combustible walls, floors, and roof.

K. Storage.

1. Storage of Materials.

- a. If it is necessary to store materials, they must be protected in such a manner as to insure 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. The Contractor must store materials in the areas provided as working areas by the Contract Documents. If no areas are provided, or if the areas provided are insufficient, the space required will be provided by the Contractor at its expense. Upon completion of the Work, storage sites and working areas must be cleaned and restored to their original condition by the Contractor at its expense.
- b. All materials and equipment must be received at the Work undamaged. The Commissioner will have the right to reject any method of packing and shipping which, in the Commissioner's opinion, will not adequately protect the materials and equipment against damage while they are in transit or storage or which will damage existing structures.
- c. Only such materials and equipment as are necessary for the construction of the Work, as determined by the Commissioner, will be placed, stored, or allowed to occupy any space at the site of the Work. If gasoline, flammable oils, or other highly combustible materials are to be stored at the site, they will be stored in approved safety containers and placed where directed by the Commissioner. Compressed gas cylinders must also be properly secured and stored.

- d. All materials or plant used in the construction of the Work must be so placed as to allow free access to all fire hydrants, water valves, gas valves, manholes that are part of electric, telephone and telegraph conduit lines and all fire alarm and police call boxes in the vicinity.
 - e. No material or equipment may be stored or staged on the Aircraft Operations Area without written permission from the Commissioner. If allowed, the material and equipment must be stored and/or staged subject to the directions of the Commissioner.
2. Storage Sheds: The Contractor and each Subcontractor must provide suitable watertight storage sheds for their own use as required. The Contractor and each Subcontractor must be responsible and pay for extending electric services to their storage shed; however, such electrical Work will be performed by an electrical Subcontractor. Materials stored in the open will be arranged in an orderly manner and properly protected.
- L. Equipment and Falsework.
1. Equipment: All equipment owned or controlled by the Contractor, which is proposed to be used on the Work, must conform to the specifications for specific items of equipment. If not specified, equipment to be used on the Work is subject to the approval of the Commissioner under the provisions of the Section XIV.K.2, "Construction Procedure, Methods and Equipment."
 2. Welding:
 - a. No welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, will be allowed without adequate protection, subject to approval of the Commissioner.
 - b. All combustible or flammable material must be removed from immediate working area. If removal is impossible, all flammable or combustible materials will be protected with a fire blanket or suitable non-combustible shield to prevent sparks, flames, or hot metal from reaching flammable or combustible materials.
 - c. The Contractor 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.
 - d. All welders must be certified within the last eighteen months.
 - e. A Hot Work Permit, as listed in the Safety Manual must be displayed for all welding work.
 3. Temporary Stairs, Ladders and Equipment:
 - a. The Contractor must furnish and maintain all equipment such as temporary ladders, ramps, runways, hoists, scaffold, and similar items required for proper execution of Work. All such apparatus, equipment and construction will meet all requirements of federal, state and local laws concerning the safety and protection of employees. Also, any and all rules, regulations and directions of the CDA, applicable thereto, and all other authorities having jurisdiction over same will be followed.
 - b. No hoist, scaffolding or other equipment may be erected at such location as will interfere with or affect general construction or progress of other trades.
 - c. Hoists, scaffolding or other equipment must be located at sufficient distance from exterior walls to prevent staining or marring of any permanent Work.

d. All suspended scaffolding and staging must be lowered to ground level at the end of each workday.

4. Temporary Barricades and Enclosures:

a. The Contractor must provide temporary barricades or enclosures as required during the progress of the Work to protect personnel and separate work areas from the balance of building and other areas.

b. Temporary work screens or enclosures must be provided, erected and maintained by the Contractor, to separate pedestrian or vehicular traffic and building areas free of noise, debris, dirt, etc. resulting from this Work, including provisions of all required protection for passers by and building occupants against all danger of injury, as approved by the Commissioner.

c. All protective measures must be erected and maintained in accordance with the requirements of City, State and Federal authorities and as directed by the Commissioner, inclusive of all night and warning lighting as hereinafter required under Section XV.B, "Airport Operations."

M. Cooperation Among Contractors.

1. Unless otherwise provided in the General Conditions, if separate contracts are let for Work within or adjacent to the Project site as may further be detailed in the Contract Documents, each contractor must conduct its Work so as not to interfere with or hinder the progress of completion of the Work being performed by other contractors.

2. Each contractor involved will assume all liability, financial or otherwise, in connection with its Contract, and must protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of the same improvement. Each contractor must assume all responsibility for all Work not completed or accepted because of the presence and operations of other contractors.

3. The Contractor must arrange its Work and placement and disposal of the materials being used so as not to interfere with the operations of other contractors within or adjacent to the limits of the project site. The Contractor must join its Work with that of others in an acceptable manner and will perform it in proper sequence to that of others.

N. Injuries To Contractor's Employees.

Contractor agrees to assume entire liability for all personal injury claims suffered by its own employees asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon Worker's Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend the City and its design professionals and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnities' own negligence. Contractor further agrees to require all of its subcontractors to agree to this contract provision.

END OF XIV

XV. AIRPORT SECURITY AND OPERATIONS

A. Airport Security and Badging.

1. This Agreement is expressly subject to 49 U.S.C. Chapter 449, Security, the provisions of which, and all rules and regulations promulgated thereunder, are hereby incorporated by reference. Contractor must comply, and must cause its subcontractors, guests and invitees to comply, with all such rules and regulations as they apply to them and any other applicable rules and regulations governing the conduct and operation of the City's Airports which may be promulgated from time to time by the Transportation Security Administration, the FAA or the Commissioner of Aviation.

If Contractor, or any Subcontractor or individual employed by Contractor, in the performance of this Agreement, has (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport; (ii) unescorted access or regular escorted access to secured areas of the Airport, or (iii) capability to allow others to have unescorted access to secured areas, Contractor is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such investigations (including the submission of fingerprints to the City to conduct criminal history record checks) as the Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA") and the City may consider necessary. All such individuals that pass the requisite investigation will be required to participate in a security awareness program and will be issued an identification badge that must be visibly displayed at all times while on the airfield or other secured areas of the airport, consistent with federal requirements and Aviation regulations. They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Under Secretary of the TSA, and by the City.

Failure to comply with applicable rules and regulations may result in administrative actions and/or judicial prosecution. The Contractor will be jointly liable for any fines imposed for violation of rules and regulations by its employees and those of its Subcontractors, guests, and invitees.

2. The Contractor must apply for a CDA Airport Security Badge for each of its employees, Subcontractors, material suppliers, invitees, consultants or other persons the Contractor employs during the progress of the Work. Each person requiring regular access to airside areas of the Airport must submit a signed, completed "Access Control Photo ID Badge and Fingerprint Application", to the CDA to receive an Airport Security Badge, which may include authorization to drive on the Aircraft Operations Areas (AOA). However, if the person does not go through security to the airside more often than seven (7) days, over the duration of the project, that person may be escorted by an individual with an airport security badge.
3. Airport Security Badges: Each person requiring regular access to Airside areas of the Airport must submit a signed, completed "Access Control Photo ID Badge and Fingerprint Application," to the CDA to receive an Airport Security Badge, which may include authorization to drive on the AOA. Prior to issuance of the Airport Security Badge, the employee must complete the TSA required training class.

The Federal Aviation Administration, TSA, and City requires employees of Contractors and all Subcontractors to provide fingerprints for a criminal history check conducted by the Federal Bureau of Investigation as a requirement to apply for an Airport Security Badge.

Employees without proper credentials will be removed from the AOA or any secured area of the airport.

4. Airfield Access Vehicle Permits: In order for the Contractor to be issued Airfield Access Vehicle Permits for operation of a vehicle on the AOA, the Contractor must submit a "Company Vehicle Access Form – AIRFIELD." The Contractor is responsible for requesting and completing these forms for all vehicles to be used on the project site.

Vehicles without proper credentials will be removed from the AOA or any secured area of the airport.

5. The following rules related to Security Badges, Vehicle Permits, Driver's Licenses must be adhered to:
 - a. Each person must wear and display an Airport Security Badge issued to that person on his or her outer apparel, above the waist, at all times.
 - b. Contractor must ensure that its employees needing an ORD or MDW badge have met the security background checks and training requirements of the Airport Certification Manual and FAR Part 139. This includes, but may not be limited to:
 - i. 10-year employee background check (contractor responsibility).
 - ii. Finger printing (completed at ORD or MDW).
 - iii. On all Airside Projects: During the badging process, but prior to receiving ORD/MDW ID badge, all employees shall complete Part 303 (2 hours) training, the cost for which is incidental to the Contract.
 - a. Annual 303 Training. This training is required for all construction personnel that will be issued a ORD or MDW identification badge, except when issued a red badge. If an employee is issued a green badge, with or without driving privileges (yellow stripe), this training must be completed prior to application for the initial badge and repeated annually prior to badge renewal. This requirement applies to all Contractors and Sub-Contractors.
 - iv. Vehicle driver testing (completed at ORD and/or MDW)
 - c. All individuals operating a vehicle on the AOA must be familiar and comply with motor driving regulations and procedures of the State of Illinois, the City of Chicago, and the CDA. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver Licenses. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Airport Security Badge that includes authorization to drive on the Airside. In order to receive a badge authorizing operation of a vehicle on the AOA, the individual must attend mandatory training and pass a written examination.
 - d. All vehicles and mobile construction equipment which are to be in use on the AOA for more than seven (7) days over the duration of the project, must have an Airfield Access Vehicle Permit affixed to the vehicle at all times while operating on the Airport. All vehicles and construction equipment are subject to search as they enter the AOA or any time thereafter. In addition, all required City stickers and State Vehicle Inspection stickers must be valid.
 - e. Escorted vehicles or equipment that will be in use on the AOA for less than seven (7) days over the duration of the Project, that do not have an Airfield Access Vehicle Permit are required by the TSA to be inspected as they enter the AOA.
6. Access to the Work sites will be as shown or designated on the Contract Document drawings. The Contractor will use only designated access gates, service roads or haul roads while on Airport property.
7. Whenever the Contractor receives permission to enter airport property in areas, which are exit/entering points, not secured by Airport Security police, the Contractor will be required

to provide gates that comply with Airport design and construction standards. Two (2) bonded security guards will be required at the gates when the gates are in use. The locks will be provided by Airport Security. Failure to provide the necessary security will result in an immediate closure by Airport personnel of the point of access. No extension of time will be allowed for the execution of Work if the Contractor is required to gain access through Airport Security exit/entry points.

8. The Commissioner will determine areas in which the Contractor may stockpile materials, and park equipment, or vehicles, and any conditions related thereto.
9. Damage to any security fencing, gates, or alarms caused by the Contractor must be manned by a bonded security guard of the Contractor until restored and must be restored to its original condition within an eight (8) hour period from the time of notice given by the Commissioner.
10. Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner and must be manned by a bonded security guard of the Contractor on a twenty-four (24) hour basis during the period of temporary removal and must be restored to its original condition when construction is completed.
11. Weapons, alcohol, illegal drugs, or other contraband are not allowed on the Airport.
12. All Contractor's personnel and vehicles working within the airport security limits will be properly identified. All Airfield Access Vehicle Permits and Airport Security Badges will be issued to the Contractor by the Commissioner, as required. Return of all Permits and Badges to the Commissioner after completion of the Project is the responsibility of the Contractor. Final Contract Payment will not be made until all Permits and Badges issued have been returned to Aviation Airport Security at the Airport.
13. The Contractor must place signage that identifies the Project, on all vehicles and equipment used at the Airport. The size of the signage and information to be provided will be determined by the Commissioner.
14. Certified Flagger Training: Under the requirements of Advisory Circular (AC) 150-5370-2F, all personnel flagging on an airport must be familiar with the specific requirements and limitations of the construction project and taxiway crossing areas. All Contractor flaggers are required to attend the Airport flagger training program.

B. Airport Operations.

1. The Airport will be in operation while construction under this Contract is taking place. Time and coordination of the Work is an essential feature of this Contract, and the Commissioner will require the completion of all Work herein specified so as to offer the least obstruction and/or impediment to Airport traffic and the general operation of the Airport. All existing utilities serving the Airport will remain in continuous operation during the prosecution of the Work. The Commissioner reserves the right to place sections of the Work required under this Contract in use upon written direction to the Contractor.
2. The Contractor's attention is called to the fact that existing runways, taxiways, vehicular roadways, loadways, loading aprons, and passenger right-of-ways at the Airport are being used for scheduled and unscheduled aircraft. Arrivals and departures are under the control of the FAA Air Traffic Control Tower. Use of the Airport by all aircraft and Airport Operations will have precedence over all Contractor's operations.
3. The Contractor must cooperate fully with the CDA Airport Operations and the Commissioner in all matters pertaining to public safety and airport operations. No compensation will be allowed for any delays as a result of Airport Operations, which require that Work must be interrupted or moved from one part of the site to another.

4. Prior to start of the Project, the Construction Manager will provide specific requirements and/or instructions, which are applicable to the particular building site areas.
 - a. Federal Aviation Regulations (FAR) 139 Training (303 Training) is available through the CDA. No employee of Contractor, or Subcontractors, or Vendors shall be permitted to enter Airfield Operations Area (AOA) lacking successful completion of training for any reason.
5. The Contractor must not permit or allow its employees, subcontractors, material suppliers, invitees or any other persons over whom the Contractor has control to enter or remain upon, or to bring or permit any equipment or materials to remain upon, any part of the runways, taxi-ways, vehicular roadways, aprons, and passenger right-of-ways if any hazard to aircraft or to airport maintenance and operation, on or off the ground, would be created in the opinion of either the Commissioner or the CDA Airport Operations.
6. The Contractor must plan its construction operations so that material, equipment, supplies, and working personnel necessary to do the Work will enter and leave the Contract site via the gates and routes designated on the Contract Documents. No personal vehicles will be permitted within the AOA. The Contractor will be responsible for the construction, repair, and/or maintenance of all haul roads to and from the designated entrance to various Work sites.
7. All equipment and materials on the AOA must be marked with red obstruction lights, of a type acceptable to the Commissioner and Airport Operations. All obstruction lights will be kept on continuously, twenty-four hours a day, seven days a week.
8. Each vehicle and piece of equipment on the AOA must have a yellow rotating beacon or strobe light, in operation at all times, mounted on the roof.
9. The Contractor, through the Commissioner and City Aviation and FAA Airport Operations Personnel, must be in constant communications to insure safe operations on the airfield. The Contractor will notify the Commissioner forty-eight (48) hours prior to requesting the closing of any area so that the Airport Operations Personnel can properly coordinate the activities of the Airport and the Contractor.
10. All Vehicles and equipment must be kept within the work areas established for that work shift unless traveling to or from the project site. Under no circumstances shall vehicles or equipment be parked outside these areas. At no time shall any vehicles be parked, staged, or operated within the object free area (OFA) of an open taxiway. Work is permitted in the object free area of a runway while the runway is open, however, all equipment and material must be moved or relocated outside the OFA at the completion of the work day. Excavations are permitted within the OFA but all stockpiles must be removed. At no time shall any vehicles or equipment be parked within one hundred sixty (160) feet of the centerline of an operational taxiway segment or within four hundred (400) feet of the centerline of an operational runway (object free area) during periods other than the work shifts.
11. Extreme care must be taken when locating existing underground utilities. Contractor shall properly complete FAA Locate Request forms, submit them to the FAA Technical Operations office and simultaneously transmit a copy to the Construction Manager. Contractor shall designate an on-site person to monitor utility locating activities. Hand excavation and appropriate equipment shall be utilized wherever and whenever appropriate. DIGGER, JULIE, FAA and AGI shall be consulted to insure that utility locations are correctly marked.
12. The Contractor must maintain existing utilities in operation at all times except when specific permission is given by the Commissioner to shut down such utilities for the purpose of making connections thereto. When such utility service must be taken out of operation, the Contractor will notify the Commissioner at least seventy-two (72) hours in

advance of such time, and will obtain the Commissioner's approval for such shut down prior to interrupting the service. Interruption of service on all utilities will be kept to an absolute minimum, and the Commissioner will have the right to require the Contractor to perform Work which occasions such interruptions in stages in order to reduce time of each interruption. Interruptions in electrical services and the length of services outage will be kept to a minimum and in any case service must be placed in operation prior to sunset of the same day.

13. The Contractor must take the utmost care in construction operations such as trenching, jacking of pipe and casing, excavations of all types, grading and movement of vehicles over and around FAA facilities, equipment and structures. All such facilities are critical to the operation of the air traffic control function of the Airport. Failure of these facilities due to construction activity would be dangerous. The FAA regards the prospect of this event with the utmost gravity. IT MUST NOT HAPPEN.
14. Any cable or other existing utility lines that is damaged during the performance of this Contract must be repaired immediately by the Contractor, under the Commissioner's direction and at the Contractor's expense. During the period of time that the above types of cables or utilities are out of service due to the Contractor's operations, all Work must be suspended unless otherwise directed by the Commissioner. The Commissioner may order, in writing, the Contractor to halt all operations until service is restored. The Contractor will not be allowed to make claims for extra costs or time extensions due to stoppages of the Work based on the Commissioner's order.
15. Open trenches and excavations at the construction site must be prominently marked with barricades and lighted with flashing or steady burning red obstruction lighting as directed by the Commissioner and of a type acceptable to the Commissioner. The lighting must remain on twenty-four hours a day, seven days a week. Under no circumstances are flare pots to be used.
16. The Contractor must provide and maintain lighted barricades and all signs required to control construction traffic. The exact location and spacing of all barricades will be determined by the Commissioner. Lights on barricades must be double faced or 360 degree visibility with flashing red lights.
17. All the Work under this Contract is in restricted areas. The Contractor cannot cross any active runways or taxiways to deliver materials or workers without escorts and expressed permission of the Commissioner. The Contractor's attention is called to the fact that access to certain contract areas may be limited and/or refused for limited periods of time. The Contractor must cooperate with Airport authorities to keep the Airport in operation.
18. No requirements of this Contract with respect to precautions required or omitted will be deemed to limit or impair any obligations assumed by the Contractor under or in connection with this Contract. The Contractor must at all times maintain adequate protection to safeguard aircraft, the public, and all persons engaged in the Work without interference with aircraft, the public, and maintenance or operations of the Airport.
19. Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor and all subcontractors, material suppliers, laborers, invitees and all other persons under the control of the Contractor must immediately comply, strictly, with any and all rules, regulations and directions which the Commissioner from time to time, issues during the life of the Contract with regard to safety, security, maintenance, and operations of the Airport.
20. Contractor must use "Airport Barricades" as shown on the Contract Drawings to prevent Aircraft from entering construction areas.

21. All cranes or booms used for construction Work must be lowered to ground level during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in the FAA 7460 airspace study response letter and moved outside the object free area for all open runways and taxiways. The Contractor must lower any cranes or booms when notified by Airport Operations personnel.
22. 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 oily, greasy and/or chemical materials or Hazardous Materials into waterways or City sewers will not be permitted.
23. The Contractor must establish a proactive Foreign Object Debris (FOD) Program including monitoring the Work Site on a continuous basis to prevent FOD from entering the AOA.
24. It is important that all contractors and sub-contractors are familiar with and knowledgeable of the rules, regulations, and procedures of the Chicago Department of Aviation (CDA) Spill Prevention and Control Program (SPCP). These procedures apply to all personnel working on the project. All spills, including but not limited to: fuel, oil, deicing chemicals, and solvents, regardless of volume, must be reported to the O'Hare Communication Center (OCC) and O'Hare Airport Operations. The OCC will dispatch the Chicago Fire Department (CFD) to determine the severity of the spill, assist with spill containment, cleanup, and/or oversight if necessary. The CFD will issue the official volume of product released for the responsible party's use in notifying the appropriate agencies, if required.

The Contractor will take all necessary precautions to prevent spilled fluids from reaching any surrounding sewers or waterways if it can be done without harm to any personnel. Any spill must be surrounded immediately with approved containment materials, the site secured, and the OCC contacted.

All personnel shall handle hazardous materials according to the guidelines as defined by the product Safety Data Sheets (SDS), formerly referred to as MSD sheets. Extra attention must be paid during all fueling operations.

Any person that causes or witnesses a spill anywhere on the airfield must first report it to the OCC. All contractors are required to have clean up and spill kits on site at all times when equipment is in use. Kits are to be of adequate size to handle fuel or oil spills for the size and amount of equipment in use on the project at any specific time. The Contractor must develop and submit a spill prevention and control plan and incorporate the procedures into the project-specific Safety Plan Compliance Document (SPCD).

25. All runway safety areas are to remain clear of all personnel and equipment while the runway is open and available for use. **NO WORK SHALL TAKE PLACE IN THE RSA AND TSA UNLESS THE RUNWAY IS CLOSED TO AIR TRAFFIC OPERATIONS.**
26. Work is permitted in the runway and taxiway object free area. However, at the completion of each work day, no stockpiles, material, or equipment are permitted within the Runway Object Free Area (ROFA). Excavations are allowed provided they are barricaded and protected to a level approved by the Commissioner.
27. All excavation will be protected with snow fence or equivalent and barricades with red 360 degree visible lights.
28. Vehicles, equipment, material and stockpiles allowed to remain outside the ROFA will not penetrate Federal Aviation Regulations (FAR) Part 77 imaginary surfaces (particular, but not limited to the Primary Surface and Transition Slope).

C. Construction Notices to Federal Aviation Administration.

1. The CDA will submit a preliminary Federal Aviation Administration Form 7460-1.
2. The Contractor must cooperate with the CDA in the preparation and filing of the final Federal Aviation Administration FAA Form 7460-1 including the heights and locations of equipment to be used for the construction.
3. The Contractor will submit the final Federal Aviation Administration, FAA Form 7460-1, required for notice of proposed construction, including heights and locations of equipment to be used for the construction on or near an airport under Part 77, of the "Regulations of the Federal Aviation Administration" on or before the date of the Notice To Proceed.
4. The CDA will also file with the Federal Aviation Administration on or before the date of the Notice To Proceed, a notice advising the exact date of commencement of Work.
5. Upon receipt of the Notice of Proceed, it is the Contractor's responsibility to obtain from the Commissioner a copy of the Federal Aviation Administration's acknowledgment of the filing of FAA Form 7460-1 and a copy of the Work commencement date advisory notice aforesaid. No Work will be performed by the Contractor until it is in receipt of the foregoing documents unless otherwise allowed by the Commissioner.
6. In addition to the 7460 application, the CDA will submit a Construction Safety Phasing Plan (CSPP) for the project. The Contractor is required to review the CSPP and submit a Safety Plan Compliance Document (SPCD). Work within the AOA is not permitted to begin until the SPCD has been reviewed and approved by CDA.

D. Confidentiality of Project Data.

Unless agreed otherwise by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to or by Contractor in connection with this Contract (collectively, "Project Data") are property of the City and are confidential. Contractor agrees that, except as specifically authorized by the Commissioner in writing or as may be required by law, Project Data will be made available only to the Commissioner, his designees, and, on a need-to-know basis, Contractor's employees, Subcontractors, material suppliers and consultants. Contractor acknowledges that Project Data may contain information vital to the security of the airport ("Airport Security Data"). If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

E. Confidentiality of Airport Security Data

Contractor acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Contractor in connection with this Contract. Contractor has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements,

procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services in relationship to this Contract, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

END OF XV

XVI. INSURANCE, INDEMNITY AND BONDS

A. Indemnity.

1. The Contractor agrees to protect, defend, indemnify, and hold the City, the Construction Manager, and their respective officers, officials, representatives, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract except as otherwise provided in 740 ILCS 35. The indemnification provided herein will be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the City, including but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract.

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

2. The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the Work or allege negligence on the part of the Indemnified Parties. The City will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Contractor of its obligations hereunder.
3. "Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by Contractor, its 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 the same be owned, furnished, or loaned by the indemnified Parties.
4. The Contractor will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder and to give the Indemnified Parties authority, information, and assistance for the defense of any claim or action.

B. Performance and Labor & Material Payment Bonds.

1. The Contractor will, within five (5) calendar days of receipt of written notice from the City, deliver to the Chief Procurement Officer a Performance and Payment Bond in the amount of 100% of the Contract value. Such bond shall comply with the provisions of 30 ILCS 550/1 et seq., as amended, and of Chapter 2, Section 2-92-030 of the Municipal Code of Chicago, as amended. The surety or sureties issuing the bond must be acceptable to the City Comptroller and the bond must be in the form attached to Part One. The surety for the bond must appear on the listing of sureties approved by the U.S. Department of Treasury in its Circular 570 and shall be a Best's Key Rating Guide of "B+", Class XI, or greater. The surety must have bonding capacity per Circular 570 equal to or in excess of the Contract Price without need for reinsurance. The bond shall remain in effect for the

warranty period required by the Contract. Contractor may not change its surety without prior written consent of the Chief Procurement Officer

2. If at any time the surety or sureties, or any one of them, upon such bond become insolvent, or shall be in the opinion of the Chief Procurement Officer be unsatisfactory or unable to respond in damages in case of liability on such bond, the Chief Procurement Officer will notify the Contractor and direct that a satisfactory surety or sureties be provided forthwith.
3. No payment shall be made on account of Work done by the Contractor until satisfactory sureties have been provided as directed. In case of neglect, failure, or refusal of the Contractor to provide satisfactory sureties when so directed within ten (10) days after such notification, the Chief Procurement Officer may declare this Contract forfeited, but such forfeiture shall not release the Contractor or its surety or sureties from any liability which may have accrued prior to, on or after the date of forfeiture.

C. Insurance.

The Contractor must procure and maintain at all times, at Contractor's own expense, until Final Acceptance of the Work, during the warranty period, and during the time period following final acceptance, if Contractor is required to return and perform additional work for any reason, the types of insurance specified in Part One of the Contract Documents, with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, whether performed by the Contractor or by Subcontractors. If the Contractor returns to do any Work on the Project after final acceptance, including Warranty or any other repair work, the Contractor and any Subcontractors must procure the insurance coverages required by Part One of the Contract, and provide certificates of insurance for the coverages to the Commissioner, prior to beginning the work. Upon written request by the Commissioner, the Contractor will allow the Commissioner to review and copy any original insurance policies that the Contractor is obligated to maintain under this Contract.

1. The Contractor hereby waives any and every claim for recovery from the City for any and all injuries and losses arising under this Contract or in any way related to the Work, including but not limited to any claim for personal injury loss of or damage to the Work or to the contents thereof, which injury, loss, or damage is covered or should be covered pursuant to the insurance requirement of this Contract. As this waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), the Contractor agrees to give each insurance company which has issued, or in the future may issue, its policies of insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the City.
2. The City Risk Management Department reserves the right to change, modify, or delete these requirements, including without limitation the right to request that the Contractor provide additional types of insurance.

END OF XVI

XVII. CLAIMS AND DISPUTES

A. Claims.

1. This provision of the Contract applies to Change Claims under Article X and all other claims made under the Contract (collectively, "Claims").
2. Any claim made by the Contractor regarding the Project must be made in accordance with the requirements stated below.
 - a. The Contractor expressly consents to both the time requirements and notice content requirements for making a Claim or Dispute under this Section XVII. The Contractor acknowledges that the notice requirements set forth in this Section XVII will be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Section XVII will constitute a waiver of the Contractor's right to make a Claim or submit a Dispute to the Chief Procurement Officer. The Contractor further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Section XVII will not be subject to or diminished by any claim on the part of the Contractor that the Commissioner or Chief Procurement Officer or any person acting on behalf of either of them had actual or constructive knowledge of any Claim or Dispute or any facts or circumstances supporting any such Claim or Dispute.
 - b. The Contractor must notify in writing the Construction Manager of any Claim of site conditions differing materially from those indicated in the Contract documents as required by Article III.
 - c. The Contractor must provide a Notice of Claim, in writing, to the Construction Manager of any Change Claim as required by Section X.
 - d. The Contractor must provide Notice of Claim in writing to the Construction Manager of any claim related to time as required by Article VIII.
 - e. The Contractor must provide a "Notice of Claim" to the Construction Manager within ten (10) days of being notified by the Construction Manager that a payment deduction will be made for placement of asphalt or concrete, based on the percent within limits calculation in the Technical Specifications if the Contractor does not agree to the payment deduction.
 - f. The Contractor must provide notice in writing to the Construction Manager of any other Claim that may be made, within five (5) days after starting the work that is affected by the Claim. The Notice of Claim shall be referenced as a Notice of Claim Related Work and must state the nature of the Claim, the Work that is affected by the claim, and the anticipated duration of the Work.
 - g. If the Contractor and Construction Manager are unable to agree on the adjustment of Contract price and/or Contract Completion Date in connection with a Notice of Claim, the Contractor must, within fifteen (15) days of completing the related work, provide written notice to the Construction Manager of the amount of adjustment in Contract Price and/or Substantial Completion Date sought by the Contractor and the contractual and factual basis for each. The Contractor will also designate this document "Notice of Claim."
 - h. The Construction Manager will, within thirty (30) days from the date of receipt of the Notice of Claim, respond by: requesting a meeting with the Contractor; making a written request for additional information from the Contractor including but not limited to a general statement of the basis for the Notice of Claim, the facts underlying the Notice of Claim, the notice to the Construction Manager of the event that gave rise to

the Notice of Claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the Notice of Claim; taking other action to attempt to resolve the Notice of Claim; and/or advising the Contractor in writing that it should file a Claim with the Commissioner. Any steps taken by the Construction Manager to resolve the Notice of Claim will not exceed sixty (60) days from receipt of the Notice of Claim unless the Contractor agrees to an additional amount of time in writing. The Contractor and Construction Manager may agree on a proposed adjustment of Contract Price and/or Contract time in resolution of a Notice of Claim, which proposal is subject to approval by the City in a Contract Modification under the requirements of Section X.D.

- i. If the Notice of Claim cannot be resolved between the Contractor and the Construction Manager within the time frame stated in Section X.G.3 for a Notice of Claim for a Change Claim or Section XVII.A.2.g for all other Notices of Claim, the Contractor must file a Claim with the Commissioner within ten (10) days of being advised to do so by the Construction Manager.
- j. The Claim will include: a general statement of the basis for the Claim, all the facts underlying the Claim, of copy of the Notice of Claim to the Construction Manager of the event that gave rise to the Claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the Claim. The claim must be certified by the Contractor. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:
 1. The claim is made in good faith;
 2. The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
 3. The amount of the claim accurately reflects the amount that the claimant believes is due from the City, and
 4. The certifying person is duly authorized by the claimant to certify the claim.
- k. The Claim must be sent by the Contractor to the Commissioner and copied to the Construction Manager.
- l. The Commissioner has fifteen (15) days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed ten (10) days, to render the "final decision". If the Commissioner does not render a "Final Decision of the Commissioner" within the prescribed time frame, then the claim shall be deemed denied by the Commissioner.
- m. After receiving the Commissioner's final decision, the Contractor must accept the final decision of the Commissioner or file a Dispute with the Chief Procurement Officer within thirty (30) days in accordance with Section XVII.B, "Disputes".
- n. If the Contractor accepts a final decision of the Commissioner which includes an adjustment in Contract Price and/or Contract Completion Date, it is subject to execution of a Contract Modification in accordance with Section X.D.
- o. If the Contractor does not accept a final decision of the Commissioner and fails to file a Dispute with the Chief Procurement Officer within thirty (30) days, this will constitute a waiver of the claim and dispute. In the event of such waiver, the Commissioner may file a Dispute, pursuant to Section XVII.B, with the Chief Procurement Officer seeking a final decision as to the Claim.

B. Disputes.

1. Contractor's Request: In the event of any dispute between the Contractor and the Commissioner which the Contractor and the Commissioner have attempted, but been unable, to resolve including without limitation changes, time extensions, claims, allowable costs or any other issues of fact or Contract interpretation based upon, relating to, or arising under the Contract, a request for resolution must be submitted to the City Chief Procurement Officer by the Contractor for final determination; however, the default or termination of the Contractor are not matters that may be disputed under this provision of the Contract. The Contractor's failure to submit the dispute within thirty (30) days of final decision of the Commissioner is a waiver of the dispute. The Chief Procurement Officer may consider issues of Contract interpretation in connection with decisions to be made in resolving disputes.
2. Request Requirements: Requests for resolution of disputes must be made by the Contractor in writing, specifically referencing this section, and include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Contractor and Commissioner; 3) the facts underlying the dispute; 4) reference to the applicable provision of the Contract by page and section; 5) the identity of any other parties believed to be necessary to the resolution of the dispute; 6) all documentation which describes and relates to the dispute and 7) if applicable, a statement explaining why the Contractor believes that prior to rendering a final decision, the Chief Procurement Officer should meet with the Contractor, Commissioner's representative or any other parties believed to be necessary to the resolution of the dispute. Copies of the request for resolution of the dispute must promptly be provided to the Commissioner and Construction Manager on the same day it is given to the Chief Procurement Officer. In addition, any correspondence that relates to the Dispute, which the Contractor provides to the Chief Procurement Officer, must be copied to the Commissioner and Construction Manager. The Commissioner shall have thirty (30) days to respond in writing to the Contractor's submission by supplementing the Contractor's submission or to provide its own submission to the Chief Procurement Officer and Contractor. However, the Commissioner may request and the Chief Procurement Officer may allow an additional period of time to respond. Failure by the Commissioner to respond shall not be deemed to be an admission of any allegations made in the request for dispute resolution, but may be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any, at this stage of the dispute. The Chief Procurement Officer's decision may thereafter be reached in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable by the Chief Procurement Officer.
3. Chief Procurement Officer's Decision: The Chief Procurement Officer's final decision shall be rendered in writing no more than thirty-five (35) days after receipt of the response of the Commissioner was filed or was due unless the Chief Procurement Officer notifies the Contractor and Commissioner before the end of the thirty-five (35) day period that an additional period, not to exceed thirty (30) days, is needed for the Chief Procurement Officer to respond. The Chief Procurement Officer's decision shall be conclusive, final, and binding on all parties unless a judicial determination is sought in accordance with the provisions set forth below.
4. Implementation of Decision: The Chief Procurement Officer's final decision shall be implemented through a Contract Modification which shall be made a part of the Contract with or without the signature of the Contractor if the Contractor refuses to sign the Contract Modification.
5. Contractor's Remedy: If either the Contractor or Commissioner does not agree with the decision of the Chief Procurement Officer, the sole and exclusive remedy is judicial review by a common law writ of certiorari. Unless such review is sought within thirty-five (35) days of receipt of the Chief Procurement Officer's decision, all right to seek judicial review is waived.

6. Contractor's Performance of Work: The Contractor may not withhold performance of and must prosecute any Work required by the Commissioner during the dispute resolution period, including judicial resolution. The Contractor must prosecute all of its Work including any disputed Work with the same diligence and effort as if no dispute existed. The Chief Procurement Officer's written determination must be complied with pending final resolution, including judicial resolution of the dispute. Neither the Chief Procurement Officer's determination, nor the actions of the Contractor or the Commissioner in connection therewith, nor the continued performance by either party, shall constitute an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.
7. Administrative Appeal of Dispute: The Contractor must follow the procedures set out in this Article XVII, "Disputes and Claims", and receive the Chief Procurement Officer's final decision as a condition precedent to filing a judicial review of the decision.

END OF XVII

XVIII. EVENTS OF DEFAULT AND TERMINATION

A. Chief Procurement Officer's Right.

The Commissioner may notify and recommend to the Chief Procurement Officer that in the Commissioner's opinion the Contractor has committed an event of default. The Chief Procurement Officer may, at his or her sole discretion, exercise the right to send the Contractor notice under paragraph C.1 or C.2 of this section.

B. Events of Default.

The Contractor's failure to perform any of its obligations under the Contract, including but not limited to the following, are events 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 ensure the completion of Work or any part of the Work within the time specified by the Contract.
3. Failure to perform in accordance with the Contract Documents.
4. Failure to remove materials, repair, or promptly replace Work that was rejected as defective or unsuitable.
5. Unauthorized discontinuance of the Work.
6. Interruption or delay of Work for reasons within Contractor's control, including, but not limited to, labor unrest or disputes.
7. Insolvency, bankruptcy, or assignment for the benefit of creditors that negatively impacts Contractor's ability to pay Subcontractors or perform the Work.
8. Failure to pay Subcontractors or material suppliers.
9. Failure to carry on the Work in a manner acceptable to the Commissioner or in a manner that complies with any laws applicable to the performance of the Work..
10. Failure to comply with federal, state, local, or Airport safety and security requirements, including but not limited to an approved Project safety program.
11. Failure to update its Economic Disclosure Statement to reflect any changes in information, including but not limited to changes in ownership, and to provide it to the City.
12. Use of a Subcontractor without the Chief Procurement Officer's approval.
13. Failure to comply with any other term of this Contract in any material respect.
14. A default by Contractor or Affiliate under any other City contract.
15. The Contractor's failure to be licensed as a "General Contractor" as required by Chapter 4-36 of the Chicago Municipal Code, at all times throughout the term of the Contract or Contractor's loss of its general license.
16. 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.

17. Any violation of the Municipal Code of the City of Chicago, whether or not in connection with the Contract,
18. Failure to comply with any other term of this Contract that states an event of default.

C. Notices.

If there is an event of default the Chief Procurement Officer, in his or her sole discretion, may send the Contractor notice under either subparagraph C.1 or C.2.

1. Contractor's Notification of Termination for Default: If there is an event of default as defined in Paragraph B., the Chief Procurement Officer, at his or her sole discretion, may notify the Contractor in writing that the Contractor is terminated. The Chief Procurement Officer's decision and declaration of default shall be final and effective. Written notification of the default and termination of the Contract shall be provided to the Contractor and its surety by the Chief Procurement Officer.
2. Notice and Cure: In the event the Chief Procurement Officer gives the Contractor notice in writing of actions constituting default, under this Section XVIII.C, the Contractor must cure the default within ten (10) days of receipt of the notice from the Chief Procurement Officer. If the Chief Procurement Officer receives written notification from the Commissioner that the Contractor has not cured the default set out in the notice within the ten day cure period, the Chief Procurement Officer may declare that the Contract is terminated for default. The Chief Procurement Officer's declaration of termination shall be final and effective. Written notification of notice to cure and termination for default shall be provided to the Contractor and surety by the Chief Procurement Officer. The failure of the Chief Procurement Officer to default the Contractor within ten (10) days does not waive the City's right to terminate the Contract pursuant to the cure notice.

D. Remedies.

Upon an event of default as defined in Section XVIII.B, the City may invoke any or all of the following remedies:

1. The right of set off against any payments due or to become due to the Contractor or the Retainage on this Contract or any other contract with the City.
2. The right to take over and complete the Work, or any part thereof, either directly or through others and to hold the Contractor liable for any amounts paid for such Work above those amounts that the City would have paid Contractor for that same Work.
3. The City may use the Contractor's Subcontractors, material and equipment to complete the Work. Upon the City's notification to the Contractor that it intends to invoke this remedy, any and all rights that the Contractor may have in or under its subcontracts must be assigned to the City based upon the collateral assignment required by General Conditions section V.C. The sole obligation accepted by the City under such Subcontracts shall be to pay for Work satisfactorily performed after the date of the assignment. In the event that a conditional assignment has not been executed, the Contractor must execute or cause to be executed any assignment, agreement, or other document which may be necessary, in the sole opinion of City's legal counsel, to evidence or effect compliance with this provision. The Contractor must promptly deliver such documents upon the City's request. In the case of any Subcontract so assigned and accepted by the City, the Contractor shall 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 the result of any error, omission, negligence, fraud, willful or intentionally tortuous conduct, or any other act or omission, or breach of Contract by the Contractor, its officers, employees, agents, and other Subcontractors, arising prior to 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. The Contractor must notify its Subcontractors of these requirements.

4. The right to terminate the Contract as to any or all of the Work yet to be performed. In the event of termination, all costs and changes incurred by the City, together with the cost of completing the Work, will be deducted from any moneys due or which may become due to the Contractor. In case the expense so incurred by the City will be less than the sum which would have been payable under the Contract, if it had been completed by the Contractor and had not been forfeited by the Contractor, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon, which may have been filed or any prior assignment filed with the City. In case the expense incurred by the City will exceed the sum which would have been payable under the Contract, the Contractor and the surety will be liable and will pay to the City the amount of such excess.
5. The right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable.
6. The right of money damages, including but not limited to all expert witness or other consultant fees, court costs, and reasonable attorney's fees which 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 hereunder.
7. The right to withhold all or any part of the Contractor's compensation.
8. The right to declare the Contractor or its Affiliate in default under any other City contract and to deem the Contractor non-responsible in future contracts to be awarded by the City.

E. Nonexclusivity.

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 shall be cumulative and shall be 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 shall impair any such right or power, nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

F. Court Determination.

In the event the Contractor is terminated by the City pursuant to paragraph C.1 or C.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was not justified, such termination shall thereupon be deemed an Early Termination and the provisions of paragraph "H" shall apply.

G. Discretion of Chief Procurement Officer.

1. Whether to declare the Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under Article XVII, "Disputes and Claims" of the Contract's General Conditions.
2. In the event of termination of the Contract by the Chief Procurement Officer under Section XIII.C.1 or C.2, the Commissioner may use the material and equipment, whether owned or leased, which is within the scope of the Work or necessary for the completion thereof which has been paid for by the City (whether located on or off the site), to complete the Work and the Contractor shall receive no further payment until the Work is completed. Upon completion, if the unpaid balance of the price exceeds City's cost of completion, such excess shall be paid to the Contractor. However, if the cost of completion exceeds

the unpaid balance of the price, the Contractor must pay the difference to the City immediately upon demand.

H. Early Termination.

1. The City, through the Chief Procurement Officer, reserves the absolute right to terminate the Work of the Contractor, or any part thereof, by written notice stating the effective date of such termination. Immediately upon receipt of such notice, the Contractor must then provide similar written notice to the affected Subcontractor(s); whereupon such Contractor and Subcontractor(s) must, except for services necessary for the orderly termination of the Work: (i) stop all Work and place no further order or Subcontracts for materials, services, equipment or supplies; (ii) assign to the City, in the manner and to the extent directed, all of the rights of the Contractor(s) under Work orders, purchase orders and Subcontracts or sub-subcontracts relating to the portion of the Work that has been completed; (iii) terminate work orders, purchase orders, and Subcontracts outstanding to the extent that they relate to the Work and are not assigned to the City; (iv) take any action necessary to protect property in the Contractor's possession in which the City has or may acquire an interest; and (v) take any other action toward termination of the Work which the City may direct.
2. Contractor's compensation for all Work provided prior to the effective date of termination shall be on the same basis as provided in this Contract, but Contractor shall not be entitled to any lost profits on work that was terminated. The City shall also pay Contractor for any materials or equipment that were ordered in accordance with the approved Project CPM Schedule prior to Contractor's receipt of the notice of termination and that could not be cancelled, provided that the materials and equipment are delivered to the City and are found acceptable.

END OF XVIII

XIX. COMPLIANCE WITH ALL LAWS

A. Contractor Must Comply With All Laws.

The Contractor will at all times observe and comply, and will cause its Subcontractors to observe and comply, with all applicable Federal, State and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Contract. Provision(s) required by law, ordinance, rules, regulations, or executive orders to be inserted in this Contract will be deemed inserted, whether or not they appear in this Contract, or, upon application by either party, this Contract will forthwith be physically amended to physically make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of such provision(s) or this Contract.

B. Airport Rules and Regulations.

The Contractor will comply, and will use all reasonable efforts to cause its workers, Subcontractors, guests, and invitees to comply, with all rules and regulations governing the conduct and operation of the Airport which may be promulgated from time to time by the Commissioner.

C. Non-Discrimination.

1. General Requirements:

- a. It will be an unlawful employment practice for the Contractor to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise, adversely affect such individuals status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin.
- b. The Contractor will comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1981), as amended. The Contractor will further comply with Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and, FAA Circular No. 150/5100 15A.

2. State Requirements: The Contractor will comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; and the Environmental Barriers Act., 410 ILCS 25/1 et seq.

3. City Requirements:

- a. The Contractor will comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended.
- b. Further, the Contractor will furnish such reports and information as requested by the Chicago Commission of Human Relations.

4. Subcontractors: The Contractor agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled

and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Contract.

D. Affirmative Action.

Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person will on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require that its covered suborganizations provide assurance to Contractor that they similarly will undertake affirmative action programs and they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

E. Illinois Humans Rights Act.

The Contractor will comply with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended, and the rules and regulations of the Illinois Department of Human Rights.

F. Prevailing Wage.

The Contractor will comply with 820 ILCS 130/0.01 et seq., as it may be amended (the "Act"), so long as the Act is in effect, in order to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. The specified rates to be paid to all laborers, workers, and mechanics for such craft or type of worker or mechanic as of the date of advertisement of this Contract are included in Part One of the Contract Documents. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates will apply to this Contract, and Contractor will not be entitled to additional compensation therefore.

1. The term "general prevailing hourly rate", means 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 Work.

G. Living Wage Ordinance.

1. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers, ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
 - a. If the Contractor has more than 25 full-time employees, and
 - b. If at any time during the performance of the contract the Contractor and/or any subcontractor or other entity that provides any portion of the Services (collectively the "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
 - c. The Contractor must pay its covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.

2. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in Sections 1.a and 1.b above are met, and will continue thereafter until the end of the Contract term.
3. Each July 1st, the "Base Wage" will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the "Base Wage" (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the "Base Wage", then the Contractor must pay the prevailing wage rates.
4. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the "Base Wage" to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
5. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501,c(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section 1 through 4 above do not apply.

H. 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 regulations issued by the CPO. As of October 1, 2014, the Minimum Wage to be paid pursuant to the Order is \$13.00 per hour. The Minimum Wage must be paid to:

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

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors 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 employees 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 employees 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 of a Base Wage pursuant to MCC 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 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.

I. Non-Collusion, Bribery of a Public Officer or Employee.

The Contractor, in performing under this Contract, will comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

1. No person or business entity will be awarded a Contract or Subcontract if that person or business entity:
 - a. Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that office's or employee's official capacity; or
 - b. Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
 - c. Has made an admission of guilt of such conduct described in "a" or "b" above which is a matter of record but has not been prosecuted for such conduct.
2. For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct. One business entity will be chargeable with the conduct of an Affiliated agency.
3. Ineligibility under this section will continue for three years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

J. Conflict of Interest.

1. 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 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 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.
2. 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.

- K. Office of Inspector General and Legislative Inspector General (Chapter 2-56 and 2-55 of the Municipal Code):
1. It will be the duty of any bidder, proposer, contractor, all subcontractors and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code and with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55. The Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code of Chicago.
 2. All Subcontracts or purchase orders entered into by the Contractor with parties providing materials, labor or services to complete the Work, must contain the following statement regarding Chapters 2-56 and 2-55 of the Chicago Municipal Code, Office of the Inspector General, and Office of the Legislative Inspector General, respectively. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of these Sections are deemed to be incorporated in all Subcontracts or Purchase Orders.

"The Subcontractor, (material supplier or other entity) its officers, directors, agents, partners and employees must cooperate with the Inspector General and Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 or Chapter 2-55 of the Chicago Municipal Code and the Subcontractor (material supplier or other entity) understands and will abide by all provisions of these sections of the Municipal Code."
- L. Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code).
1. The Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment will 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.
 2. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter will be voidable as to the City.
- M. Business Relationships with Elected Officials.
1. Pursuant to Section 2-156-030(b) of the Municipal Code 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.
 2. Violation of Section 2-156-030 of the Municipal Code 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 Chapter 2-156 of the Municipal Code.

N. Anti-Scofflaw (Section 2-92-380 of the Chicago Municipal Code).

1. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago (City) under the Contract or permitted at law or in equity, the City will be entitled to set off a portion of the Contract 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/ or the amount of any debt owed by the contracting party to the City.
2. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.
3. Notwithstanding 1 above, no such debt(s) or outstanding violation complaint (s) will be off set from the Contract Price or compensation due under the Contract if one or more of the following conditions are met:
 - a. The Contractor has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the City and the Contracting party is in compliance with the agreement; or
 - b. The Contractor is contesting liability for the amount of the debt in a pending administrative or judicial proceeding; or
 - c. The Contractor has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

O. Americans with Disabilities Act.

1. Any and all Work performed must comply with all Federal, State, and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: American with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Guidelines for Buildings and Facilities ("ADAAG") and, the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, the Contractor will comply with the standard providing greater Accessibility.

P. Economic Disclosure Statement and Contractor's Affidavit (EDS).

1. Prior to Contract award: Pursuant to Chapter 2-154-010, 2-154-020 and 2-154-030 of the Municipal Code of the City of Chicago, any person, or business entity of agency submitting a bid proposal to or contracting with the City of Chicago will be required to complete Section I, Disclosure of Ownership Interests, in the EDS. The Contractor must complete EDS(s) in which the Contractor (and its parent entities, if applicable) identifies all persons with 7.5% or more ownership interest and in which Contractor certifies (among other things) that the Contractor, its agents, employees, officers and any subcontractors: a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; b) do not owe any debts to the State of Illinois, in accordance with Section 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code and c) are not presently debarred or suspended from public contracts.

2. Updates: Until Final Completion of the Project, the Contractor must provide, without need for request by the City, an updated EDS(s) if there is any change in ownership or change in any other circumstance that would render the EDS(s) then currently on file inaccurate or obsolete. Failure to provide an updated EDS(s) when required is an event of default. Any change in ownership that is within the Contractor's reasonable control (such as the sale of an ownership interest in a non-publicly traded entity) is subject to the prior written consent by the Commissioner and Chief Procurement Officer, and Contractor's failure to obtain such prior written consent is an event of default. In the event of a change in ownership outside of the Contractor's reasonable control (such as acquisition of controlling interest in Contractor through purchase of shares on a public exchange), the City shall have the right to invoke the "Early Termination" provision if the Chief Procurement Officer determines such termination to be in the City's best interest.

Q. MacBride Principles Ordinance.

1. The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.
2. In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Contractor conducts any business operations, it will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).
3. For those contractors who will take exception in competitive bid contracts to the provisions set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine whose is to be the lowest responsible bidder and will not apply for purposes of any contract payment.
4. The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

R. Employment of City and Project Area Residents. (Chicago Residency Ordinance, Section 2-92-330 of the Chicago Municipal Code).

1. Chicago and Project Area Residency Ordinance, Section 2-92-330 of the Chicago Municipal Code:
2. If the funding for this contract is \$100,000 or more and except as otherwise prohibited by law, the Contractor and all Subcontractors that perform work on the site on the construction project undertaken pursuant to this Contract will comply with the minimum percentage of total worker hours performed by eligible residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code of Chicago and any rules or regulations adopted thereunder (7.5% of the total work hours must be performed by project area residents and 50% of the total work hours must be performed by city residents unless the Chief Procurement Officer determines otherwise). Work hours performed by project area residents are counted as work hours performed by city residents for purposes of calculating the minimum work hour percentage required to be performed by city residents. Provided, however, that in addition to complying with this percentage, the Contractor and all Subcontractors will make good faith efforts to utilize eligible residents of the City of Chicago in both unskilled and skilled labor positions.

3. A contractor or bidder may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 in accordance with standards and procedures developed by the Chief Procurement Officer.
4. "City residents" means persons domiciled within the city.
5. "Project area residents" means persons domiciled within that part of the city designated as the project area in the information for bidders issued by the Department of Procurement Services.
6. "Domicile" means an individual's one and only true, fixed and permanent home and principal establishment.
7. "Eligible residents" means city residents and project area residents.
8. The Contractor will provide for the maintenance of adequate employee residency records to ensure that eligible residents are employed on the project. The Contractor and Subcontractors will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.
9. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Commissioner of the supervising department in triplicate, will identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date the company hired the employee should be written in after the employee's name.
10. Full access to the Contractor's and Subcontractor's employment records will be granted to the Chief Procurement Officer, the Commissioner of the supervising department, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Contractor and Subcontractors will maintain all relevant personnel data and records for a period of at least three years after final acceptance of the Work.
11. At the direction of the supervising department, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen. Good faith efforts on the part of the Contractor to provide utilization of eligible residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by eligible residents.
12. When work is completed, in the event that the City has determined that the Contractor failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by eligible residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (1%), 0.0005, of the approved contract value for this contract will be surrendered by the Contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed. The willful falsification of statements in the certification of payroll data may subject the Contractor or Subcontractors or employee to prosecution. Any retainage to cover contract performance that may become due to the Contractor pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination whether the Contractor must surrender damages as provided in this paragraph.
13. Nothing herein provided will be construed to be a limitation upon the 'Notice of Requirements For Affirmative Action To Ensure Equal Employment Opportunity, Executive Order 11246'

and "Standard Federal Equal Employment Opportunity, Executive Order 11246" or other affirmative action required for equal opportunity under the provisions of this contract. The Contractor will include this provision in all subcontracts.

S. Compliance with Child Support Orders.

The Contractor in performing under this contract will comply with the Chicago Municipal Code Section 2-92-415 Compliance With Child Support Orders. The term Contractor, for the purpose of compliance with this Section, includes any "Substantial Owner". A "Substantial Owner" means any person who, directly or indirectly, owns or holds a 10% or more interest in the Contracting entity. This may include individuals disclosed in the Part One (Disclosure of Ownership Interests), and individuals disclosed in an Economic Disclosure Statement filed by an "Entity holding an interest in the Applicant".

T. Veterans Preference.

1. The Contractor will insure that the following provision is inserted in all contracts entered into with any Contractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with this Contract.
2. The contractor will comply with the provisions of 330 ILCS 55/0.01 et. seq. provisions of Ill. Rev. Stat., Ch. 126 2, Par. 23 which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference will be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the Work to which the employment relates.
3. In the employment of labor, except in executive, administrative, and supervisory positions, preference should be given to veterans of the Vietnam era and disabled veterans as defined in provision 515(c) of the Airport and Airway Improvement Act of 1982. However, this preference will apply only where the individuals are available and qualified to perform the Work to which the employment relates.

U. Employment of Illinois Laborers on Airport Projects.

Contractor will use only Illinois Laborers in the performance of this Contract, to the extent (i) required by the Employment of Illinois Laborers on Public Works Projects Act 30 ILCS 570/0.01 et. seq., as amended from time to time and; (ii) otherwise permitted by law.

V. Steel Products.

1. This Contract will be subject to all provisions of the "Steel Products Procurement Act", 30 ILCS 565/1 et seq., as it may be amended from time to time. Steel Products issued or supplied in the performance of this Contract or any subcontract thereto will be manufactured or produced in the United States.
2. For purposes of this Section "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from Steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section 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.

W. Licensing of General Contractor's Ordinance.

1. The Contractor must comply with all requirements of Chapter 4-36, Licensing of General Contractors, of the Chicago Municipal Code.

X. Federal Ineligible Contractors.

1. Contractor warrants and represents that neither Contractor nor any Affiliate of Contractor, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce, or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order of judgment.

Y. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4).

1. No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.
2. Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.
3. Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.
4. The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.
5. Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.
6. If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

7. For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

Z. Business Enterprises Owned or Operated by People with Disabilities.

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

AA. False Statements

False statements made in connection with this Contract, 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 Contract. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010).

BB. Ineligibility to do Business with the City

Failure by the Contractor any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-30 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

CC. Disclosure of Ownership Interest in Entities

The Contractor will keep disclosure of ownership interests and other information current as required by Section 2-154-020 of the Municipal Code of Chicago.

DD. 2014 City Hiring Plan Provisions

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 IGO Hiring Oversight or the Shakman Monitor's Office related to the Contract.

EE. Project Labor Agreement

Pursuant to an Ordinance passed by City Council, effective as of February 22, 2011, the City has entered into the Project Labor Agreement ("PLA"), which is hereby referenced and included in the Contract Documents, with various trades regarding projects as described in the PLA, together with a list of signatory unions. 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.

FF. Clean Diesel Fleet (Section 2-92-595 of the Chicago Municipal Code)

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:

- a) The Contractor must comply with the Clean Diesel Contracting Ordinance, Section 2-92-595 of the Municipal Code of Chicago.
- b) The 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.
- c) The 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.
- d) The Contractor and any Subcontractor(s) may not use any of the following vehicles and equipment in the performance of the contract:
 - 1) 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

- 2) 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 retrofit device.
- e) 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 2.1 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 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).
- f) 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 anti-idling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of 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 Section 2-92-595(e) of the Municipal Code of Chicago. 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 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.

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

GG. Duty to Report Corrupt of Unlawful 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).

HH. Equal Pay Act

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.

END OF XIX

XX. MISCELLANEOUS

A. General Provisions.

1. **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.
2. **Amendments:** No changes, amendments, modifications, cancellation, or discharge of this Contract, or any part thereof, will be valid unless in writing and signed by the parties hereto, or their respective successors and assigns, in accordance with all applicable laws.
3. **Governing Law and Jurisdiction:** This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its 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. The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor.
4. **Consent to Service of Process:** The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor 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. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.
5. **Assigns:** All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.
6. **Co-operation by Parties:** The parties hereby agree to act in good faith in the performance of this Contract and to co-operate with each other in the completion of the Work hereunder. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.
7. **Joint and Several Liability:** In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.
8. **No Third Party Beneficiaries:** The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

B. Notices of Events of Default and Termination Under Article XVIII.

1. Notices of events of default and termination pursuant to Article XVIII will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:
 - a. If to the City: Commissioner of Aviation, AMF O'Hare, P.O. Box 66142, 10510 W. Zemke Road, Chicago, IL 60666
 - b. With Copies to: The Chief Procurement Officer, 121 North LaSalle Street, City Hall Room 806, Chicago, IL 60602
 - c. If to the Contractor: The address identified on its Bid
 - d. With Copies to: The Surety
2. Notices delivered by mail will be deemed effective three (3) days after mailing in accordance with this section. Notices delivered personally will be deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this section.

C. Authority.

1. Contractor: Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entities rules and procedures.

D. No Waiver of Legal Rights.

1. Neither the acceptance of 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, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.
2. Miscellaneous Provisions: Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of times the City may have waived the performance, requirement, or condition.
3. False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the Economic Disclosure Statement (EDS), as well as in any other affidavits, statements or contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Code 1-21-010).

END OF XX

Exhibit 11: Cook County Prevailing Wage for July 2015

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER	-->NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97 9.930
0.000	0.500									
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe

Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Exhibit 12: Contractors Performance & Payment Bond

A. PERFORMANCE BOND

When required by the Chief Procurement Officer the successful bidder or bidders shall, within seven (7) calendar days of receipt of notice from the City, furnish a Performance and Payment Bond (Performance Bond) in the amount of (100%) of the Contract value apportioned to the design (Phase I) and construction (Phase II) phases of the project on the following form (Contractors Performance and Payment Bond) , a specimen of which is bound herein if so required. In the event the City elects to extend this Contract, the Contractor will provide a Performance Bond in compliance with the terms and conditions herein.

Receipt of written notice from the City to furnish a Performance Bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory Performance Bond.

The Performance Bond shall have a term of one (1) year, but every year it will be renewed for an additional one (1) year term until the term of the contract ends. The renewals will occur without any affirmative act on the part of the surety, Contractor, or the City. However, the surety may elect not to renew the Performance Bond by providing written notice of non-renewal to the Contractor and the City of Chicago Department of Procurement Services no later than ninety (90) calendar days prior to the date which is one year after the date on which the Chief Procurement Officer approves the Performance Bond (the "Anniversary Date") and no later than ninety (90) calendar days prior to each one-year period thereafter. The notice must clearly identify this Contract and include a copy of this page of the Contract. If notice of non-renewal is not received by the Department of Procurement Services ninety (90) calendar days prior to the Anniversary Date, the Performance Bond shall be renewed for another year. If the Performance Bond is not renewed, the Contractor must furnish a replacement bond no later than thirty (30) calendar days following receipt of the notice of non-renewal or sixty (60) calendar days prior to the anniversary of the bid opening date, whichever is earlier. Contractor's failure to provide a replacement Performance Bond shall constitute an event of default under the contract, but not a loss recoverable under the 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.

B. FAILURE TO FURNISH BOND

In the event that the bidder fails to furnish the performance bond in said period of seven (7) calendar days, then the bid deposit of the bidder will be retained by the City as liquidated damages and not as a penalty.

jc

RIDER ATTACHED

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and _____,
Surety of the County of _____ and State of _____, are held and firmly bound unto the
CITY OF CHICAGO in the penal sum of:

--- and /100 Dollars (\$) ---

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 _____ day of _____, 20__.

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. and Specification No. **129373** all in conformity with said contract, for,

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

**Design, Build, and Maintenance of The Large Frame Aircraft Fire Training Simulator at Chicago O'Hare
International Airport.**

* 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 material man 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, 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 judgment 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

EXHIBIT 12: CONTRACTORS PERFORMANCE & PAYMENT BOND

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, material man, 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 hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

(contractor/vendor/consultant)

Approved: _____, 20____

By: President (Seal)

Chief Procurement Officer

Attest: Secretary (Seal)

(Seal)

(Seal)

(Seal)

(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

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. _____ and Specification No. _____ ("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.

Exhibit 13: Location Map and Staging Area

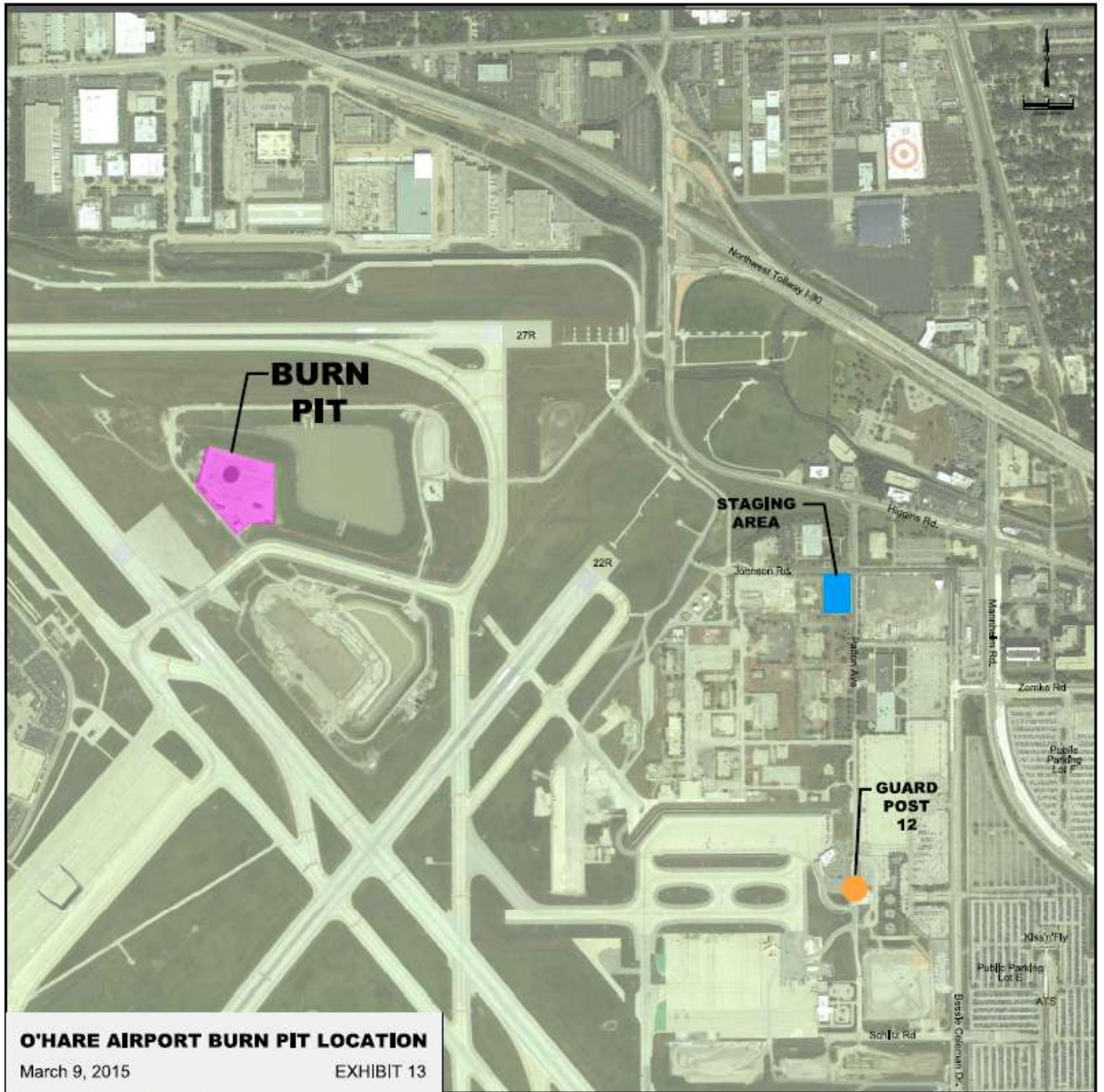


Exhibit 14: (PLA) Multi-Project Labor Agreement

CITY OF CHICAGO MULTI-PROJECT LABOR AGREEMENT

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and.

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory, labor organizations. '

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows: '

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft: union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint, Council No. 25; Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other mob action upon the termination of an existing collective bargaining agreement, in no event shall any adverse mob action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project

Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph I above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including, the employers, contractors or subcontractors agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council" which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above the matter shall be immediately referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between 'this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counselor his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed 'or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the -employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the-Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the. Center's Helmets to Hardhats" program to service as a resource- for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "c" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing ,the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the' Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013. The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____
(Insert Name of Labor Organization)

Its Duly Authorized Officer

Signatory Unions

Boilermakers Local 1	Sign, Display, Pictorial Artists and Allied Workers Local 830
Bricklayers and Allied Crafts Local 21	Plasters Local 5
Ceramic Tile & Terrazzo	Plumbers Local 130
Painters, Cleaners, Caulkers	United Union of Roofers, Waterproofers & Allied Workers Local #11
BAC Administrative Council #1 of IL	Sheet Metal Workers Local 73
Chicago Regional Council of Carpenters ^{1 2}	Sprinkler Fitters Local 281
Carpenters local Union #13	Teamsters Local 731
Cement Masons local 502	Glaziers Local 27
IBEW, Local 134	
Elevator Constructors, Local 2	
Operating Engineers, Local 150	
Heat and Frost Insulators, Local 17	
Iron Workers District Council of Chicago and Vicinity	
Architectural Iron Workers, Local 63	
Bridge & Structural Iron Workers, Local 1	
Machinery Movers, Riggers & Machinery Erectors, Local 136	
Construction & General laborers' District Council of Chicago and Vicinity ³	
Machinists, Local 126	
Painters' District Council No. 14	

For appendices, please see website, as provided in the Agreement.

[HTTP://WWW.CITYOFCHICAGO.ORG/PLA](http://www.CITYOFCHICAGO.ORG/PLA)

² Carpenters Local include: locals 1, 10, 13, 54, 58, 62, 74 (lathers), 80, 141, 181, 2n, 434, 578, 839, 1027, 1185, 1307, 1539, 1693 (Millwrights) - City of Chicago Local in Bold.

³ Laborers Locals include: Locals One, 2, 4, 5, 6, 25, 76, 118, 225, 269, 1001, 1092 (City of Chicago Locals in Bold).