



REQUEST FOR QUALIFICATIONS ("RFQ")

For

DEMOLITION SERVICES

INSTRUCTION FOR RESPONDENTS

Specification Number: 132459 (Renewal)

Issued by:
CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:
CITY OF CHICAGO DEPARTMENT OF BUILDINGS

RFI Deadline: 4:00 PM Central Time, **November 9, 2016**. Inquiries must be in writing.

Pre-Bid Conference: **November 2, 2016 at 12pm, City Hall 11th Floor – Rm 1103, 121 North LaSalle, Chicago, IL 60602**

Response Due Date: **November 29, 2016**

Response Due Time: **4:00 PM Central Time**

RFQ/Bid Opening Location: Bid & Bond Room, City Hall, Room 103, 121 N. LaSalle Street, Chicago, Illinois 60602

Information: Sonji Ward, C.P.P.B., Senior Procurement Specialist
Email: Sonji.ward@cityofchicago.org, **Fax:** 312-744-9687, **Phone:** 312-744-4916
DPS Address: City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602
DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

All signatures to be sworn to before a Notary Public. Responses must be received in the City of Chicago Department of Procurement Services (DPS) Bid & Bond Room no later than the date and time above during regular business hours (8:30 AM to 4:30 PM Central Time). Response submittal package must be complete. Response submittals must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **DEMOLITION SERVICES RFQ**, the specification number 132459, the time and date specified for receipt and marked "**RFQ Response Enclosed**". The name, address and phone number of the Bidder must also be clearly printed on the outside of all envelope(s) or package(s).

Bid Deposit:	None	DPS Unit:	Construction
Performance Bond:	None	Reverse Auction:	No
City Business Preference	Yes	Drawings:	None
Local Manufacture Preference	Yes or No	Exhibits:	2
Alternative Fuel Vehicle Pref.	Yes or No	Maps:	None
Bid Specific Goals:	15% MBE and 4% WBE	Contract Term:	36 Months
Funding Source:	N/A	Start Date:	<u>1/29/16</u>
Fund Number:	N/A	Expiration Date:	<u>1/28/19</u>

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

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EXHIBIT 1 – SEE PDF FILE

EXHIBIT 2 – SEE PDF FILE

I. GENERAL INVITATION

The City of Chicago ("City") invites the submission of qualifications to provide Demolition Services. Firms that have demonstrated experience in the area(s) specified and are interested in providing such services to the City are hereby invited to respond to this Request for Qualifications ("RFQ").

The term "Respondents" means the companies or individuals who submit responses to this RFQ. The documents submitted are referred to as "Submittals." The term "Evaluation Committee" refers to the City of Chicago representatives who will evaluate the submittals. The term "Master Term Agreement" refers to the awarded contractual agreement of the pre-qualified respondent. The term "Task Order" refers to an awarded work request.

1. GENERAL INFORMATION

A. Request for Information ("RFI")

Respondents must communicate only with the Department of Procurement Services. (Email preferred) All questions or requests for clarification must be in writing, sent by US mail, fax at (312) 744-9687, or emailed sonji.ward@cityofchicago.org and directed to the attention of Sonji Ward, Department of Procurement Services, Room 806 of City Hall and must be received no later than **November 9, 2016 at 4:00pm Chicago Time**. Each envelope or the cover sheet of the fax must clearly indicate that the contents are "Requests for Clarification or Information" and must refer to "Demolition Services" and the applicable specification number.

B. RFQ Pre-Submittal Conference (Attendance is not Mandatory)

A pre-submittal conference will be held on **November 2, 2016 at 12:00pm Chicago Time**. Conference Location: Department of Procurement Services, City Hall 11th floor – Rm 1103, 121 North LaSalle St., Chicago, IL 60602 Attendance is not mandatory, however, all interested parties are encouraged to attend. The conference will include a brief review of the RFQ submittal requirements and the Scope of Work. The City will answer questions and clarify the requirements of the RFQ at the pre-submittal conference. The City may respond to the questions presented on the day of the conference and to written questions submitted prior to the pre-submittal conference.

2. RESPONSE PROCEDURES

A. Submittal Due Date

Submittals must be received by the City of Chicago in the City's Bid and Bond Room 103 of City Hall, 121 North LaSalle St., Chicago, Illinois 60602 no later than **4:00 p.m. Chicago time on November 29, 2016** unless otherwise stated in the form of an addendum issued by the

Department of Procurement Services.

Should it become necessary to revise or expand upon any part of this RFQ, an addendum will be issued to all of the prospective Respondents listed on the "Specification Take Out Sheet" prior to the submittal due date. Prospective Respondents are automatically listed when they sign for a copy of the RFQ specification in the Bid and Bond Room. Each addendum is incorporated as part of the RFQ documents, and receipt must be acknowledged by the prospective Respondent on the Execution page of EXHIBIT 2 – Master Term Agreement.

B. Late Submittals

The City may not accept Submittals that are not received by the due date and time set forth above. Only the Chief Procurement Officer is empowered to determine whether to accept or return late submittals.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. If delivery is delayed beyond the due date and time, submittal responses so delayed will not be considered and will be returned unopened at the expense of the Respondent. The time of the receipt of all Submittals to this RFQ will be determined solely by the clock located in the Bid and Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the submittal is received as required.

The Chief Procurement Officer reserves the right to reject any response that deviates from the submittal requirements. No additional or missing documents will be accepted after the due date and time except as may be requested by the Chief Procurement Officer.

C. Delivery Address of Submittals

Submittals must be delivered to the following address:

Department of Procurement Services
Bid and Bond Room
Room 103, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

NOTE: RESPONSES WILL ONLY BE ACCEPTED SUBSEQUENT TO THE TIME OF PUBLIC ADVERTISEMENT.

D. Submittal Format Requirements

The Respondent must submit 1 original set of submittals and 6 copies. The original submittal documents must be clearly marked "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. The Respondent must

enclose all documents in sealed envelopes or boxes. Submittals must be prepared on standard 8½" x 11" letter size paper and bound on the long (11") side. It is the City's policy to encourage the use of reusable, recycled, recyclable and chlorine-free printed materials in the submittal of all bids, proposals, reports and other documents prepared in connection with this RFQ solicitation. Expensive papers and binders are discouraged as no materials will be returned. Sections must be separated by labeled tabs and organized in accordance with the sequence as set forth in the Evaluation Criteria items 1-12. Of the seven (7) submittals, at least one (1) must contain original signatures and be marked ORIGINAL.

E. Submittal Packaging

The outside of each sealed envelope or package must be labeled as follows:

RFQ Submittal Enclosed
Request For Qualifications ("RFQ") for Demolition Services
Specification Number: 132459

Submitted by: (Name of Respondent)
Package ____ of ____

II. DEMOLITION SERVICES SUMMARY

1. GENERAL SCOPE OF WORK

The City seeks to pre-qualify and contract a pool of Demolition Contractors to perform residential, commercial, industrial Demolition Services and Emergency Demolition Services, as needed, at various locations throughout the City of Chicago which may include O'Hare and Midway airports. Technical and operational demolition service requirements that the City seeks to acquire on a task order basis are described in greater detail in EXHIBIT 2 - Master Term Agreement – Detailed Specifications. Requests for demolition service via emailed bid solicitations will commence upon completion of the pre-qualification process and award of the master term agreement.

The City may issue requests for Emergency Demolition Services. Emergency Demolition bid requests will be issued directly from the Department of Buildings via email (24hrs a day/7 days a week) to Pre-qualified demolition firms throughout the term of the master agreement with written approval from the Chief Procurement Officer.

The Department of Buildings Commissioner and Chief Procurement Officer may determine for any particular project, including but not limited to projects requiring special expertise or equipment such as the use of explosives, to limit further those pre-qualified contractors for that project, and, if no pre-qualified contractors are deemed to have such special expertise or equipment, the Chief Procurement Officer may elect to advertise and award a contract independent of this Master Agreement.

The City reserves the right, after advertisement of the RFP, to refine the scope of services, with appropriate notice. Further, if, upon receipt of proposals, the City wishes to make refinements to the scope of services, it may, depending upon the circumstances, provide the revision to all respondents and invite revised proposals from the respondents based upon the revised scope of services.

2. TERM OF SERVICES

The City intends to enter into a Demolition Services agreement with the selected Respondent(s) for an initial base term of three (3) years. The intended contract start date is January 29, 2016 through January 28, 2019.

Master Term Agreements resulting from this RFQ will be awarded for a thirty-six (36) month period from the date of award, plus any authorized extension thereof. The City of Chicago may advertise annual Requests for Qualifications, as needed, to continually increase the pool of pre-qualified Demolition Contractors. Pre-qualified contractors may be required to execute a new Master Term Agreement in order to ensure that all bidders are subject to the same terms and conditions.

3. TASK ORDER PROCESS

Upon award of a Master Term Agreement, the Department of Procurement Services will issue competitively bid demolition bid solicitations/request for service ("RFS") to only pre-qualified demolition firms, respective of classification, throughout the term of the contract. A Task Order will be awarded to the lowest responsive and responsible pre-qualified bidder.

A. Primary Method of Contact

Upon award of a Master Term Agreement, each Contractor will be required to submit a primary and a secondary email address which will be utilized as the primary method of contact by the City for the purposes of issuing bid solicitations, pending award notices, notification of award notices and general correspondence on contract matters.

All Pre-qualified firms are responsible for maintaining functional, working email addresses. Failure to maintain an operable email address or respond to email in a timely manner may result in a firm's inability to submit timely bids.

B. Bid Solicitation Process

Bid solicitations will be issued via email to each pre-qualified firm respective of the firm's classification. Hard copies are available in the Bid & Bond Room of City Hall as needed. Each bid solicitation will be issued with an identifying Request for Service ("RFS") number For reference. Standard bid solicitations are solicited for a period of ten (10) days (exclusive of Sunday and holidays) Expedited bid solicitations are solicited for a period of five (5) days (exclusive of Sunday and holidays) Bid responses are due to the City's Bid & Bond Room on the day and time specified in the bid solicitation. Bid results are read publicly on the day and time

specified in the solicitation and posted on the Department of Procurement Services website. www.cityofchicago.org/purchasing within 24 hours of bid open date. Each bid solicitation will contain at minimum: bid open date, location of demolition, description of site/structure, and where applicable, mandatory pre-bid meeting/site visit information, site evaluations and drawings.

C. Pre-Bid Meetings

Where applicable, demolition services pre-bid meetings are mandatory and must be attended by all pre-qualified demolition contractors interested in submitting a bid. A mandatory pre-bid conference is required only if specifically stated in the bid solicitation. Where applicable, pre-bid date, site location and time will be included in the bid solicitation. Pre-bid meetings are held at the site of the structure to be demolished, unless otherwise stated in the bid solicitation, which allows each contractor to visually inspect and/or access the site and are typically required only for large or complex demolition projects requiring special instruction. Attendance at the pre-bid meeting is mandatory for task order award. Each pre-qualified firm will be required to sign an attendance sheet provided by the User Department representative/facilitator conducting the pre-bid meeting.

D. Task Order Award Process

The Pre-qualified Demolition Contractor submitting the lowest responsive and responsible bid will be notified by the Department of Procurement Services via email, subject line titled "Pending Award Notice." The low bidder will be required to submit all necessary documentation for task order award within (3) three business days to the Department of Procurement Services. Failure of the contractor to return necessary documents within (3) business days may result in a bid rejection. Upon receipt of all final documents from the low bidder, the task order will be processed for formal award and the vendor will receive written confirmation via email subject line titled "Notification of Award" from the Department of Procurement Services. Any demolition services provided prior to receipt of the "Notification of Award" is done at the Contractor's own risk.

A written "Notice to Proceed" authorizing the start of the project is issued to the Contractor by the Department of Buildings or User Department. Depending on the complexity of the demolition, the Department of Buildings or User Department may request a meeting with the Contractor prior to issuing the "Notice to Proceed."

E. Performance Bonds

Task orders awarded for bids of \$100,000.00 or greater must be bonded within seven (7) calendar days upon receipt of request by the Department of Procurement Services. A Performance Bond must be obtained by the low bidder for each project prior to award. The Contractor must provide a Performance Bond with a surety acceptable to the City in the full amount of the bid.

III. EVALUATION CRITERIA SUBMITTALS

Each RFQ Response must contain all of the following Evaluation Criteria Submittals and all must conform to the following requirements for evaluation purposes. Failure to comply with all submittal requirements may adversely affect the Respondents evaluation.

1. Evaluation Criteria Submittals

A. WRECKERS BOND

Each Respondent must have on file prior to the RFQ response due date, a current Illinois Wreckers Bond. **Failure of the respondent to submit a copy of the respondents current Illinois Wreckers Bond with their RFQ response will be found Non-Responsive and immediately disqualified from further consideration.** To inquire about Wreckers Bond requirements or current Wreckers Bond status, contact Kathy Bailey at (312) 744-7188 of the Department of Buildings, Troubled Buildings unit, 121 North LaSalle, Chicago, Illinois. A current Wreckers Bond and Insurance is required for pre-qualification and award of a master term agreement. Respondents must maintain a current Wreckers Bond and Insurance throughout the term of the contract.

B. FORM A - PROJECT EXPERIENCE

Each Respondent must provide a total of ten (10) completed demolition projects with references including client name, address where demolition was performed and a current contact person and telephone number for each project identified in EXHIBIT 1 - FORM A "PROJECT EXPERIENCE." All projects listed, which may include demolitions performed for the City of Chicago, must have been performed within the last five (5) years. Projects should represent demolitions of the largest scope, complexity and dollar value performed by the Respondent. Experience will not be considered unless complete reference data is provided on FORM A. Additional photography documentation and written explanation of the work may be attached at Respondent's discretion. All project references are subject to verification.

The City will pre-qualify qualified respondents under one of three (3) classifications; A, B or C. Classification of each qualified respondent will be based on both the Respondents current Wrecker's Bond and the Respondents project references that meet the minimum number of project references for each class as stated below. Upon the evaluation committees determination of the respondent's classification, the classification shall remain the same throughout the term of the Master Term Agreement.

CLASS A To pre-qualify as Class A, a minimum of three (3) project references must demonstrate experience in the following capacity:	Class A bid solicitations issued by the City of Chicago may include:
Demolition of high-rise residential, multi-use and multi-level commercial, heavy industrial and manufacturing	<ul style="list-style-type: none">Structures within the city limits of the City of Chicago, including the "Central Business District" of the City

public buildings, City-owned properties and right-of-way structures, of 75 feet or above in height; and/or a singular or combination of structures which total 750,000 cubic feet or more.	<p>of Chicago (Roosevelt to North Ave and Halsted to <u>Lake Michigan</u>) of 75 feet or above in height; and/or a singular or combination of such structures which total 750,000 cubic feet or more.</p> <ul style="list-style-type: none"> Structures within the “City of Chicago” city limits of 75 feet or above in height; and/or a singular or combination of such structures which total 750,000 cubic feet or more. City-owned properties All Airport structures (Airsides and/or Landside)
<p>CLASS B</p> <p>To pre-qualify as Class B, a minimum of three (3) project references must demonstrate experience in the following capacity:</p>	Class <u>B</u> bid solicitations issued by the City of Chicago may include:
Demolition of multi-unit, multi-level, residential and mixed use commercial, large industrial and manufacturing structures of between 41 feet and 74 feet in height; and/or a singular or combination of such structures which total between 150,001 cubic feet and 749,999 cubic feet.	<ul style="list-style-type: none"> Structures of between 41 feet and 74 feet in height; and/or a singular or combination of such structures which total between 150,001 cubic feet and 749,999 cubic feet.
<p>CLASS C</p> <p>To pre-qualify as Class C, a minimum of seven (7) project references must demonstrate experience in the following capacity:</p>	Class <u>C</u> bid solicitations issued by the City of Chicago may include:
Demolition of small to medium residential buildings of frame, masonry or combination of construction; small to medium commercial or combination commercial and residential or small industrial between 0 feet and 40 feet in height; and/or a singular or combination of such structures which total between 0 cubic feet and 150,000 cubic feet.	<ul style="list-style-type: none"> Structures between 0 feet and 40 feet in height; and/or a singular or combination of such structures which total between 0 cubic feet and 150,000 cubic feet.

Pre-qualified contractors will be solicited for bids according to their applicable class. Class “A,” the highest class for which a demolition contractor may qualify, will include qualifications for all lesser classes. (Example: A contractor pre-qualified for Class A work will also be qualified for both Class B & C demo work. A contractor pre-qualified for Class B work will also be qualified for Class C demo work. Finally, a contractor pre-qualified for Class C work will be qualified for Class C demo work only.)

C. FORM B – QUALIFICATIONS OF TECHNICAL PERSONNEL

EXHIBIT 1 - FORM B is representative of the qualifications of technical personnel designated to work directly with City of Chicago demolitions under this Master Term Agreement. The Respondent must execute FORM B regarding availability, qualifications, certifications, special skill, training, etc for all technical and/or lead personnel committed to rendering demolition services for the City of Chicago (e.g., project manager, estimators, foremen, superintendents, laborers). Describe any previous municipal related experience and provide references including: name,

address and telephone number of contact person; and brief description of the project(s). All data must be completed on FORM B for each person/name listed. Resumes for each person listed may be attached in addition to FORM B at the Respondent's discretion.

D. ABILITY TO PERFORM

The Respondent must provide evidence of ability to perform work and ability to furnish the necessary equipment, vehicles, supplies, and tools, either by title, lease or agreement, in order to provide the City with the requested services. The Respondent must provide a list of all equipment, vehicles and supplies to be utilized to fulfill work requirements and a statement that "all are free from encumbrance, limitations or restrictions which might prevent their use for the purposes of this Master Term Agreement" or any contract awarded thereunder. Failure to provide evidence of the above may adversely effect your evaluation.

E. FORM C - COVER LETTER

Respondents must complete and submit EXHIBIT 1 - FORM C "COVER LETTER." This form is intended to provide general information as related to the Respondent's general business, manpower and contact information. All items must be addressed. Failure to complete all items in FORM C may adversely effect the Respondent's evaluation.

F. FORM D – AFFIDAVIT OF MBE/WBE COMMITMENT

All Respondents must comply with the requirements of the "Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise Commitment" EXHIBIT 1 – FORM D. The Respondent must execute and notarize FORM D "MBE/WBE Affidavit of Commitment" acknowledging the Respondent's commitment to fulfilling the required program compliance goals of MBE-15% and WBE-4%. Failure to execute and notarize FORM D may render the Respondent non-responsive and unqualified. A directory of all Certified Minority Business Enterprises and Women Owned Business Enterprises can be accessed online at www.cityofchicago.org/Procurement

G. FINANCIAL CAPACITY

Each Respondent must have on file in the office of the Chief Procurement Officer a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractor's last fiscal year period. The Respondent must have a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION on file with the Department of Procurement Services prior to the RFQ due date or provide a completed CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION with your RFQ submittal. The CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION will be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. Forms are available on the Department of Procurement Services Website www.cityofchicago.org/Purchasing The City reserves the right to accept alternate financial statements/information. Failure to provide a completed CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION with your submittal or have a

CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION on file with the Department of Procurement Services no later than the RFQ submittal due date may adversely effect your evaluation.

H. LEGAL ACTIONS

List and give a brief description of all legal actions for the past three (3) years prior to the due date of this RFQ, in which your company or any proposed subcontractor has been a debtor in bankruptcy or has been a defendant: (a) in a lawsuit for deficient performance under a contract and damages claimed; (b) in an administrative action for deficient performance on a project; (c) in a criminal action; (d) in an action for violation of Prevailing Wage Rates by the Illinois Department of Labor; (e) in an action for default on any contract, including a default where a surety was liable under a performance bond; and (f) in any legal actions for nonpayment to sub-contractors. If there are no legal actions that apply, the Respondent must submit a written statement signed and dated by an authorized officer. Failure to provide a written response to the above may adversely effect your evaluation.

I. CONFLICT OF INTEREST

Provide a detailed description of all existing relationships of the Respondent and all subcontracting parties with entities providing services to the City of Chicago. Explain how those relationships either do not constitute a real or perceived conflict of interest or would not constitute a real or perceived conflict of interest, provided that mitigation measures offered by Respondent are implemented. Respondents must disclose any business relationship or ownership structure that constitutes a conflict of interest or would otherwise impede the ability of the Respondent to protect the interests of the City above all others. If there are no conflicts of interest that apply, the Respondent must submit a written statement signed and dated by an authorized officer. Failure to provide a written response to the above may adversely effect your evaluation.

J. PERFORMANCE BOND

The Respondent must provide an original letter from its surety stating the Respondent's maximum performance bond capability amount. The letter must be printed on bonding agent's letterhead, dated and signed by an authorized officer. Failure to provide a response to the above may adversely effect your evaluation.

K. INSURANCE CERTIFICATE

The Respondent must provide original documentation, either written letter or insurance certificate, from its insurance company stating the Respondent's compliance with the City of Chicago Insurance Requirements as listed in EXHIBIT 2 – Master Term Agreement. The letter must be printed on the insurance agent's letterhead, dated and signed by an authorized officer. Failure to provide a response to the above may adversely effect your evaluation.

L. EXECUTION OF MASTER TERM AGREEMENT

Each Respondent must execute one (1) original Master Term Agreement (attached as EXHIBIT B). The Master Term Agreement must be submitted in its entirety. In the event the Respondent's qualifications are accepted by the City for award, the executed Master Term Agreement will be awarded as the binding contract agreement.

Execution of the Master Term Agreement requires execution of the following four (4) documents and confirms the Respondent's acceptance of the City's terms and conditions. Failure to execute the following documents contained in EXHIBIT B – Master Term Agreement may adversely effect your evaluation.

- i. Online Economic Disclosure Affidavit (EDS) – Article 7, The Respondent must execute an online Economic Disclosure Statement and Affidavit and provide the EDS number in the space provided in Article 7, Section 7.3 or submit a hardcopy of the completed EDS Certificate of Filing. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening. Filing an EDS in hard or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening. Filing an EDS for another matter (e.g., bid, proposal, contract) does NOT satisfy the requirement to file an electronic EDS prior to bid opening. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.
- ii. Execution Page - Article 9, Respondent must execute and notarize the Execution Page.
- iii. Chicago Based Business Affidavit – Article 8, Respondent must execute the Affidavit of Chicago Business.
- iv. Affidavit Regarding Removal of all Waste Materials – Article 8, Respondent must execute the Affidavit of Chicago Business

IV. EVALUATION PROCESS

1. Evaluation Committee

An Evaluation Committee, including representatives of the User Department(s) and/or any representatives designated by the User Department Commissioner(s), will review the submittals in accordance with the Evaluation Criteria Submittal requirements set forth in this RFQ. The evaluation process will be facilitated by the Department of Procurement Services. Evaluation Committee members will evaluate each RFQ response based on the Evaluation Criteria Submittal requirements outlined in this RFQ.

The Evaluation process is approximately 6-8 weeks from the response due date, depending on the amount of responses received. No inquiries regarding the evaluation will be discussed or communicated during the evaluation period. All Respondents will be notified in writing of the results upon completion of the evaluation process.

2. Evaluation Process

Each evaluation criteria item will be evaluated and scored for each respondent on an evaluation worksheet (See page 13) by each voting evaluation committee member. The sum of all scores for each respondent from each EC voting member will determine each respondent's qualification.

Evaluation criteria will be scored based on the following scoring method:

A. Responsive/Non-Responsive (Criteria item 1)

Each Respondent must have on file prior to the RFQ response due date a current Illinois Wrecker Bond. **Failure of the respondent to submit proof of the respondent's current Illinois Wreckers Bond with their response will be found Non-Responsive and immediately disqualified from further consideration.**

B. Accepted/Not Accepted Criteria (Criteria items 4-11)

Accepted/Not Accepted criteria items are required and are administrative in nature and do not affect, nor directly impact performance areas of the demolition project. All submittals that meet the criteria for these items will be rated as "Accepted" and will accrue the full applicable points in the column titled EXTENDED RATING. All responses that do not satisfy the criteria will be rated as "Not Accepted" and accrue zero points in the column titled EXTENDED RATING.

C. Numeric Rating (Criteria items 2-4)

Numerically rated criteria items directly impact the respondent's ability to perform demolition services and will be numerically rated in one of the following five categories in the column titled NUMERIC RATING:

Excellent= 4: The submittal demonstrated the respondent's ability to meet and exceed the City's expectations.

Good= 3: The submittal demonstrated the respondent's ability to meet the City's expectations.

Fair=2: The submittal is unclear as to the respondent's ability to meet the City's expectations.

Poor=1: The submittal does not demonstrate the respondent's ability to meet the City's expectations.

No Submittal= 0: Bidder/Respondent did not submit the required item/submittal unacceptable.

D. Weight Criteria (Criteria items 2-4)

Numerically rated criteria items directly impact the respondent's ability to perform demolition service and will be weighted in one of the following two categories:

Critical: Critical criteria is essential to the quality of performance and success of the project. Failure on the part of the Respondent's submittal to demonstrate the ability to meet this criteria may indicate the respondent's inability to successfully perform the project. Criteria weighted as CRITICAL will be multiplied by 6 (Numeric Rating X 6=Extended Rating)

Important: Important criteria is not critical, but important to the success of the project. Failure

on the part of the Respondent's submittal to demonstrate the ability to meet this criteria may indicate the respondent's inability to successfully perform the project. Criteria weighted as IMPORTANT will be multiplied by 3 (Numeric Rating X 3=Extended Rating)

E. Classification

The EC will classify each qualified respondent under one of three (3) classifications; A, B or C. Classification of each qualified respondent will be based on both the respondents current Wrecker's Bond and the respondent's project references that meet the minimum number of project references for the highest applicable class. (See table in Section III.1.B)

The following sample is an illustration of the Evaluation worksheets executed by each voting Evaluation Committee member for each respondent.

EVALUATION CRITERIA	Numeric Rating (0 through 4)	Weight Multiplier	Extended Rating	Comments
1. Submitted proof of current WRECKERS BOND	N/A	N/A	<u>X</u> Responsive ___ Not Responsive	
2. FORM A - Project Experience & References	3	X 6 critical	=18	Respondent did not provide complete contact info for all projects
3. FORM B - Qualifications of Technical/Lead Personnel	4	X 3 important	=12	
4. Ability to Perform	3	X 3 important	=9	
5. FORM C - Cover Letter	N/A	N/A	<u>2</u> +2 accepted ___+0 not accepted	Respondent did not complete all items on FORM A
6. FORM D – Affidavit of MBE/WBE Commitment	N/A	N/A	<u>5</u> +5 accepted ___+0 not accepted	
7. Financial Stability	N/A	N/A	<u>5</u> +5 accepted ___+0 not accepted	
8. Legal Actions	N/A	N/A	<u>5</u> +5 accepted ___+0 not accepted	
9. Conflict of Interest	N/A	N/A	___ +5 accepted <u>0</u> +0 not accepted	Respondent did not submit a written statement
10. Performance Bond	N/A	N/A	<u>5</u> +5 accepted ___+0 not accepted	
11. Insurance	N/A	N/A	<u>5</u> +5 accepted ___+0 not accepted	

12. Execution of Master Term Agreement				
A. Economic Disclosure Affidavit	N/A	N/A	<u>5</u> +5 accepted ___ +0 not accepted	
B. Execution Page	N/A	N/A	<u>5</u> +5 accepted ___ +0 not accepted	
C. Affidavit of Chicago Business	N/A	N/A	<u>5</u> +5 accepted ___ +0 not accepted	
D. Affidavit Regarding Removal of Waste Materials	N/A	N/A	<u>5</u> +5 accepted ___ +0 not accepted	

CLASSIFICATION: B

Total Rating = 84

F. Overall Total Rating

Each Voting Member will add all “Extended Rating” figures to calculate the TOTAL RATING for each Respondent on each worksheet. The maximum Total Rating points per Respondent, per EC member is 100. The Procurement Services Facilitator will combine all TOTAL RATING figures from each voting member for each Respondent for an OVERALL TOTAL RATING. Each Respondent’s OVERALL TOTAL RATING will fall in one of the following three category ranges:

(Example ranges below are based on 3 voting EC members. Ranges may vary depending on the number of voting EC members)

Highly Qualified: 300-264
Qualified: 263-228
Not Qualified: 227 and under

Total Rating = 84 × 3 EC members = 252 Overall Total Rating Qualified

G. Contract Award

The Evaluation Committee will submit both “Highly Qualified and Qualified” Respondents and applicable classifications to the Commissioner of the Department of Buildings. Master Term Agreements will be awarded to those firms ranked “Highly Qualified” only or both “Highly Qualified and Qualified” at the discretion of the Commissioner of the Department of Buildings. The Department of Buildings Commissioner will make the final selection(s) and recommend that the Chief Procurement Officer authorize award to the chosen firm(s). Chosen firms will be notified in writing of the City’s acceptance of their qualifications and classification as a Pre-qualified Demolition Contractor for the City of Chicago.

The City reserves the right to seek clarification and verification of information submitted in response to this RFQ during the evaluation process. The Chief Procurement Officer reserves the right to accept or reject any or all qualifications and selections when it is determined, in

the sole discretion of the Chief Procurement Officer, to be in the best interest of the City.

3. Debriefing

Respondents that are found “Not Qualified” will be notified in writing and allowed a debriefing meeting with the Department of Procurement Services to receive an explanation of the Respondents submittal deficiencies which resulted in their not-qualified status or submittal rejection. A debriefing meeting will only be granted upon receipt of written request which must be received by the Department of Procurement Services within (10) business days of the rejection notice.

v. ADDITIONAL REQUIREMENTS

1. Cancellation

The City reserves the right to terminate this procurement at any stage if the Chief Procurement Officer determines it to be in the best interest of the City. In no event is the City liable to Respondents for any cost or damages incurred by Respondents, sub consultants, subcontractors or other interested parties in connection with the procurement process, including but not limited to any and all costs of preparing the Request for Qualifications and participation in any conferences, oral presentations or negotiations.

Note: Pursuant to Mayoral Executive Order no. 05-1, from the date of public advertisement of this request for qualification/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent (“Owners”), spouses and domestic partners of such Owners, Respondent’s proposed 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 (Respondent and all the other preceding classes of persons and entities are together, the “Identified Parties”) must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the “Mayor”) or to his political fundraising committee; (b) coerce, compel, intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (d) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

If the Respondent violates this provision or Mayoral Executive Order No. 05-1 prior to the award of an agreement resulting from this request for qualifications/proposals/information, the Chief Procurement Officer may reject Respondent’s proposal.

For purposes of this provision:

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

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

Individuals are “Domestic Partners” if they satisfy the following criteria:

- A. they are each other’s sole domestic partner, responsible for each other’s common welfare; and
- B. neither party is married; and
- C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E. two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2005-01.

2. Confidentiality

Responses to this RFQ become the exclusive property of the City of Chicago. All documents submitted in response to this RFQ may be regarded as public records and may be subject to disclosure. Protection from disclosure generally applies to those elements in each submittal which are marked as “Trade Secret,” “Confidential” or “Proprietary.” During the course of the submittal evaluation process or the course of the project, the Chief Procurement Officer will accept materials clearly and prominently labeled “Trade Secret,” “Confidential” or “Proprietary” by the Respondent or other submitting party. The Chief Procurement Officer will not advise as to the nature of the content of the documents entitled to protection from disclosure, or as to the definition of trade secret, confidential or proprietary information. The Respondent or other submitting party is solely responsible for all such determinations made by it, and for clearly and prominently marking each

and every page or sheet of materials with “Trade Secret,” “Confidential” or “Proprietary” as it determines to be appropriate. Respondents that indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be considered non-responsive.

The Chief Procurement Officer will endeavor to advise the Respondent of any request for the disclosure of material so marked as “Trade Secret,” “Confidential” or “Proprietary,” and will give the Respondent or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the Respondent, the Respondent is solely responsible for notifying the submitting party of the request.

The City’s sole responsibility is to notify the Respondent of the request for disclosure, and the City will not be liable for any damages arising out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake or negligence on the part of the City of Chicago or its officers, employees, Consultants or subconsultants.

In the event of litigation concerning the disclosure of any material submitted by the Respondent, the Respondent or other submitting party is responsible for prosecuting or defending any action concerning the materials at its sole expense and risk. If the City of Chicago is required to participate in such an action, the Respondent agrees to defend and indemnify the City of Chicago for any and all damages and costs arising in connection with the action (including but not limited to, reasonable attorneys’ fees).

3. City's Rights to Reject Responses

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Responses that do not conform to the requirements set forth in this RFQ; or that do not contain at least the information required. If no Respondent is selected through this RFQ process, then the Chief Procurement Officer may use any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago to obtain the Services described here.

Nothing in this RFQ is intended to, nor operates to, limit or otherwise constrain the authority, powers and discretion of the Chief Procurement Officer as set forth in the Municipal Purchasing Act for Cities of 500,000 or More in Population, 65 ILCS 5/8-10-1 et. seq., as amended, and in the Municipal Code of the City of Chicago, as amended.

4. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, team member(s), sub-contractors or other interested parties in connection with the RFQ process, including but not limited to costs associated with preparing the RFQ response submittals and of participating in any conferences, oral presentations or negotiations.

EXHIBIT 1

FORMS

- Form A – Project Experience & References**
- Form B – Qualifications of Technical Personnel**
- Form C – Cover letter**
- Form D – Affidavit of MBE/WBE Commitment**

FORM A

Project Experience - Page 1 of 5

#1 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: (in feet)		Total Cubic feet of Structure:		
Type of Structure: (Check one)	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

#2 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: (in feet)		Total Cubic feet of Structure:		
Type of Structure: (Check one)	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

FORM A

Project Experience - Page 2 of 5

#3 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: <i>(in feet)</i>		Total Cubic feet of Structure:		
Type of Structure: <i>(Check one)</i>	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

#4 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: <i>(in feet)</i>		Total Cubic feet of Structure:		
Type of Structure: <i>(Check one)</i>	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

FORM A

Project Experience - Page 3 of 5

#5 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: (in feet)		Total Cubic feet of Structure:		
Type of Structure: (Check one)	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

#6 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: (in feet)		Total Cubic feet of Structure:		
Type of Structure: (Check one)	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

FORM A

Project Experience - Page 4 of 5

#7 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: (in feet)		Total Cubic feet of Structure:		
Type of Structure: (Check one)	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

#8 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: (in feet)		Total Cubic feet of Structure:		
Type of Structure: (Check one)	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

FORM A

Project Experience - Page 5 of 5

#9 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: (in feet)		Total Cubic feet of Structure:		
Type of Structure: (Check one)	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

#10 Client Name:				
Completion Date of Demolition:		Cost of Demolition: \$		Number of Crew utilized:
Demolition Address:				
Height of Structure: (in feet)		Total Cubic feet of Structure:		
Type of Structure: (Check one)	Residential:	Commercial:	Industrial:	Other:
Client Telephone: ()		Contact Person:		
Description of Work:				
Type of equipment used:				
Special skills or expertise utilized:				

EVALUATION COMMITTEE USE ONLY

Verified by: _____

Date Confirmed _____ Height Confirmed _____ Cubic feet Confirmed _____

Completed on Schedule: Yes / No

Completed within Budget: Yes / No

Overall performance: EXCELLENT ___ GOOD ___ FAIR ___ POOR ___

Comments:

FORM B

Qualifications of Technical/Lead Personnel

(Respondent may duplicate form for additional entries)

#1 Name:	Job Title:	Resume attached: yes/no
Years of Employment with Respondent:	Years in Demolition field:	
Special Skills:		
Previous Municipal related experience:		
Client Name:	Contact Person:	
Client Address:	Telephone:	
#2 Name:	Job Title:	Resume attached: yes/no
Years of Employment with Respondent:	Years in Demolition field:	
Special Skills:		
Previous Municipal related experience:		
Client Name:	Contact Person:	
Client Address:	Telephone:	
#3 Name:	Job Title:	Resume attached: yes/no
Years of Employment with Respondent:	Years in Demolition field:	
Special Skills:		
Previous Municipal related experience:		
Client Name:	Contact Person:	
Client Address:	Telephone:	
#4 Name:	Job Title:	Resume attached: yes/no
Years of Employment with Respondent:	Years in Demolition field:	
Special Skills:		
Previous Municipal related experience:		
Client Name:	Contact Person:	
Client Address:	Telephone:	
#5 Name:	Job Title:	Resume attached: yes/no
Years of Employment with Respondent:	Years in Demolition field:	
Special Skills:		
Previous Municipal related experience:		
Client Name:	Contact Person:	
Client Address:	Telephone:	

FORM C

GENERAL INFORMATION

LEGAL NAME OF RESPONDENT: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____

NUMBER OF YEARS IN BUSINESS: _____

TOTAL NUMBER OF EMPLOYEES: _____

NUMBER OF EMPLOYEES ALLOCATED TO CITY OF CHICAGO DEMOLITION WORK: _____

CERTIFIED MBE: _____ WBE: _____ N/A _____

CERTIFICATION LETTER ATTACHED: YES _____ NO _____

CURRENT WRECKERS BOND ON FILE: YES _____ NO _____

COPY OF CURRENT WRECKERS BOND ATTACHED: YES _____ NO _____

WRECKERS BOND CLASS: _____

RESPONDENT HAS READ AND REVIEWED THE CITY'S TERMS & CONDITIONS IN EXHIBIT 2 – MASTER TERM AGREEMENT AND TAKES NO EXCEPTIONS _____ (check here)

PRINCIPAL CONTACT PERSON for RFQ: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

In the event your firm selected as a Pre-qualified Demolition Contractor please provide the following primary & secondary email addresses to be utilized throughout the life of the master term agreement. Any changes in contact information must be submitted to the Department of Procurement Services Senior Procurement Specialist in writing.

PRIMARY EMAIL CONTACT: _____

SECONDARY EMAIL CONTACT: _____

FORM D

MBE/WBE Affidavit of Commitment

Jamie L. Rhee, Chief Procurement Officer
City of Chicago
Department of Procurement Services
121 North LaSalle, Room 806
Chicago, Illinois 60602

Subject: DEMOLITION SERVICES
MASTER TERM AGREEMENT
Specification: 132459

STATE OF ILLINOIS)
)
COUNTY OF COOK)

Regarding the above referenced Contract, I hereby declare and affirm that:

_____(Contractor) will provide MBE/WBE program participation on all demolition task orders awarded in accordance with the provisions of the Special Conditions Regarding Participation of Minority Business Enterprises and Women Business Enterprises, including the submittal of Schedule D and Schedule C affidavits for all task orders awarded under the above referenced Master Term Agreement. I fully understand that it is the policy of the City of Chicago that certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) shall have maximum practicable opportunity to participate fully in the performance of City contracts. In accordance with Section 2-92-420 et seq., of the Municipal Code of the City of Chicago. The City of Chicago has established goals for this program at **15.0% MBE** and **4.0% WBE**.

Name of Contractor

Signature of Authorized Officer

Title (Print or Type)

State of _____

County of _____

Signed and sworn before me this _____ day of _____, 20____

(Seal)

Notary Public Signature

Commission Expires _____

City Use Only		City Use Only	City Use Only
City Vendor No.		Vendor Name	City Contract/PO No.

I

EXHIBIT 2

MASTER TERM AGREEMENT

Documents required for execution:

- ✓ **Online Economic Disclosure Affidavit**
- ✓ **Execution Page**
- ✓ **City based Business Affidavit**
- ✓ **Affidavit Regarding Removal of Waste**

City Use Only		City Use Only	City Use Only
City Vendor No.		Vendor Name	City Contract/PO No.



DEMOLITION SERVICES MASTER TERM AGREEMENT

Specification Number: 132459 (Renewal)

Issued by:
CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:
CITY OF CHICAGO DEPARTMENT OF BUILDINGS

RFI Deadline: 4:00 PM Central Time, **November 9, 2016**. Inquiries must be in writing.

Pre-Bid Conference: **November 2, 2016 at 12pm, City Hall – Rm 1103, 121 North LaSalle, Chicago, IL 60602**

Response Due Date: **November 29, 2016**

Response Due Time: **4:00 PM Central Time**

RFQ/Bid Opening Location: Bid & Bond Room, City Hall, Room 103, 121 N. LaSalle Street, Chicago, Illinois 60602

Information: Sonji Ward, C.P.P.B., Senior Procurement Specialist
Email: Sonji.ward@cityofchicago.org, **Fax:** 312-744-9687, **Phone:** 312-744-4916
DPS Address: City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602
DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

All signatures to be sworn to before a Notary Public. Responses must be received in the City of Chicago Department of Procurement Services (DPS) Bid & Bond Room no later than the date and time above during regular business hours (8:30 AM to 4:30 PM Central Time). Response submittal package must be complete.

Bid Deposit:	None	DPS Unit:	Construction
Performance Bond:	None	Reverse Auction:	No
City Business Preference	Yes	Drawings:	None
Local Manufacture Preference	N/A	Exhibits:	2
Alternative Fuel Vehicle Pref.	Yes	Maps:	None
Bid Specific Goals:	15% MBE and 4% WBE	Contract Term:	36 Months
Funding Source:	City	Start Date:	<u>1/29/16</u>
Fund Number:	Various	Expiration Date:	<u>1/28/19</u>

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

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ARTICLE 1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid/RFS Documents

The Bid Documents/Request for Service (RFS), include the Invitation for Bids via electronic solicitation, Bid Proposal Pages, Requirements for Bidding and Instructions for Bidders, Standard Terms and Conditions, Special Conditions, Scope of Work and Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, MBE/WBE Special Conditions or DBE Special Conditions (as applicable) and all other applicable drawings or exhibits attached hereto, and any and all Clarifications and Addenda issued by the City. Upon the award and execution of a Task Order pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

1.2. Obtaining the Bid/RFS Documents

Bidders are solely responsible for obtaining all Bid Documents/Request for Service, including Clarifications and Addenda. Bid/RFS will be issued electronically to all applicable pre-qualified demolition firms utilizing the primary and secondary email addresses provided in the Demolition Services RFQ. All pre-qualified demolition firms are responsible for maintaining functional email addresses and notifying the Department of Procurement Services of any change in contact information for the term of the Master Agreement.

In the event of a conflict or inconsistency between the Bid Documents/RFS obtained on-line and the printed Bid Documents available from the Bid & Bond Room, the terms and conditions of the printed Bid Documents will prevail.

1.2.1. Printed Bid/RFS Documents

Printed copies of Bid/RFS Documents are available for pickup from:

Bid & Bond Room
Room 103 City Hall
121 North LaSalle Street
Chicago, IL 60602
Phone # 312-744-9773
Fax # 312-744-5611

Plans and Drawings may be available on CD.

1.3. Clarifications and Addenda

The City sends out clarifications and addenda to the Bid/RFS Documents to applicable pre-qualified demolition firms.

There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Failure to acknowledge Clarifications and/or Addenda in the Bid Documents when submitting the bid will render the bid non-responsive. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this master term agreement.

1.4. Examination of the Bid/RFS Documents and Work Site

Bidders are required to carefully examine all of the Bid/RFS Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite, Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a task order will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or

expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

1.5. Pre-Bid Conference and Site Visit

If a pre-bid conference may be held to answer questions regarding the Bid/RFS Documents, it will be held on the date and time stated on the front cover of the Bid/RFS Documents. The pre-bid conference may be recorded by DPS.

If a pre-bid conference will be held, mandatory attendance is required unless otherwise stated in the Request for Service. The Chief Procurement Officer or his/her representative and/or representatives from the City Department for which the Bid/RFS Documents have been issued will comprise the panel to respond to Bidders' questions.

Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid. The Contractor will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit in its bid.

If the site for the Work is not accessible to the public during normal business hours, instructions for obtaining access, including a date and time for guided visits, is set out on the cover of the Bid Documents.

1.6. Questions Regarding the Bid/RFS Documents; Bidder Inquiry Deadline

All inquiries regarding this Bid Documents or procurement process must be directed to the Procurement Specialist/Senior Procurement Specialist at the email address listed on the front cover of the Bid Documents. **Inquiries must be submitted via email and MUST include the specification and Request for Service number in the subject line of the email.**

The Bidder Inquiry Deadline may be listed on the front cover of the Bid Documents. Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

1.7. Exceptions

Any deviations from or exceptions to any provisions or requirements of the bidding documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted on the Proposal Page(s) or attached thereto, with the exact nature of the change outlined in sufficient detail, and as provided below under "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made. Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection of its Bid.

If a Bidder takes exception to or deviates from any provision or requirement, the Chief Procurement Officer shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exception(s) or deviations to be material.

1.8. Taxes Included in Bid Prices

Materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The City's Tax Exemption Certificate number is 36-6005820.

Materials purchased by the City of Chicago are not subject to the State of Illinois Sales Tax. The City's Tax Exemption Certificate number is E9998-1874-07.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable Federal, State and local taxes, direct or indirect, in their Bid prices.

1.9. Bid Prices Must Incorporate All Costs

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

1.10. Completion of the Bid/RFS Documents

The forms, including the Bid/RFS unit pricing and execution page, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public.

1.11. Required Forms and Fees

1.11.1. Certificate of Filing for Online EDS

Bidders must maintain an online EDS throughout the term of the master agreement. 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 EDS online and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed. Refer to the Instructions for Completing Economic Disclosure Statement and Affidavit On-Line.

1.11.2. MBE/WBE Program

The goals for MBE and WBE participation are set forth in the Master Term Agreement. The rules, regulations, and forms for achieving these goals are set forth in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment ("M/WBE Special Conditions").

- **Schedule B: Affidavit of Joint Venture** (if applicable)
If applicable, complete and submit this form if a non-certified firm has formed a joint venture with one or more MBE/WBE certified firms to submit a Bid. Such Affidavit should be signed by the appropriate Joint Venture members and notarized.
- **Schedule C**
If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed and notarized.
- **Schedule D**
If applicable, include the Bidder's Affidavit of MBE/WBE Goal Implementation Plan. This Affidavit must be signed and notarized.
- **Request for a Reduction or Waiver of the MBE/WBE Goals**
If applicable, after making good faith efforts, the Bidder is unable to provide a plan for the utilization of MBE and WBE firms that will achieve compliance with the MBE/WBE goals, the Bidder must, as required by the MBE/WBE Special Conditions, submit a request for whole or partial waiver of the goals with its Bid. Any waiver request must include documentation as required by the M/WBE Special Conditions including but not limited to notification to an assist agency.

1.11.3. Bid Deposits and Bid Bonds

Bid deposits, if required, may be in the form of a bond, certified check, cashier's check or money order payable to the City of Chicago. Bid bonds must be in the form provided by the Department of Procurement Services, and must be executed by a surety licensed and authorized to do business in the State of Illinois.

Cash is not an acceptable form of Bid Deposit. Substantial failure to comply with bid deposit requirements will result in rejection of the bid. A non-substantial failure to comply with the bid deposit requirement is a failure that does not provide a commercial advantage to the Bidder over other bidders.

Bid deposits will be returned, with the exception of the bid bond deposit for the contract awardee's bid, after the CPO has awarded the contract. The bid bond deposit for the awardee's bid will be returned after the contract has been awarded and a satisfactory Performance and Payment Bond has been approved by the City, where such bond is required.

The Chief Procurement Officer may return bid deposits sooner, but reserves the right to hold all bid deposits until a contract has been awarded or, in the case of multiple awards, all contracts have been awarded for the Bid in question.

If a bid deposit is required, it will be indicated on the front cover of the Bid Documents.

1.11.4. Performance and Payment Bonds

If a performance and payment bond is required, failure to provide the required bond within the required time period when requested will result in rejection of the bid and forfeit of the bid deposit, if a deposit was required. The forfeiture shall not limit any other City remedies against the Bidder. Performance and payment bonds must be in the form specified by the City, a specimen of which will be attached to the Bid Documents as an exhibit or available from the Bid & Bond Room.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the amount bid. Circular 570 is available at www.fms.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the CPO, but each co-security must individually meet the requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

If a performance and payment bond is required to be provided prior to contract award, it will be indicated on the front cover of the Bid Documents.

1.11.5. Contractor's Financial Statement

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid & Bond Room, City Hall Room 103, Chicago, IL 60602, or may be downloaded at www.cityofchicago.org/form. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

1.11.6. Other Required Forms and Documents

Other forms required to be included with the Bid are:

- Insurance Certificate of Coverage
- Affidavit of Chicago Business (if applicable)
- Affidavit of Locally-Manufactured Goods (if applicable)
- Alternatively Powered Vehicles Affidavit (if applicable)
- DBE or MBE/WBE compliance forms as applicable
- Proposal Page(s) (Schedule of Prices)
- Bid Execution Page

1.12. Submission of Bids

1.12.1. Date, Time, and Place

Bids are to be delivered to the Bid & Bond Room of the Department of Procurement Services, City Hall Room 103, 121 North LaSalle Street, Chicago, Illinois 60602 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the City to change such date and/or time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Bid & Bond Room.

Bids must be dropped off in the Bid & Bond Room during regular business hours: 8:30 am to 4:30 pm, Monday through Friday, excluding Holidays of the City.

1.12.2. Bids Must Be Sealed and Properly Labeled

All Bids must be submitted in sealed envelopes. The Department of Procurement Services provides official bid enclosure envelopes at the Bid & Bond Room. Use of official envelopes is not required but is preferred

All envelopes containing Bids must be marked "Bid Enclosed," and must have the Bidder's name and address, the Specification Number, and the advertised date and time of bid opening stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

1.12.3. Bidders Are Responsible for Bid Delivery

Each Bidder is solely and completely responsible for delivery of its Bid to the Bid & Bond Room before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Bids are delivered to the Bid & Bond Room prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

1.12.4. Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, 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, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

- A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."
- B. 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 bid."
- C. Provide a CD-ROM with a redacted copy of the entire bid or submission in .pdf format for posting on the City's website. Bidder is responsible for properly and adequately redacting any Data which Bidder 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 bid as non-responsive.

All Bids 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, valid subpoena, or other legal requirement. Bidder agrees not to pursue any cause of action against the City with regard to disclosure of information.

1.13. Withdrawal of Bids

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Senior Procurement Specialist and the Bid & Bond Room. Bidders must make their own arrangements for the return of their Bids.

1.14. Bid Opening

Bids will be opened and read publicly in the Bid & Bond Room by the Department of Procurement Services immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Department of Procurement Services to determine the lowest responsive and responsible bidder and whether a contract will be awarded.

Bid tabulations are public information and are posted on the City's website www.cityofchicago.org/BidTab. URL is case sensitive. Select "Get Started Online" and search by specification number.

1.15. Effective Term of Bid

Unless a Bid is expressly rejected by the Chief Procurement Officer, all Bids will remain in effect for ninety (90) days subsequent to the Bid opening. The City may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

1.16. Evaluation of Bids

1.16.1. Determination of Responsiveness

DPS will review Bids to determine whether they conform to the requirements of the Bid Documents.

1.16.1.1. Must Bid All Line Items

The Bidder must bid all Line Items set forth on the RFS Proposal Pages for combined bids only, except to the extent that the RFS expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group/Combined bid, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

1.16.1.2. Mathematical Calculations

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

1.16.1.3. Unbalanced Bids

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her sole discretion and authority, determines is materially unbalanced.

1.16.1.4. Cash Billing Terms

Cash billing discounts offered will not be considered in the evaluation of bids.

1.16.2. Determination of Responsibility

The determination of the responsibility of a Bidder is within the sole discretion and authority of the Chief Procurement Officer.

The Chief Procurement Officer may request any Bidder to submit such additional information pertaining to the Bidder's responsibility as the Chief Procurement Officer deems necessary. Failure to comply with any such request will result in a finding of non-responsibility and rejection of the Bid.

1.16.2.1. Bidder Debts or Defaults

The Chief Procurement Officer reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

1.16.2.2. Competency of Bidder

The Bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of ability to perform the Contract and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

1.17. Rejection of Bids and Waiver of Informalities

The Chief Procurement Officer, in his/her sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Bids submitted in response to any Invitation for Bids. The Chief Procurement Officer, in his/her sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

1.18. Statutory Adjustments to the Bid

1.18.1. City-based Businesses (Chicago Business Preference)

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

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a contract does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city-based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of two percent of the contract base bid, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a prime contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents.

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their Bid that Bidder is a City-Based Business.

1.18.2. Alternatively Powered Vehicles Bid Incentive

1.18.2.1. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section 1.18.2 only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(A) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(B) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(C) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the Municipal Code of Chicago.

"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.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the Municipal Code of Chicago.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the Municipal Code of Chicago.

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

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

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not

include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the Municipal Code of Chicago, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

1.18.2.2. Eligibility for Alternatively Powered Vehicles Bid Incentive

(A) Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded, the chief procurement officer may allocate a bid incentive of 1/2% of the contract base price to a qualified bidder when the qualified bidder is an eligible business. If the CPO has determined that an Alternatively Powered Vehicles Preference may be applied, it will be indicated on the cover page of the Bid Documents.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(B) As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(D) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the *Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles*, which affirms that the bidder satisfies all pertinent requirements as an eligible business.

(E) Upon completion of the work, any eligible business that receives a bid preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

(F) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

1.18.3. Joint Ventures Between Small Business Enterprises and Veteran-Owned Business Enterprises

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

"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.

"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.

"Eligible joint venture" means an association of one or more small business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

“Owned” means, as MCC 2-92-670 may be updated from time to time, having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

“Small business enterprise” means, as MCC 2-92-670 may be updated from time to time, a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

“Veteran” means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-418 of the MCC, to any qualified bidder that is an eligible joint venture.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as an eligible joint venture.

As a condition of being awarded the bid incentive, the eligible joint venture shall continue to meet the definition of an eligible joint venture. If a contract is awarded to the eligible joint venture, upon completion of the work, any eligible joint venture that receives a bid preference but fails to meet the definition of eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

1.18.4. Child Support Arrearage

Pursuant to Section 2-92-415 of the MCC, an eight percent (8%) penalty will be applied to the Bids of Bidders whose substantial owners, as defined in the Code, are in arrears on court-ordered child support payments and who have not entered into an agreement for payment or are otherwise not in compliance with the order. The penalty will pertain to the Bid only, and will not affect the Contract Price or payments under the Contract.

1.18.5. MacBride Principles Ordinance

If the Bidder conducts any business operations in Northern Ireland, it is hereby required that the Bidder will make reasonable and good faith efforts to conduct those operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 and Section 2-92-580 of the Municipal Code to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland.

Bidders who take exception to the provision set forth above will be assessed an eight percent (8%) penalty on their Bids. The penalty will pertain to the Bid only, and will not affect the Contract Price or payments under the Contract.

1.19. Consideration of Bids

The CPO represents and acts for the City in all matters pertaining to this invitation for bids and any task order subsequently awarded. The CPO reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the City will be served by such action.

1.20. Bid Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall Room 806, 121 North LaSalle Street, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five calendar days before the bid opening date, a pre-award protest must be filed no later than ten calendar days after the bid opening date, and a post-award protest must be filed no later than ten calendar days after the award of the contract.

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the CPO undertake.

Copies of the Bid Protest Procedures (entitled Department of Procurement Services Solicitations and Contracting Process Protest Procedures) are available at the Bid & Bond Room and on DPS' website www.cityofchicago.org/procurement under "Rules, Regulations and Ordinances" then under "Contract Rules and Regulations."

1.21. Award of Task Order; Notice of Award

The task order consists of the Bid Documents. Upon the award and execution of a task order pursuant to the Bid Documents, the task order Bid Documents become the Contract Documents, which collectively comprise the Contract.

The Department of Procurement Services will, by written notice, notify the Bidder that is, per the Basis of Award, the lowest responsive and responsible Bidder of the City's award of a task order contract.

1.22. 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.

ARTICLE 2. STANDARD TERMS AND CONDITIONS

2.1. General Provisions

2.1.1. Definitions

"Addendum" is an official revision of the Bid/RFS 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/RFS 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 RFS 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 "task order" 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 "Task Order 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.

"Master Term Agreement" means, upon notice of award from the CPO, the Master Term Agreement contract consisting of the acceptance and approval of all pre-qualification procedures relating to a specific RFQ invitation for Qualifications, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof.

"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" 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/RFS 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.

"Task Order" means, upon notice of award from the CPO, the task order contract consisting of all Bid Documents relating to a specific invitation for bids/RFS, 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 "Task Order ."

2.1.2. Interpretation of Contract

2.1.2.1. Order of Precedence

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

- Standard Terms and Conditions
- Addenda, if any
- Plans or drawings, if any
- Detailed Specifications / Scope
- 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

2.1.2.2. 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.

2.1.2.3. 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.

2.1.2.4. 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.

2.1.3. Subcontracting and Assignment

2.1.3.1. 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.

2.1.3.2. 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.

2.1.3.3. 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.

2.1.3.4. 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.

2.1.3.5. 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.

2.1.4. Contract Governance

2.1.4.1. 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.

2.1.4.2. 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.

2.1.4.3. 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.

2.1.4.4. 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.

2.1.4.5. 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.

2.1.4.6. 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.

2.1.4.7. 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.

2.1.4.8. 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.

2.1.4.9. 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.

2.1.4.10. 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.

2.1.4.11. 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.

2.1.4.12. 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.

2.1.5. 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.

2.1.6. Indemnity

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

whether or not they are owned, furnished, or loaned by the Indemnitees.

4. You will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of all notices that you may receive of any claims, actions, or suits that may be given or filed in connection with your performance or the performance of any Subcontractor and for which the Indemnitees are entitled to indemnification under this Contract and to give the Indemnitees authority, information and assistance for the defense of any claim or action.

2.1.7. 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.

2.1.8. Contract Extension Option

The City may extend this Contract once following the expiration of the contract term for up to ninety (90) 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.

2.2. Compensation Provisions

2.2.1. Ordering, Invoices, and Payment

2.2.1.1. 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.

2.2.1.2. 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.

2.2.1.3. 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.

2.2.1.4. 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.

2.2.1.5. 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.

2.2.1.6. 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 at least five (5) years after the expiration or termination of the Contract.

2.2.1.7. Audits

2.2.1.7.1. 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".

2.2.1.7.2. 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.

2.2.2. 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. This information 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 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 fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

2.2.3. Prompt Payment to Subcontractors

2.2.3.1. 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.

2.2.3.2. Payment to Subcontractors Within Fourteen Days

The Contractor must make payment to its Subcontractors within 14 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.

2.2.3.2.1. 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 14 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 14-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 14-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](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure%20to%20Promptly%20Pay%20Fillable%20Form%203%202013.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.

2.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 2.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 2.5 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.

2.2.3.3. 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.

2.2.3.4. 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

2.2.3.5. 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.

2.2.4. 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.

2.3. Compliance With All Laws

2.3.1. 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.

2.3.2. Non-Discrimination

2.3.2.1. 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.

2.3.2.2. 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.

2.3.2.3. 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.

2.3.2.4. 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 of at least three years 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.

2.3.3. Prevailing Wage Rates

To the extent required by law, the Contractor will comply, and will cause all of its Subcontractors to comply and insert appropriate provision in their Contracts, with 820 ILCS 130/01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers and mechanics employed by or behalf of the Contractor and all Subcontractors in connection with any services. To the extent applicable, the Contractor will ensure that it and its Subcontractors comply with the 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. The Contractor must comply with AN ACT regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under Contract for public works.

It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, must be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

If the Department of Labor revises the general prevailing hourly rate to be paid by the public body, the revised rate must apply to such Contract. The term general prevailing hourly rate, when used in this Act 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 employee engaged in work of a similar character on public works. A copy of the current Illinois Department of Labor Prevailing Wage Rates for Cook County is attached as Attachment A.

If the nature of the Work or services under this Contract is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., then not less than the general prevailing rate of hourly wages as determined by the Illinois Department of Labor (IDOL) must be paid to all laborers, mechanics, and other workers performing Work under this Contract. Contractor's attention is called to the generally prevailing rate of wages for Cook County in effect at the time these specifications were issued, as determined by IDOL. They are also the prevailing wage rates for the City of Chicago. If required for this Work, they are attached to and incorporated in these specifications, or refer to website: www.state.il.us/agency/idol/CM/countym.htm for Cook County. Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the IDOL, at the time the Work is performed. If IDOL revises the prevailing rate of hourly wages to be paid for the Work before completion of the Work under this Contract, the revised rate applies from the effective date of the revision, but any such revision will not entitle Contractor to any increased compensation under the terms of this Contract.

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 law.

2.3.4. 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, 2016 the Base Wage is \$13.15. 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.

2.3.5. 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:

2.3.5.1. 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.

2.3.5.2. 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.

2.3.5.3. 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.

2.3.5.4. 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.

2.3.5.5. 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.

2.3.6. Restrictions on Business Dealings

2.3.6.1. 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.

2.3.6.2. 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.

2.3.7. 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.

2.3.8. Other City Ordinances and Policies

2.3.8.1. 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.

2.3.8.2. 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.

2.3.8.3. 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.

2.3.8.4. 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.

2.3.8.5. 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).

2.3.8.6. 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.

2.3.9. Compliance with Environmental Laws and Related Matters

2.3.9.1. 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.

2.3.9.2. 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.

2.3.9.3. 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.

2.3.9.4. 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.

2.3.9.5. 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.

2.3.9.6. 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.

2.3.9.7. 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.

2.3.9.8. 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.

2.3.9.9. 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.

2.3.9.10. 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.

2.4. Contract Disputes

2.4.1. 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.

2.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute to the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the

dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

2.5. Events of Default and Termination

2.5.1. 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.

2.5.2. 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.

2.5.3. 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.

2.5.4. 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.

2.5.5. 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.

2.5.6. 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.

2.6. Department-specific Requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

2.6.1. 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.

2.6.1.1. 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.

2.6.1.2. 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.

2.6.1.3. 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.

2.6.1.4. General Requirements Regarding Airport Operations

2.6.1.4.1. 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.

2.6.1.4.2. 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.

2.6.1.4.3. 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.

2.6.1.4.4. 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.

2.6.1.4.5. 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.

2.6.1.5. General Civil Rights Provision

Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions

The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

2.6.2. Emergency Management and Communications (OEMC) Security Requirements

2.6.2.1. 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.

2.6.2.2. 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 a 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.

2.6.2.3. 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.

2.6.2.4. 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.

2.6.2.5. 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.

2.6.3. 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.

2.6.4. Department of Water Management ("DOWM") Security Requirements

2.6.4.1. 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.

2.6.4.2. 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.

2.6.4.3. 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.

2.6.4.4. 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.

2.6.4.5. 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 3. TERMS FOR WORK SERVICES CONTRACTS

3.1. The Services

3.1.1. Scope of Services

The scope of services ("Services") is described in the Scope of Work and Detailed Specifications article of this agreement.

Unless otherwise noted, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to perform the Services in accordance with the requirements of this Contract.

3.1.2. 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.

3.1.3. 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.

3.2. Performance of the Services

3.2.1. Standard of Performance

Contractor shall perform the Services with that degree of skill and care required to satisfactorily meet the requirements as set forth in the Detailed Specifications and to the satisfaction of the CPO. The Contractor will, at all times, act in the best interest of the City.

3.2.2. 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.

3.2.3. 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.

3.2.4. 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.

3.2.5. 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.

3.2.6. 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 of final acceptance by the City, 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 of final acceptance by the Commissioner.

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.

3.2.6.1. 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.

3.2.6.2. 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.

3.2.6.3. 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.

3.2.7. 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.

3.2.8. 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.

3.2.9. 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.

3.2.10. 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.

3.3. Compensation

The Services will be provided at the prices listed on the Proposal Pages submitted with the Contractor's bid and as accepted by the City. Adjustments to prices will be as provided in the Scope of Work and Detailed Specifications, as applicable.

3.4. Centralized Invoice Processing

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
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.

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Contractor of the new procedure which the Contractor will then be required to follow.

3.5. 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 antiidling 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.

3.6. 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.

With regards to Demolition Services Master Term Agreement Specification #132459, the PLA applies to both individual Task Order and each combined low bid Task Order awarded in the amount of \$25,000.00 or greater. Additionally, the PLA applies to both individual Emergency award and each combined low bid Emergency award awarded in the amount of \$25,000.00 or greater.

ARTICLE 4. SCOPE OF WORK AND DETAILED SPECIFICATIONS

4.1. Scope Of Work

The Contractor must perform Demolition Services (residential, commercial, industrial) and Emergency Demolition Services, as needed, at various City of Chicago locations including but not limited to Midway and O'Hare Airports and City-owned properties. The Contractor shall provide Demolition Services in accordance with the standards of performance and the terms and conditions set forth in this Master Term Agreement.

The Contractor agrees that, notwithstanding anything in this Agreement to the contrary, it is acting as an independent contractor in performing under this Agreement and under any Contract and nothing herein is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the City and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

4.2. Emergency Demolitions

Emergency Demolitions that constitute an actual and imminent danger to the public (i.e. fire damaged, deterioration showing clear evidence of structural failures, in danger of imminent collapse) are solicited directly by the Department of Buildings (24hrs a day/7 days a week) via phone, fax or email, pursuant to the Department of Buildings Commissioner's authority under section 13-8-100 of the City of Chicago Municipal Code with written approval from the Chief Procurement Officer. Emergency demolition solicitation preference is given to all Pre-qualified demolition contractors, but not required.

4.3. Wrecker's Bond

The Contractor, is required to maintain a current Illinois Wrecker's Bond and Insurance on file with the City of Chicago throughout the life of the master term agreement. Failure to maintain a current Illinois Wrecker Bond throughout the life of the master agreement will result in immediate termination of the Contractor's master term agreement.

4.4. Task Order Process

The following sets forth the procedure by which Demolition task order bids will be awarded under this Master Term Agreement. This Contract award procedure is governed by the Municipal Purchasing Act for Cities of 500,000 or More Population, 65 ILCS 5/8-10-1 et seq., and the Municipal Code, Chapter 2-92 in general and Sections 2-92-340 through 370 thereof specifically.

UPON COMPLETION OF EVALUATION OF RFQ RESPONSES AND AWARD OF THIS MASTER TERM AGREEMENT, the following Task Order competitive bid procedures apply to all Pre-qualified Demolition Contractors:

1. PRIMARY METHOD OF CONTACT

Upon award of Master Term Agreement, primary and secondary email addresses submitted during the RFQ process will be utilized as the primary method of contact by the Department of Procurement Services for the purpose communicating bid solicitations, pending award notices, notification of award notices and general correspondence on contract matters. All Pre-qualified firms are responsible for maintaining functional, working email addresses. Any changes to the contractors email addresses should be submitted to the Procurement Services Contract Senior Procurement Specialist as soon as possible. Failure to maintain an operable email address or respond to email in a timely manner may result in a firm's inability to submit timely bids.

2. BID SOLICITATION

Bid solicitations will be issued via email from the Department of Procurement Services to each pre-qualified firm according to the firm's classification. Class A contractors will receive all bid solicitations; Class B contractors will receive Class B and C bid solicitations; Class C contractors will receive Class C bid solicitations only.

Class “A” bid solicitations issued by the City of Chicago may include:

- Structures within the “Central Business District” of the City of Chicago (Roosevelt to North Ave and Halsted to Lake Michigan) of 75 feet or above in height; and/or a singular or combination of such structures which total 750,000 cubic feet or more.
- Structures within the “City of Chicago” city limits of 75 feet or above in height; and/or a singular or combination of such structures which total 750,000 cubic feet or more.
- City-owned properties
- All Airport structures (Airside and/or Landside)

Class “B” bid solicitations issued by the City of Chicago may include:

- Structures between 41 feet and 74 feet in height; and/or a singular or combination of such structures which total between 150,001 cubic feet and 749,999 cubic feet.

Class “C” bid solicitations issued by the City of Chicago may include:

- Structures between 0 feet and 40 feet in height; and/or a singular or combination of such structures which total between 0 cubic feet and 150,000 cubic feet.

Each bid solicitation will be issued with an identifying Request for Service (“RFS”) number For reference. Standard bid solicitations are solicited for a period of ten (10) days (exclusive of Sundays and holidays) Expedited bid solicitations are solicited for a period of five (5) days (exclusive of Sunday and holidays) Pursuant to the Municipal Code, expedited award procedure is permissible when the standard procedure would result in a delay that would cause imminent hazard to public safety or substantial damage to property. RFS/Bid solicitation responses are due to the City’s Bid & Bond Room, City Hall – Room 103, on the day and time specified in the bid solicitation. Bids are read publicly in the Bid & Bond Room on the day and time specified in the bid solicitation. Hard copies of the bid solicitation are also available in the Bid & Bond Room of City Hall . Bid results are posted on the Department of Procurement Services website. www.cityofchicago.org/purchasing within 24 hours of bid open date.

Each bid solicitation will contain at minimum: bid open date, location of project, mandatory pre-bid meeting/site visit information, description of site/structure to be demolished and where applicable, site evaluations and drawings. A bid solicitation may contain additional terms and conditions regarding the specific demolition project. All terms and conditions of the Master Term Agreement apply to each bid solicitation unless otherwise stated in the bid solicitation.

A. Structures listed within a bid solicitation that are estimated to exceed \$100,000.00 will include an Award Criteria form. The Contractor may prepare and submit an Award Criteria Figure in accordance with Section 2-92-390 of the Municipal Code, except to the extent that the Contract is funded by a state or federal agency which prohibits application of the Award Criteria Figure.

B. Bids submitted by the contractor of \$100,000.00 or greater will require a Payment and Performance Bond in the full amount of the winning low bid.

3. MANDATORY PRE-BID MEETINGS

Demolition Services pre-bid meetings are mandatory and must be attended by all Pre-Qualified Demolition contractors interested in submitting a bid. A mandatory pre-bid conference is required only if specifically stated in the bid solicitation. Where applicable, Pre-bid date, site location and time will be included in the bid solicitation. Pre-bid meetings are held at the site of the structure to be demolished, unless otherwise stated in the bid solicitation, which allows each contractor to visually inspect and/or access the site and are typically required only for large or complex demolition projects requiring special instruction. Attendance at the pre-bid meeting is mandatory for award. Each pre-qualified firm will be required to sign an attendance sheet provided by the User Department representative/facilitator conducting the pre-bid meeting.

4. PROJECT AWARD

The Pre-qualified Demolition Contractor submitting the lowest responsive and responsible bid is notified by the Department of Procurement Services via email subject entitled "Pending Award Notice." The low bidder must submit any necessary documentation requested for award within (3) three business days to the Department of Procurement Services. Failure of the contractor to return necessary documents within (3) business days may result in a bid rejection and/or suspension of solicitation for future bids. Upon receipt of all final documents from the low bidder, the task order will be processed for formal award and the vendor will receive written confirmation via email subject titled "Notification of Award" from the Department of Procurement Services. Any demolition services provided prior to receipt of the "Notification of Award" is done at the Contractors own risk.

A written "Notice to Proceed" authorizing the start of the project is issued to the Contractor by the User Department. Depending on the complexity of the demolition, the User Department may request a meeting with the Contractor prior to issuing the "Notice to Proceed."

5. SUSPENSION FOR NON-RESPONSIBILITY

The Chief Procurement Officer may, pursuant to Section 2-92-350 of the Municipal Code, at any time declare a Contractor to be non-responsible and delete the Contractor from the Pre-Qualified pool for any period of time as determined by the Chief Procurement Officer. During any such period of time, this Master Term Agreement can be suspended, and the Contractor will not be allowed to submit bids.

4.5. Basis Of Award For Task Orders

The Chief Procurement Officer reserves the right to award a task order to the responsive and responsible pre-qualified bidder meeting the terms and conditions of the specifications based on the lowest total bid price per location or as identified in the RFS bid solicitation.

Where applicable, the Chief Procurement Officer reserves the right to award task orders, based on the combined lowest total price per group to the responsive and responsible bidder meeting the terms and conditions of the specification. Bidders must quote all items within each group. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected as being non-responsive to this requirement.

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the line items, including but not limited to incorrect units, misplaced decimal points or mathematical error. In the event that a comparison of the Bidder's Unit Price and Total Price submitted for any line item reveals a calculation error or other discrepancy, the Unit Price will prevail.

The Contractor's bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of the labor, equipment, mobilization/transportation charges, taxes, insurance, permits, water shut-off fees, waste removal, profit and/or overhead, etc., required by the specifications.

The Chief Procurement Officer reserves the right to award a task order, or reject any/all bids, when in the opinion of the Chief Procurement Officer; the best interests of the City would be served thereby.

4.6. Illinois Prevailing Wage Act/Davis-Bacon Act

Demolition of a fixed work is a "public work" under the 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.

4.7. Performance Bond

A Performance and Payment Bond is required for all Task Orders awarded for \$100,000.00 or greater. The successful Bidder or Bidders must, within seven (7) 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. The Bond must be on the Contractor's Performance and Payment Bond form, 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.

4.8. Funding

The source of funds for payments under this Contract will vary throughout the life of this master term agreement. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.9. Contract Term

The Term for this Contract will be thirty-six (36) months, unless terminated earlier or extended pursuant to the terms this Contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

The Chief Procurement Officer may extend the term of a master agreement up to ninety (90) days or until such time as a new contract has been awarded in order to provide continuity of services until the pre-qualified responsible bidder list can be renewed in accordance with Section 2-92-350.

4.10. City and Project Area Resident

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.

4.11. Inspection Of Site

The bidder is expected to inspect the site of the work. No allowance will be made for any difficulties that may be encountered in executing the required work due to a failure of the bidder to inspect the site.

It is recommended that the bidder familiarize himself with all existing site conditions. The existing conditions of all adjacent properties and buildings, both private and public, and the public ways. The successful bidder will be held responsible for any damage or alteration to such existing conditions of adjacent properties and buildings during the demolition of subject building.

It is further recommended that the successful bidder record by photograph the existing site conditions prior to start of demolition.

4.12. Water Shut-Off

The contractor will be responsible for all water shut-off operations for each location covered by this agreement. The Contractor must include a fee for water shut-off as part of its bid price for any location within a bid solicitation issued under this Master Term Agreement.

If changes to this procedure are determined to be necessary by the City, the City reserves the right, with adequate notice to the Contractor, to amend the water shut-off procedure.

4.13. Time Of Performance

The effective date of the task order shall be the date that the bidder's bid is accepted and signed by the City. Time for performance shall commence upon receipt by the Contractor of a written NOTICE TO PROCEED which will be issued by the Department of Buildings as soon as possible after the City's acceptance of Contractor's bid and where applicable, performance bond and insurance. The task order shall remain in effect until all Work has been completed to the satisfaction of the Commissioner, unless earlier terminated as provided herein.

Demolition of all structures within the contract limit line and site clearance shall be completed within the demolition time indicated in the bid solicitation.

The Contractor shall notify the City's Department of Buildings IN WRITING twenty-four (24) hours prior to the anticipated commencement of the demolition. The City will then send WRITTEN AUTHORIZATION TO COMMENCE THE DEMOLITION. The Contractor may only commence demolition upon receipt of the written authorization from the Demolition Bureau. The City will inspect the start of the demolition before the close of the business the day of commencement and the commissioner may enforce a stop order if the contractor has not stated the job in a timely manner and or has not complied fully with all job site requirements. The contractor must start the demolition on the date the start is requested.

When the Contractor has been notified to proceed with the demolition of any structure, and fails to proceed promptly and diligently therewith, the Commissioner may declare the Contractor in default. In the event it costs the City an excess over the bid price the City may charge the Contractor for the City's additional cost. If the Contractor has been notified to proceed with the demolition immediately due to an emergency situation and does not start demolition within twenty-four (24) hours; he shall at that time provide security, at no additional cost to the City, to prevent vandalism and unauthorized stripping until demolition begins.

It is understood and agreed that time is of the essence of this Contract and the Contractor agrees to proceed with the work after starting with all diligence, working continuously from said date on a minimum of an eight (8) hour shift for five (5) days a week, using a work force and equipment satisfactory to the Commissioner. The contractor shall furnish sufficient labor material, equipment and supervision to complete the work according to the approved time schedule, if a time schedule is required in the bid solicitation.

Subsequent to the receipt of a Notice to Proceed and prior to starting demolition work on a structure, the Contractor will post an identification sign within the parcel and on the building to be demolished.

Said sign will contain in bold letters the name, address, and phone number of the Contractor scheduled to demolish the building, and shall measure a minimum of 32 square feet and a maximum of 96 square feet. The sign in question will be maintained throughout performance of the demolition work.

In the event that a building and /or structure is boarded up or appears to be occupied or to have rehab work performed on it, it is understood and agreed that the Contractor must notify the Commissioner of the City of Chicago, Department of Buildings and obtain approval to proceed prior to starting the demolition work.

4.14. Public Convenience

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work 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.

4.15. Clean-Up

The Contractor must, during the progress of the work, 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, 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.

4.16. Protection Of Work, Damages And Repairs

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

4.17. Damage Or Theft

It is expressly understood and agreed by the Contractor that the City does not assume any responsibility for any building or the contents thereof, including but not limited to salvageable furnishings fixtures or attachments of whatever kind of nature being in the same condition as existed at the time of advertising for bids or thereafter. The City shall in any event not be liable to Contractor for any loss, destruction, theft or removal of any property from the premises; nor shall Contractor be entitled to any allowance or other claim against the City should any of said acts occur.

4.18. Cancellation Of Services

The City shall have the right to cancel any project awarded, on which demolition has not started if the court decree of demolition previously entered has been stayed or vacated by the courts. The City shall not be liable for cancellation of any demolition contract it awards if the building or structure is demolished or is being demolished under a contract by the owner or a third party. Cancellation of any contract, because of court order or other reasons, on which authorized demolition has started, shall be permitted and all costs

and expenses incurred by the Contractor shall be paid by the City, if liable, or by the defendant(s) if the court so orders.

4.19. Suspension Of Work

The City reserves the right to suspend the work, in whole or in part, by written stop order for such period as is necessary for the protection of the City's interest. Such stop orders shall remain in effect until released in writing. The City shall not assume any liability for damages or loss of profits resulting from such stoppage of work, but the Contractor may be granted an extension of time commensurate with the period of actual delay in completion of work if the stop order was not necessitated by the acts, failure to act or negligence of the Contractor.

The Contractor shall protect the work during the period of suspension.

4.20. Final Inspection

When work provided in this Contract is substantially completed, the Contractor shall notify the Commissioner that such work will be ready for final inspection on a definite date. The notice will be given at least twenty-four (24) hours prior to the date stated for final inspection. If the Commissioner determines that the status of the work is as represented, he will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as nearly thereafter as is practicable.

4.21. Force Account Basis For Change Orders

If the Commissioner and Contractor cannot agree on a price for additional Work, it shall be paid for on a Force Account (Time and Material) Basis as follows:

1. Labor

For all hourly wage labor and hourly wage foremen in direct charge of the specific Work, the Contractor shall receive the prevailing rate of wage for every hour that said labor and foremen are actually engaged in such Work.

The Contractor shall receive the actual costs paid to, or on 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.

An amount equal to 30% of the sum of the above items will also be paid to the Contractor.

Upon submittal of proper proof and documentation, the Contractor shall also receive the actual costs paid to or on behalf of workers by reason of subsistence and travel allowance when such amounts are required by collective bargaining agreement or other employment contract. No mark-up is allowed on this cost. Subsistence and travel allowance costs are limited to the maximum rates allowed by the latest revised "Travel Reimbursement Guidelines" as issued by the Office of Budget and Management of the City of Chicago.

No work will be performed on premium time unless authorized in writing by the Commissioner or designated representative.

2. Insurance and Tax

For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account Work, the Contractor shall receive the actual costs, to which 10% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and tax.

3. 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 Project site, including transportation charges

paid by Contractor (exclusive of machinery rentals as hereinafter set forth), as shown by original receipted bills, to which 15% will be added.

The Contractor will be reimbursed for any materials used in the Work, such as sheeting, form lumber, burlap, or other materials for curing, etc., which are not an integral part of the finished Work. The amount of reimbursement shall be agreed upon in writing before such Work is begun, and no percent shall be added. The Contractor shall furnish satisfactory evidence of such material costs. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

4. Equipment

To the extent that the additional work requires machinery or equipment not already in use on the Project, the Contractor will be paid for such machinery and equipment (other than small tools) used on the Work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Division of Highways of the State of Illinois, for the period that said machinery and equipment are in use on such Work, to which no percent shall be added. Where machinery and equipment are not listed in the AED Compilation of Rental Rates, the latest edition of "Contractors' Equipment Ownership Expense" of the Associated General Contractors of America will be used as a guide in determining payment for the use of machinery and equipment. Where equipment and machinery are not listed in any of the aforesaid schedules, 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. Where idle time for equipment is authorized, it shall be paid at a rate not to exceed 50% of the rates described above.

5. Miscellaneous

No additional allowance will be made for general superintendence, for small tools with a replacement value of \$800.00 or less, or other costs for which no specific allowance is herein provided, other than the 30% mark-up as specified under Paragraph (1) above.

6. Bond

The City will pay the Contractor the actual increase in cost of its performance bond. The Contractor shall 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 value. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the bonding company, a percentage of the total change, as determined by the Commissioner, will be added or subtracted to cover the increase or decrease of the cost of the bond.

7. Administrative Costs

When Work is performed by an approved Subcontractor, the Contractor shall receive as administrative costs an amount equal to five (5%) percent of the first \$10,000.00 and one (1%) percent of any amount over \$10,000.00 of the total approved costs of such Work. The Subcontractor, however, is not allowed any additional mark-up on subcontracted Work. The use of a Subcontractor will require the approval of the Chief Procurement Officer.

8. Documentation

For additional Work performed on a force account basis the Contractor shall each day submit to the Commissioner 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 extra Work reports shall be signed by the Contractor and the Commissioner.

No payment will be made for Work performed on a force account basis until the Contractor has furnished the Commissioner with itemized statements of the cost of such force account Work detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- b. Designation, dates, daily hours, rental rate and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions and Social Security Tax listed separately.
- f. Statements shall be accompanied and supported by receipted invoices for all materials used and transportation charges. However, if materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall 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.
- g. The Contractor shall submit payrolls or certified copies thereof, pertinent to the Work for which payment is requested. The payroll records shall contain the name, address and Social Security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The force account bills will be audited and corrected against the certified payrolls, falsification of which is an offense punishable by law.
- h. It is hereby agreed that in case of failure to comply with the aforesaid requirements, the Contractor shall not be entitled to payment for any extra work on which the aforesaid requirements have not been fulfilled.

4.22. Material Disposal

The Contractor shall be responsible for the legal disposal of all materials, construction debris, 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, and other wastes shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, and other wastes delivered to it in accordance with all applicable Federal, State, and Local laws.

The Contractor shall 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 shall 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 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, or other wastes at a site which is not in compliance with all applicable laws, the Contractor shall 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.

The Contractor shall accept full responsibility for being in compliance with all applicable Federal, State, City and other local governmental and agency's laws, ordinances, rules, regulations and codes currently in effect and as amended during the course of this contract.

The Contractor shall notify the Commissioner within twenty-four (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, and other wastes. The Contractor will provide evidence to the Commissioner that these problems and issues have been satisfactorily addressed.

The Contractor will supply notice of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, and other wastes under this contract in which Contractor is asked to participate.

The Contractor will 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 applicable laws.

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 Contractors eligibility for future contract awards.

4.23. Compliance With Laws

The Contractor shall at all times observe and comply with all applicable Federal, State, City and other local governmental and agency's laws, ordinances, rules, regulations and codes, 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 the contract period

4.24. Laws, Codes & Safety Guidelines

Contractor shall comply with all laws, codes and safety guidelines applicable to the Work.

Note: for all laws, codes and safety guidelines cited here or elsewhere in the specifications, the revision or edition in effect at the time of performance of the Work shall apply.

The laws, codes, and safety guidelines to be followed shall include, but are not limited to:

- Occupational Safety and Health Standards (29 CFR 1926) - US Department of Labor, Occupational Safety and Health Administration.

- Manual of Accident Prevention in Industry, Associated General Contractors of America.

- Safety Requirements for Demolition ANSI A10.6, 1987, American National Standards Institute, NY.

- Safeguarding Building Construction and Demolition Operations ANSI A10.21-1987 -American National Standards Institute, NY.

- BOCA Basic Building Code, 1978.

- Cranes - a guide to good work practices for operators - National Institute for Occupational Safety and Health, US Dept. of Health, Education and Welfare, Publication No. 78-192-1978.

- Crawler Tractor/Loader Safety Manual, Construction Industry Manufacturer's Association, 1973.

- Hydraulic Excavator: Users Safety Manual, Construction Industry Manufacturer's Association, 1975.

- Safety Code for Crawler, Locomotive, and Truck Cranes, ANSI B30.5,1968, American National Standards Institute.

- American National Standard: Safety in Welding and Cutting, ANSI Z49.1, 1973.

- Safety and Health in Welding and Gas Welding and Cutting, NIOSH, 1978.

- Accident Prevention Manual for Industrial Operations, 6th Edition, National Safety Council.

- Welding Handbook, American Welding Society.

- Welding Safety, NIOSH, Pub. No. 77-131.

Occupational Hazards of Construction and Labor Occupational Health Program, Berkeley, CA.

Job Safety and Health, Bureau of National Affairs, Washington, DC.

American Table of Distances, Institute of Makers of Explosives, NY.

Safety Requirements for Scaffolding, ANSI A10.8, 1977, American National Standards Institute.

Demolition Safety Manual, National Association of Demolition Contractors

Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration, 1988.

All work shall comply with: the current United States Environmental Protection Agency (USEPA) regulations "Underground Storage Tanks; Technical Requirements" (40 CFR 280); the current Occupational Safety and Health Administration (OSHA) regulations concerning construction (29 CFR 1910 and 1926); the Illinois Gasoline Storage Act (430 ILCS 15/0.01 et seq.); the Uniform Hazardous Substances Act of Illinois (430 ILCS 35/et seq.); the Illinois Explosive Act (225 ILCS 210/1001 et seq.)

4.25. Compliance With Environmental Laws

The Contractor shall comply with all laws relating to environmental matters 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, 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 (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").

If any of the above 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 shall provide a copy of such report or notice to the City. 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 of the above Environmental Laws, the Contractor shall immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made.

If the Contractor fails to comply with any of the above referenced Environmental Laws, the City may terminate this contract in accordance with the default provisions of this contract.

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

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), 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.

“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, ch1.

Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, “Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed , Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Project implementation activity to the City and the appropriate U.S. EPA Regional Office.

Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, U.S.C. §§ 1251 et seq. The Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Project implementation activity to the City and the appropriate U.S. EPA Regional Office.

4.26. Ultimate Disposal Site

The bidder shall at the time of RFQ submittal, 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.

Disposal sites submitted shall be of sufficient capacity to insure acceptance of the volume of materials, construction debris, and other wastes received for the period of this contract. The disposal site(s) must meet all applicable permitting, licensing and zoning requirements.

The Contractor shall 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, 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. The Contractor shall be responsible to submit an estimated number of demolition loads to be submitted to the disposal site for each location at the time bids are submitted. It is the responsibility of the Contractor to notify the City of any changes, additions or deletions of the Contractors disposal sites.

When requested by the Chief Procurement Officer, the Contractor shall submit, copies of all contractual agreements, sanitary landfill permits and/or licenses for those disposal site(s) proposed by the Contractor.

4.27. Permits

The Contractor shall at its own expense and in its own name obtain and keep current throughout the contract term all permits, licenses, vehicle stickers, certificates and licenses required by the City of Chicago and/or other State or Federal requirements as may be necessary to legally perform its contract obligations under this Contract.

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 laws, ordinances, rules, regulations and codes, 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.

When requested by the Chief Procurement Officer, the Contractor shall submit, copies of all required hauling permits as required by applicable 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.

4.28. Equipment And Environmental Control During Transport

(Transfer of Materials, Construction Debris, and other Wastes)

The Contractor shall haul materials, construction debris and other waste in vehicles and/or containers complying with all applicable Federal, State, City and other local governmental and agency's laws, ordinances, rules, regulations and codes as described above under "Environmental Control During Transport". All equipment used to transfer materials, construction debris, and other wastes shall be designed to prevent spillage during the hauling operation. Contractor's equipment shall fully comply with all City, State and Federal regulations, laws and ordinances pertaining to size, load weight and safety. The City shall 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, and other waste. The Contractor shall fully comply with all applicable Federal, State, City and other local governmental and agency's laws, ordinances, rules, regulations and codes. The Contractor must comply with all applicable Federal, State, City and other local governmental and agency's laws, ordinances, rules, regulations and codes, 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.

4.29. Standard Of Performance

A. General

1. Workmanlike and free from defects. The Contractor shall perform all Services required of it under Contracts with skill, care, diligence, and in a workmanlike manner. The City will make no allowance for lack of requisite skill on the part of workmen in the City's acceptance or rejection of Work. All Work performed under a Contract pursuant to this Agreement shall be guaranteed against defective workmanship, improper performance, and other non-compliance with the requirements of the applicable Contract and this Agreement for a period as specified in the applicable Request for Services or, if no period is specified, for a minimum of one year after completion and acceptance of the particular Work.

During the guarantee period, the Contractor shall re-perform at its own expense, when so ordered by the Chief Procurement Officer or the Commissioner, all Work which has been improperly performed. During the guarantee period, the Contractor shall similarly repair and replace at its own expense, when so ordered by the Chief Procurement Officer or the Commissioner, any other property damaged due to such improper performance of the Work. The Contractor shall make all repairs to other damaged property no later than is necessary to prevent further damage to the property in question.

2. Satisfactory Performance. The Contractor shall perform or cause to be performed all Services required by this Agreement or a Contract in accordance with the terms and conditions of this Agreement and the applicable Contract, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement, and to the satisfaction of the Commissioner. The Contractor shall at all times act in the best interests of the City consistent with the obligations assumed by it in entering into this Agreement and shall

assure timely and satisfactory rendering and completion of Work in accordance with the applicable Work Schedule.

3. Licenses, Permits, and Fees. Wherever Work requires the obtaining of permits from the City of Chicago or other public authorities, the Contractor shall obtain all such permits, pay all fees in connection therewith, and submit copies of such permits to the Commissioner before the Work is started. Particular attention is drawn to permits from the Chicago Department of Transportation request for street and sidewalk closure and/or excavation. No Work shall proceed until all required permits and licenses are obtained and evidence thereof is presented to the City. Failure of the City to demand such evidence prior to allowing the Contractor to proceed shall not relieve Contractor of its obligation to obtain such permits and licenses and to provide such evidence. When emergency situations are declared by the Commission of Buildings, the Contractor shall obtain all licenses, permits, and fees by the closed of the next working day.

4. Qualified Personnel. The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed. The Contractor covenants with the City to otherwise furnish and exercise its best expertise and judgment in furthering the City's interests.

In the event the Contractor fails to comply, as determined by the City, with the standards set forth in this Agreement, including without limitation Exhibit 1 and its Attachments, the Contractor shall perform again, at its own expense, any and all Work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment by the City, the Contractor shall remain responsible for all Services and Deliverables whether furnished by the Contractor or a Subcontractor. This provision shall in no way be considered as limiting the rights of the City against the Contractor either under this Agreement, in law or in equity.

B. Special Conditions, Detailed Specifications, and Technical Specifications

The Special Conditions, Detailed Specifications, and Technical Specifications governing the method and manner of performance under this Agreement and any Contract are set forth in the Exhibit 1 and the Attachments thereto. In addition, the Contractor shall perform all Services as required for a specific Project in accordance with any additional standards of performance contained in the particular Request for Services or as may be expected of contractors performing similar services in the City of Chicago, whichever standards are stricter. To the extent that the Contractor believes in a particular instance that there is a discrepancy, inconsistency, or conflict between specified standards, the Contractor shall bring the matter in writing to the Commissioner for resolution.

C. Cooperation

The Contractor shall at all times cooperate fully with the City, its agents, employees, contractors, and subcontractors and any interested governmental agency or other interested party. The Contractor shall at all times act in the City's best interests.

If this Agreement is terminated for any reason, if it is to expire on its own terms, or if it is suspended, the Contractor shall complete and perform any existing Contracts, if so requested by the Commissioner; shall perform an orderly demobilization of its own operations in connection with Services; shall ensure uninterrupted provision of Services during any transition period, if requested by the Commissioner; and shall otherwise comply with the other reasonable requests and requirements of the Commissioner in connection with the termination, expiration, or suspension.

Notwithstanding the termination, expiration, or suspension of this Agreement, if the Contractor is requested by the Commissioner to complete Contracts begun prior to such termination, expiration, or

suspension, the terms and conditions of this Agreement governing Contractor's performance shall continue to apply to any such Contract.

D. Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Personnel whose work on a Project is unsatisfactory to the Commissioner, or whom the Commissioner considers to be negligent or otherwise objectionable, shall be removed from the Project upon request by the Commissioner and shall not be assigned to any other existing or future Projects without the express written consent of the Commissioner.

1. Periodic Payment. The Contractor shall pay, and shall cause each of its Subcontractors to pay, salaries and wages due to all employees of the Contractor and its Subcontractors, respectively, performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

If, in the performance of this Agreement, the Contractor or any Subcontractor underpays any such salaries or wages, the Comptroller may withhold, out of payments due the Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement or the applicable subcontract 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 the Contractor to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

2. Prevailing Wages. The Contractor shall comply, and shall cause all of the Subcontractors to comply and insert appropriate provisions in their contracts, with 820 ILCS 130/10.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of Contractor and all Subcontractors in connection with any and all Services. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, mechanics, and other workers performing Work under a Contract. In the event that a Contract is funded by a federal agency, the prevailing wage rates shall be those determined by the United States Department of Labor and the Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a et seq.) and the Copeland Act (18 U.S.C. 874) and regulations promulgated thereunder.

The prevailing wage rates as determined by the Illinois Department of Labor and the U.S. Department of Labor as of the execution of this Agreement are attached hereto for informational purposes as Exhibit 5; however, the Contractor shall be fully responsible for paying the prevailing wage rates at the time Work is performed under a Contract without any increase in compensation for any increase in prevailing wage rates occurring during the performance of the Contract. The City may require the Contractor to submit an affidavit to the effect that the Contractor is in compliance with the foregoing as a condition for payment for Work performed.

C. Non-Discrimination

1. In connection with this Contract, the contractor must not fail to hire, refuse to hire, discharge, or discriminate against any individual with respect to compensation or

the terms, conditions, or privileges of employment because of that individual's race, color, religion, gender, age, disability, or national origin. The contractor must not limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise, adversely affect such individual's status as an employee, because of the individual's race, color, religion, gender, age, disability, or national origin. The contractor must comply with Illinois Human Rights Act 775 ILCS 5/1-101 et seq. (1990), as amended and the rules and regulations of the Illinois Department of Human Rights; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq., as amended; and the Environmental Barriers Act, 410 ILCS 251 et seq. The contractor must also comply with the Chicago Human Rights Ordinance, Chapter 2-16-, § 2-160-010 et seq of the Municipal Code, as amended. Further, the contractor must furnish such reports and information as requested by the Chicago Commission of Human Relations.

2. Subcontractors. The contractor must incorporate all of the above provisions in all agreements entered into with any suppliers of materials, providers of services, subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Contract.

D. Illinois and Chicago Residents as Laborers

Contractor shall use only Illinois Laborers in the performance of Contracts (i) to the extent required by the Employment of Illinois Laborers on Public Works Projects Act, 30 ILCS 570/0.01 et seq., (1992), as amended from time to time and (ii) as otherwise permitted by law. This paragraph will be inapplicable to a Contract in the event it is funded in whole or in part by a federal agency which prohibits such requirements.

Contractor shall use Chicago residents as laborers in the performance of Contracts (i) to the extent required by Section 2-92-330 of the Municipal Code and (ii) as otherwise permitted by law. This paragraph will be inapplicable to a Contract in the event it is funded in whole or in part by a federal or state agency which prohibits such requirements.

E. Veterans Preference Act

The Contractor shall comply with the Veterans Preference Act, 330 ILCS 55/0.01 et seq., which requires preference to be given to appointment and employment of veterans in public works undertaken by the State of Illinois or its political subdivisions.

4.30. Inspection Of Records

The Contractor shall furnish, and shall cause any Subcontractors to furnish, the City with such information as may be requested relative to the progress and execution of any Work, including, but not limited to, any payroll or other employment records necessary to verify compliance with the provisions of this Agreement regarding employee residency, prevailing wages, non-discrimination, and equal opportunity. The Contractor shall maintain records regarding each Contract for a minimum of five years following final payment on that Contract and shall make them available for audit upon request of the City or any other governmental entity participating in the funding of the Contract.

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

4.31. Subcontracts And Assignments

The Contractor, and each joint venture member if a joint venture, shall not assign or otherwise transfer all or part of its rights or obligations under this Agreement or any part hereof, under any Contract entered into pursuant hereto or any part thereof, or under its joint venture agreement in whole or in part, without the

written consent of the Chief Procurement Officer and the Commissioner. The absence of such provision or written consent shall void the attempted assignment or transfer and shall be of no effect as to the City.

The Contractor shall not transfer or assign any Contract funds or claims due under this Agreement or any Contract (or to become due) without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any such funds or claims, either in whole or in part, or any interest therein, which shall be due (or to become due) to the Contractor, without such prior consent, shall have no effect as to the City.

4.32. Confidentiality

All of the reports, information, or data, prepared or assembled by or provided to the Contractor under this Agreement and any Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, said reports, information or data, shall not be made available to any individual or organization, except the Commissioner, without the prior written approval of the Commissioner. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors shall be bound by the confidentiality provisions contained herein.

The Contractor shall not issue publicity news releases or grant press interviews and, except as may be required by law during or after the performance of this Agreement or any Contract, disseminate any information regarding this Agreement or any Contract without the prior written consent of the Commissioner. In the event the 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 the Contractor's possession by reason of this Agreement or any Contract, the Contractor shall immediately give notice to the Commissioner and to the Corporation Counsel for the City of Chicago with the understanding that the City shall have the opportunity to contest such process by any means available to it before such records or documents 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 the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

4.33. Steel Products

Contracts shall be subject to all provisions of the "Steel Products Procurement Act", Illinois Revised Statutes, Chapter 48, Section 1801 through 1807 (1987), as it may be amended from time to time. Steel Products used or supplied in the performance of Contracts or any subcontract thereto shall be manufactured or produced in the United States.

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 shall subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

4.34. (CDBG) Community Development Block Grant

In the event that a Contract is funded in whole or in part with CDBG funds, the Contractor shall comply with the provisions to be provided in the Request for Services and is hereby incorporated by reference.

4.35. Admiralty

In addition, you waive the right to receive the benefits of or to invoke the protection afforded by all maritime statutory limitations of liability, including the Limitation of Vessel Owner's Liability Act, 48 U.S.C. § 183 et seq., that could act to diminish your liability for any harm or damage arising from your performance of your obligations under the Contract in any manner or for all claims or other costs arising from or occasioned by your operations on any waterways, including Lake Michigan and the Chicago River. This provision is not

intended to avoid or waive federal jurisdiction under the applicable admiralty laws. This waiver extends only to the Indemnitees, and not to third parties seeking recovery for claims solely against you.

Without limiting your waiver, you specifically consent to pay all sums in respect of any claims against the Indemnitees and other costs suffered by the Indemnitees arising from or occasioned by your operations in or on waterways, including the following:

1. Loss or damage to any other ships, vessel or boat caused proximately or otherwise by your vessel, or loss of the cargo or the other ship, vessel or boat;
2. Loss of life or personal injury, or for any cost of life salvage;
3. Loss or damage to any harbor, dock, building, graving or otherwise, slipway, pontoon, pier, quay, tunnel, jetty, stage, buoy, cables of any kind, or other fixed or movable object or property whatsoever;
4. The cost of the removal, raising or destruction of the wreck of any vessel you employ in performing your obligations under the Contract;
5. If a vessel is disabled or otherwise, the cost of towage or other salvage of any vessel you employ in performing your obligations under the Contract;
6. Loss or damage to the bottom, banks, or shoreline of the waterway.

4.36. Americans With Disabilities Act

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

4.37. Project Meetings

PRE-DEMOLITION MEETINGS

Prior to commencement of work, the Contractor, and its subcontractor shall attend a pre-demolition meeting conducted by the City to resolve questions pertaining to the work and to establish basic administrative procedures.

The Contractor shall schedule and attend at least one meeting with the representatives and Agents of the City local business and members of the public to discuss concerns for public safety, to ensure a smooth flow for the project and adequately address all concerns with regard to the demolition work.

The Contractor shall also schedule demolition meetings as required to be attended by the Commissioner or his designee, the subcontractors, required governing agencies and emergency authorities, to discuss procedures, security, etc. Meeting location and time will be determined by the Commissioner or his representative in coordination with the contractor.

PROGRESS MEETINGS

The Contractor shall conduct progress meeting at regularly scheduled intervals or as directed by the City or as deemed necessary to maintain an optimum degree of communication. The contractor shall include its subcontractors as necessary to coordinate the work.

PROJECT CO-ORDINATION MEETINGS

The contractor shall coordinate its activities with all other contractors or authorities on site so as to best further the completion of the total project. The contractor shall schedule or attend meetings as necessary to accomplish that end.

The City shall be notified in advance of all project coordination meetings or other meetings involving government agencies or safety.

4.38. Submittals

PRE-DEMOLITION SCHEDULE

The Contractor must submit a proposed detailed Time Schedule for the work to the Department of Buildings mandatory Pre-Demolition meeting. This shall include a calendarized schedule of his proposed work in accordance with the Schedule of Work and a step-by-step description of the aspects pertaining to all mobilization, demolition staging and methodology, special or hazardous material removal and disposal, protection of adjacent community and structures, labor forces plan, demolition rubble management and recycling/removal. Contractor must also submit any other necessary documentation that shows ability to perform the work, including compliance with the contract's special condition regarding Minority Business Enterprise commitment and Women Business Enterprise commitment.

The Contractor shall submit for review and approval a detailed schedule of the proposed methods of building demolition to the Commissioner no later than five (5) days after issuance of the Notice to Proceed.

This plan is subject to approval by the Commissioner and all governing agencies.

UTILITY SCHEDULE

The Contractor shall submit to the Commissioner a proposed schedule of coordination for all necessary utility shut-offs and capping plus protection and continuation of utility services as required no later than five (5) days after issuance of the Notice to Proceed. The Contractor shall provide the Commissioner with written confirmation from all utility companies servicing the site that service has been terminated prior to capping, abandoning or removal of any such utility or building demolition.

PERMITS

The Contractor shall obtain all necessary permits for utility disconnections and building demolition unless otherwise indicated, from any and all Federal, State or local authorities having jurisdiction over this project. The Contractor shall incur all fees and other requirements associated with obtaining the required permits. Record copies of all permits executed shall be sent to the Commissioner. Costs associated with permits including plan and permit preparation, revisions, filing fees, etc., shall be borne by the Contractor. The Contractor shall be responsible for acquiring all required approvals and permits by governing authorities including the City of Chicago.

INSECT AND RODENT CONTROL

At the discretion of the Department of Buildings the Contractor shall be required to submit to the Commissioner a rodent control plan and schedule by a State certified, professional pest control firm no later than two (2) days after the award of Contract.

POLLUTION CONTROL METHODS & CLEANING

The Contractor shall submit a pollution control plan to City of Chicago, Department of Environment, 30 North LaSalle Street, 25th Floor not more than ten (10) days after issuance of the Notice to Proceed. The plan shall outline proposed methods for dust control, noise control and maintaining the surrounding streets and buildings in a clean condition. The plan shall be in accordance with all applicable governmental regulations subject to the review and approval by the City.

As directed by the Commissioner, the contractor shall perform a cleaning of adjacent structures to remove dust deposited as a result of the demolition. The contractor shall provide a written description of the method of cleaning to be employed for approval by the Commissioner prior to performing the cleaning.

LIGHTING PLAN

Contractor to submit a lighting plan in accordance with Section 1510 2.08 and 2.09 and 3.01 for the Commissioner review and approval.

SOIL EROSION AND SEDIMENTATION CONTROL

Contractor shall prepare the required documentation and obtain City of Chicago, Department of Buildings Approval. Preparation must be by engineer licensed in the State of Illinois.

TRAFFIC CONTROL PLAN

Contractor shall prepare and obtain approval for a traffic control plan. The plan must be approved by the Chicago Department of Transportation. The Contractor shall obtain all required permits and incur all fees and other requirements associated with obtaining the required permits.

4.39. Temporary Service And Equipment

DESCRIPTION: The work of this section consists of providing temporary services and equipment required for Contractor's performance of the work of this Contract, including utilities, construction and support facilities, security and protection.

SUBMITTALS: The Contractor shall promptly report in writing to the Commissioner all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damage is caused, the accident shall be reported immediately by telephone to the City, the Commissioner, and to OSHA, DOL, etc., as required.

4.40. General Work Area Protection

A. Prior to commencement of work, furnish and install, and periodically inspect, maintain, relocate, replace, cover or remove, or reconstruct traffic control, delineation, and guiding devices and signs, and pedestrian protection, roadway plates, and barriers as required throughout the progress of demolition operations. Maintain safe control of traffic flow and demarcate areas of work at all times.

1. Ensure that demolition material and equipment not removed from areas of work during non-working periods are protected in such manner that they shall not constitute a traffic hazard.
2. Do not park any vehicles other than construction vehicles required for demolition operations within the demarcated protected areas of work.
3. Promptly remove roadway plates, traffic control, delineation, and guiding devices and signs, and barriers and pedestrian protection whenever operations under this contract no longer require work area protection.

B. Throughout Progress of Work:

1. Maintain visual and physical accessibility to fire hydrants. Provide 24 hour advance notice to the Commissioner and Chicago Fire Department in the event of hydrant obstruction.
2. Conduct work area protection operations so that traffic lane ingress and egress to intersecting roadways, adjacent structures or property, and bus and taxi stops, if any, can be maintained. Obtain all required approvals from the proper agencies and Commissioner and provide 24 hour advance notice to the Commissioner in the event that work area protection operations obstruct access to such areas.
3. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

C. Temporary Signs and Traffic Control Plan:

1. Definitions: As used in this numbered section, and this section only, the terms used herein shall have the following meaning:

- a. The terms "Traffic Lane", "Lane", "Active Roadway", "Street", and "Roadway" shall mean, in addition to the normally traveled pavement areas, other areas including but not limited to gore areas, shoulders, and all other areas that may foreseeably be occupied by moving vehicles.
- b. "Flashing Arrow Sign Unit" (FASU) shall mean an engine/generator or battery powered flashing light sign with lights located in the form of an arrow.
- c. "Nighttime Hour" shall mean the local time period between sunset and sunrise.
- d. "Slow Moving Vehicles" shall mean vehicles or equipment that travel at or under a speed corresponding to 15 mph less than the posted maximum speed.

2. General Requirements: Conform to requirements of this numbered section and the following:

- a. Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices" (MUTCD) and "Traffic Control Devices Handbook"(TCDH).
- b. American Association of State Highway and Transportation Officials (AASHTO).
- c. In the event of a technical conflict between a requirement in the publications referenced herein and the contract documents, the requirement of the contract documents shall control.

3. Install temporary signs in accordance with specification.

4. Do not locate signs or other traffic control, delineation and guiding devices in a manner that would: obstruct or interfere with motorists view of approaching, merging or intersecting traffic; obstruct other permanent signs or route markers; or mislead or misdirect the motorist.

5. Do not place traffic control signs under an overpass, or within overpass shadow areas.

6. On roadways passing below an overpass, do not begin or end traffic cone or other delineation and guiding devices under or within 100 feet of an overpass. Extend delineation and guiding devices as required to comply with this requirement.

D. At excavations within traffic lanes which will be open to roadway traffic prior to completion of construction, provide temporary roadway plates supported on all edges, and maintain surface condition of the active roadway and roadway plates so that it is consistent with the posted speed limit. Secure plates against displacement as follows:

Bed in well tamped premixed cold patch material ramped 1:24 at exposed edge and maintain as required.

E. At excavations within pedestrian walkways, including traffic lane crosswalks which will be open to walkway pedestrian traffic prior to completion of construction, provide appropriate pedestrian railings and steel plate, wood plank or plywood covered surfaces with an approved heavy duty non-skid paint coating containing a grit additive. Chamfer or asphalt ramp exposed edges and secure against displacement.

Notwithstanding provisions herein requiring or permitting the City to approve or disapprove of any traffic control or delineation and guiding device provided by the contractor, the contractor shall be responsible for the suitability, maintenance and performance of all such traffic control devices.

No requirement of or omission to require any precautions under this Contract shall be deemed to limit or impair any responsibility or obligation assumed by the Contractor under or in connection with this Contract and the Contractor shall at all times maintain adequate protection to safeguard the public and all persons engaged in the work and shall take such precautions as will accomplish such end, without undue interference with the public or the operations of the City.

4.41. Products

GENERAL: Temporary materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

Temporary utilities required include but are not limited to:

1. Water service and distribution.
2. Temporary electric power and light.
3. Telephone service.
4. Storm and sanitary sewer.

Temporary support facilities required include but are not limited to:

1. Temporary heat.
2. Field offices and storage sheds.
3. Temporary roads and paving.
4. Sanitary facilities, including drinking water.
5. Dewatering facilities and site drainage.
6. Temporary enclosures.
7. Hoists and temporary elevator use.
8. Temporary Project identification signs and bulletin boards.
9. Waste disposal services.
10. Rodent and pest control.

SANITARY FACILITIES: Sufficiently lighted and ventilated toilet facilities in weatherproof, sightproof, sturdy enclosures in sufficient quantities for the number and composition of crews working on the site.

Place in locations approved by the Commissioner and convenient to work stations. Relocate as work progress requires.

Completely remove sanitary facilities on completion of work.

FIRE PROTECTION EQUIPMENT: UL Class 2A, 2-112-gallon water type, stored-pressure extinguisher and UL Class 10, type I, 15-pound BC carbon dioxide extinguisher. If fire protection needs are not supplied by permanent facilities, install and maintain temporary fire protection facilities. Comply with requirements of National Fire Protection Association NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alteration and Demolition Operations".

A. A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.

B. Hazard Control: Take all necessary precautions to prevent fire during construction.

C. Locate internal combustion equipment so that exhausts discharge well away from combustible materials.

- D. Locate service areas a minimum of 50 feet from buildings. Shut down equipment before refueling.
- E. Smoking: Smoking within field office or temporary storage sheds is prohibited.
- F. Welding: Cutting by torch or welding shall be performed only when adequate fire protection is provided.
- G. Vehicles and Equipment: Provide one extinguisher on each vehicle or piece of equipment.

FIRST AID FACILITIES

Equipment and medical facilities necessary to supply first aid service to the injured in the progress of this contract.

Contractor shall have standing arrangements for the removal and hospital treatment of any person who may be injured while engaged in the performance of the contract.

CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE

At a readily accessible point on or near the site, the Contractor shall maintain a lockable field office provided with all utilities, lighting, toilets, fire safety, telephone, and HVAC. The office trailer shall be of sufficient size to provide a desk, phone and meeting room for the use of the Commissioner and/or his agent. During the performance of any work at the site, the Contractor shall have a representative who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions, and instruction from the Commissioner. The Contractor's representative shall be provided, at all times, with a copy of this contract and a set of the contract drawings.

SECURITY

The Contractor shall be solely responsible for maintaining security at the project site at all times, until demolition and site clearance have been completed. He shall maintain by whatever means necessary effective security against potential theft and to limit unauthorized persons from entering the site.

FENCING

To be installed as noted to secure the site perimeter during the performance of the work.

ELECTRIC

Contractor to supply all electrical power, as stipulated below.

NIGHT TIME EXTERIOR LIGHTING

Contractor to provide exterior lighting, as stipulated below.

TRAFFIC CONTROL

Contractor Furnished Materials and Equipment

Materials, equipment, temporary construction signs and facilities for maintenance of traffic and work area protection shall remain the responsibility of the contractor unless otherwise shown on the contract drawings.

Provide new materials, or undamaged previously used materials in serviceable condition conforming to requirements specified herein.

Provide and maintain in serviceable condition and in required quantities the following as required herein or as shown on the contract drawings:

1. Traffic Cones and Tubular Markers: Radiator Specialty Company Traffic Safety Division, Charlotte, NC., or approved equal.
 - a. Units shall conform to design standards of the Manual on Uniform Traffic Devices, FHWA 1988, Section 6 c -3.
2. Temporary Signs: Shall be made up of exterior type plywood, 5 ply AC grade or better.
 - a. Temporary sign supports: Wood pressure treated CCA40 Southern Yellow Pine.
 - b. Portable sign supports: Marketing Displays, Inc., Farmington Hills, MI., "Windmaster" #4860, or approved equal.
3. Flasher Lights: Units as listed below conforming to the requirements of Part VI of the MUTCD as certified by independent testing laboratory reports, copies of which shall be submitted to the Engineer for approval.
 - a. Nighttime Low Intensity Type A Flasher lights using 12 volt circuit and lamp units with vandal resistant off/on switch and mounting hardware photocell, and new bulbs and batteries.
 - b. Daylight and Nighttime High Intensity Type B Flasher Lights with vandal resistant off/on switch and mounting hardware, and new bulbs and batteries.
4. Temporary Roadway Plates: Steel plates, sized to cover roadway excavations width thickness and edge support adequate to provide American Association of State Highway and Transportation Officials (AASHTO) HS 20-44 loading.

4.42. Execution Of Temporary Service And Equipment

INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed.

TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
 1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of demolition. Prior to temporary utility availability, provide trucked-in services.
 3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
 4. Use Charges: Cost or use charges for temporary facilities are not changeable to the Owner and will not be accepted as a basis of claims for a Change Order.

ELECTRICITY AND LIGHTING:

- A. Contractor to supply all electric power required on site and for all equipment (crushers, recycling equipment, etc.) brought onto site. Contractor to make arrangements with utility companies and pay all costs, for installation, maintenance, removal etc.
- B. Contractor to provide exterior night-time lighting: minimum 400 watt high pressure sodium dual fixtures, to be installed illuminating toward contract site. Deflector shields shall be installed on all fixtures to prevent glare onto adjacent areas. The installation of these exterior lights shall in no way remove contractor responsibility for installing additional lighting, inside buildings and out, as required by Federal State or local governing authorities for the performance of safe demolition work.
- C. Temporary Electrical: Temporary electrical work shall meet requirements of NEC 305 and OSHA 1926, Subpart K. If Contractor elects to provide ground-fault protection through the assured equipment grounding conductor program, he shall promptly submit the results of all required tests to the Commissioner. In addition, a written description of the assured equipment grounding program, including specific procedures, shall be available at the job site, and a copy shall be submitted to the Engineer.

HEATING AND VENTILATING

Provide and maintain adequate approved facilities, as required for safety requirements, during the progress of the work.

TELEPHONE

Make arrangements with telephone company for Contractor*s telephone in office trailer and pay all costs. Provide 2 way radios between work areas in the buildings and the office trailer.

WATER:

- A. Furnish cool, potable water for demolition personnel in locations convenient to work stations.
- B. Furnish water for all demolition, recycling, dust control, washing equipment, street cleaning, crushers, other recycling equipment etc.

TRAFFIC CONTROL

Provide traffic control in accordance with Contractor*s Traffic Control Plan.

Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with demolition activities included under individual Sections, comply with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.

Rodent and Pest Control: Before Work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials. It is imperative that pest management control be exercised within the building throughout the duration of the construction.

SECURITY AND PROTECTION FACILITIES INSTALLATION

Provide temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NEPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for "Safeguarding Construction, Alterations and Demolition Operations."

A. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

B. Store combustible materials in proper containers in fire-safe locations.

C. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.

D. Provide supervision of cutting and welding operations, combustion type temporary heating units, and similar sources of fire ignition.

E. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

F. Enclosure Fence: When demolition begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate demolition operations.

G. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of demolition. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

H. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

I. Environmental Protection: Provide protection, operate temporary facilities and conduct demolition in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

C. Remove each temporary facility after project need has ended, but no later than from substantial completion

4.43. Temporary Controls

HOUSEKEEPING:

A. Keep project neat, orderly, and in a safe condition at all times.

B. Provide enough refuse containers for collecting demolition debris.

C. Wet down dry materials and rubbish to prevent blowing dust.

- D. Keep volatile wastes in OSHA approved covered containers.
- E. Keep all combustible materials properly labeled and stored on the site
- F. Utilize excavated material as soon as possible.

DISPOSAL:

- A. Dispose of excess excavated material, (including rocks and boulders) that cannot be used for backfill, at an approved off-site location.
- B. Unless otherwise specified, all removed material becomes the property of the Contractor and shall be disposed of outside the project site.
- C. Immediately remove hazardous rubbish from the project site. Place other demolition debris in refuse containers at least daily. Dispose of refuse at least weekly, in a legal manner, at public or private dumping areas outside the site. Do not burn or bury refuse inside the site.

POLLUTION CONTROL:

- A. Continually use water sprinkling and other suitable methods to minimize the amount of dust and dirt, rising and scattering in the air, to the lowest practical level possible during demolition, debris removal or recycling operations. Requests made by The City of Chicago Department of Environment regarding pollution controls shall be promptly implemented by the Contractor. Do not use water when dangerous flooding or icing may occur. The Contractor shall comply with all governing regulations pertaining to environmental protection, soil erosion and dust control and install all control measures indicated on the plan.
- B. Maintain the cleanliness of streets and properties of dirt, dust and debris produced by demolition operations at all times including during all debris removal and/or recycling operations. This shall be done on a daily basis. The Contractor shall submit for approval by the Commissioner the method of cleaning of all buildings and streets prior to commencement demolition. After demolition and removal is complete, the Contractor shall return adjacent structures and roadways to the conditions existing prior to the start of work.
- C. Make all attempts necessary to reduce noise emissions from the site during demolition operations, all debris removal and/or recycling operations. Noise levels shall be maintained at or below State and City Standards at all times. All machinery and equipment shall have mufflers or noise reducing devices installed.

- D. Do not dispose of volatile wastes or oils in storm or sanitary drains.
- E. Do not allow waste materials to be washed into storm or sanitary drains.
- F. Protect slopes and downhill areas as soon as possible to prevent erosion.
- G. The Contractor is responsible for clearing out, repairing and restoring to good working order all sewer inlets and lines whose capacity is reduced due to the demolition work.

4.44. Project Closeout

The work of this section consists of final cleanup, closeout submittals, and final inspection procedures.

The Contractor shall avoid hazards to persons and property, and interference with the use of adjacent buildings or interruption of free passage to and from such buildings. Care shall also be taken to prevent the spread of dust and flying particles. After work is started on any building, the work on the premises of that building shall be continued to completion promptly and expeditiously. On completion of work at each building, premises shall be left in condition satisfactory to the Commissioner. The cleaning up of the premises shall include the removal and disposal of any hazardous materials, rubbish, refuse or other trash

lying within the parcel areas, whether or not such conditions have resulted from operations under this contract.

All streets within 600' of the site, or as directed by the Commissioner that have accumulated dust and debris as a result of the project work shall be swept and otherwise cleaned as required to remove said dust and debris.

After the contractor has completed the demolition of the structure and removed all demolition debris that is unsuitable for fill, the contractors must contact the Department of Buildings to schedule a back fill inspection. The contractor must contact Buildings at least twenty-four hours in advance of the requested date and time. At the scheduled date and time the contractor must be present, and the legal fill must be on site and the demolition hole must be void of all demolition debris.

CLEANING MATERIALS: As recommended by the manufacturer of surface to be cleaned, or per Chicago Department of Transportation standards.

CLEANING: The Contractor shall removal all surplus materials, falsework, temporary fences and other temporary structures, including foundation thereof, plant of any description and debris of every nature resulting from his operations and shall put the demolition site in a neat, orderly condition. At time of final inspection, project shall be thoroughly clean and ready for use. All drainage structures shall be cleaned and left in working conditions.

CLOSEOUT SUBMITTALS: Submit before final inspection request.

- A. Project Record Drawings: As specified by the City
- B. Guarantees and Bonds: As specified by the City
- C. Test Results: As specified by the City

SUBSTANTIAL COMPLETION AND FINAL INSPECTION: Submit written certification that project, or designated portion of project, is substantially complete, and request in writing a final inspection. The Commissioner or his authorized representative will make an inspection within 10 days of receipt of request. Submit three copies of this request to the Commissioner.

A. When the Commissioner determines that the work is substantially complete, the Department of Buildings will prepare a list of deficiencies to be corrected before final acceptance and issue a Letter of Substantial Completion.

B. If the Commissioner determines that the work is not substantially complete, the contractor will immediately be notified in writing, stating reasons. After completing work, Contractor shall resubmit certification and request a new final inspection. Submit three copies of this request to the Commissioner.

ACCEPTANCE OF THE WORK: After all deficiencies have been corrected, a Letter of Acceptance will be issued by the Commissioner.

4.45. Disposal Of Debris And Excess Material

DESCRIPTION

A. The work of this section consists of removal of debris and excess or unsuitable material from the site and disposal to an approved dump site in accordance with applicable Federal, State and local codes and regulations. Burning on site is not permitted.

SUBMITTALS

A. Unless authorized in writing by the property owner and approved by the Commissioner, the Contractor is prohibited from utilizing any property outside of the Contract Limit Line. Copies of this agreement are to be furnished to the Commissioner.

B. Contractor shall submit log books to the Commissioner for each truck that enters and exits the site with construction material/debris. These books shall indicate the following:

1. Truck I.D. number.
2. Date and time of departure from the demolition site.
3. Amount of material carted off site.
4. Signed receipt from disposal site where load was dumped.

C. Written approvals for use of disposal site or locations where materials are to be sold or stored, i.e. intermediate and final disposition of recycled and waste debris, shall be required prior to contract award.

REMOVAL

The Contractor shall legally and safely transport and dispose off-site all materials removed from demolished structures, including recycling, in accordance with local, state and federal regulations governing such operations.

The Contractor shall be responsible for locating and making arrangements for the safe, legal dumping of demolition material off-site during the entire course of the contract.

BURNING

The Contractor, his/her representative or employees shall not burn or cause to be burned, at any time within the site of the work any paper, wood or other combustible refuse.

4.46. Protection Of Existing Utilities Structures And, Streets

The work in this section consists of protection of all existing utilities, structures, streets and railroad facilities.

SUBMITTALS

Provide written protection plan for the approval of the Commissioner, or his agent prior to commencement of the work. These plans shall incorporate all requirements for protection.

PROTECTION

The Contractor shall protect all existing utilities and facilities to remain on the site. The Contractor shall protect the following utility services, but not limited to: street lights electrical service, storm and sanitary, sewer system, telephone and telecommunication cables and enclosure; gas mains; water mains; Chicago Transit Authority, Burlington Northern Railroad, and associated facilities; traffic signals and equipment; bench monuments; fire hydrants; the surrounding residences and business facilities.

The Contractor shall record via still photography and video tape all surrounding business and residential facilities within 200' of the Contract Limit Line or as directed by the Commissioner before and after

completion of demolition work. The photographs and video tape shall clearly document the physical condition of each existing structure's condition, providing perimeter views of exterior walls, roofs, and foundations walls if necessary.

The Contractor shall repair or restore at its sole cost, any damage to existing utilities, streets, and railroad facilities as a result of the work.

SAFETY PRECAUTIONS

The Contractor shall avoid hazards to persons and property, and interference with the use of adjacent buildings or interruption of free passage to and from such buildings. Care shall also be taken to prevent the spread of dust and flying particles. After work is started on any building, the work on that building shall be continued to completion promptly and expeditiously. On completion of work at each building, premises shall be left in a condition satisfactory to the Commissioner. The cleaning up of the premises shall include the removal and disposal of any rubbish, refuse or other trash lying within the parcel areas, whether or not such conditions have resulted from operations under this contract.

USE OF EXPLOSIVES

The use of explosives in the performance of the work under this contract is prohibited.

REMOVAL OF ASBESTOS MATERIAL

The Contractor shall be responsible for the removal of asbestos material in compliance with the United States Environmental Protection Agency guidelines as stated in the National Emission Standards for Hazardous Air Pollutants..."Failure to comply with the Federal requirements will be considered a violation of the Clean Air Act and may result in civil and criminal penalties being imposed by the United States Environmental Protection Agency."

The USEPA Asbestos Regulations are listed in Appendix C.

Note: The Appendix C referenced above is not attached to this RFQ.

The Contractor shall be responsible for the submittal of a written notice to the U.S. Environmental Protection Agency and to the Illinois Environmental Protection Agency regarding the removal of asbestos materials. The notices must be postmarked or delivered at least 20 days before the start of demolition. A copy of the written notice to each agency must be submitted to the Department of Buildings.

The Contractor shall be responsible for requesting an on-site inspection, no less than (10) days before demolition begins regarding the finding of asbestos material. The inspection request is to be made to:

City of Chicago
Department of Environment
25TH FLOOR
30 North LaSalle

If asbestos removal is required, see the following Asbestos removal and encapsulation section. The Contractor's cost for removal of asbestos material will be part of the total contract value bid per location. In the event asbestos is discovered, no additional compensation will be granted for its removal.

4.47. Demolition & Disposal

The work of this section includes the demolition removal and disposal of buildings and appurtenances located at the addresses identified. Unless specifically directed in writing by the Commissioner, the Contractor must not demolish, salvage or otherwise remove structures at the listed addresses that are not identified in the bid solicitation.

The buildings under contract are to be demolished per the base bid, debris removed from the site, basement area to be cleaned of all debris and after sites have been inspected by the City the basement area is to be filled in accordance with existing specifications and leveled to existing grade.

BUILDING OCCUPANCY: Structures to be demolished shall be vacated and discontinued in use prior to start of work. Contractor shall insure that the structures are vacant prior to any demolition work.

CONDITION OF STRUCTURES: The City assumes no responsibility for actual condition of structures to be demolished. The person employed by the contractor to survey or verify the condition of the structures shall be a professional engineer licensed in the state in which the project is located, shall possess specific experience and training so as to be competent to determine both the condition of the framing, floors, and walls and the possibility of unplanned collapse of any portion of the structure, and shall have the authority to take prompt corrective action when necessary.

SALVAGED MATERIALS: Items of salvageable value to Contractor may be removed from structure as work progresses. Salvaged items must be transported from site as they are removed. Storage or sale of removed items on site will not be permitted.

ARTISTIC AND HISTORICAL MATTER

Any and all matter on the site or contained on or in the structure scheduled for demolition that has artistic or historical significance shall remain the property of the City. The Commissioner or his duly authorized agent shall have the sole discretion in determining what is historical or artistic.

COORDINATION

Prior to and during demolition the contractor shall coordinate its work with the Police and Fire department and all other governing authorities.

TRAFFIC

- A. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- B. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations. All signs if required, shall be designed and installed in accordance with IDOT standards. Do not obstruct access to the site. Provide proposed street closure plan within 5 days after Contract award.
- C. All costs associated with traffic management, including closures and diversions, shall be the responsibility of the Contractor.

PROTECTIONS

- A. The Contractor shall implement any and all controls necessary to contain all debris other than dust within the project site.
- B. Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

- C. Erect temporary covered passageways as required by authorities having jurisdiction. Erect chain link fence around sidewalk perimeter and contract limit line. Chain link fence shall be as specified the TEMPORARY CHAIN LINK FENCE provisions.
- D. Provide interior and exterior shoring, bracing, or support as required to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- E. Provide protection against dust infiltration into adjacent occupied buildings.
- F. Conform to applicable procedures when discovering hazardous or contaminated materials.

DAMAGES

- A. Promptly repair damages caused to adjacent facilities or utilities by demolition operations at no cost to the City.

UTILITY SERVICES

- A. The contractor is solely responsible to identify all utilities which need to be maintained and to reach agreements with the owners and operators as to their requirement for doing so. It should be understood that the Commissioner does not have any responsibility in this matter but should be kept informed of any meetings which are scheduled, copied on correspondence, etc.
- B. Maintain existing utilities indicated to, keep in service, and protect against damage during demolition operations.
- C. Do not interrupt existing utilities serving adjacent occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- D. Contractor will coordinate utility shut-off with the appropriate utility company. Disconnecting and sealing indicated utilities before starting demolition operations is part of this work. All utility lines are to be severed from the building prior to demolition.
- E. Utility Services: Refer to the DISCONNECTION, CAPPING AND REMOVAL OF UNDERGROUND UTILITIES provision for disconnecting, removal, and capping of utility services. Do not start demolition work until utility shut-offs have been completed and verified in writing.

EXTERMINATION

The Contractor shall employ a State licensed exterminator and treat the entire building no earlier than fifteen (15) days prior to demolition in accordance with governing health regulations for rodent and insect control. A final certification verifying compliance with health regulations and that the buildings are clean of insects and rodents shall be submitted and received by the City of Chicago, Department of Buildings and any other appropriate governing body.

POLLUTION CONTROLS

- A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection and control and surface run-off.
- B. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Commissioner. Return adjacent areas to condition as indicated on the demolition plan.

BUILDING DEMOLITION

A. The Contractor shall be responsible for safely purging all mechanical and plumbing pipe lines and systems (including equipment) within the building that may contain residual oils, gases, etc. The materials shall be the sole responsibility of the Contractor who shall legally dispose of these materials, If necessary, in accordance with Federal, State and local regulations (if applicable). The dumping of these materials on-site shall not be permitted.

B. Demolish buildings completely and remove from site. Use such methods as required to complete work within limitations of governing regulations. The buildings shall be demolished in accordance with all permits and approvals required by City, State, Federal governmental authorities and comply with all laws.

BELOW-GRADE CONSTRUCTION

A. Demolish all construction within Contract Limit Line including underground utilities, structures, improvements, etc. to a minimum depth of 1' below final subgrade. This includes, but is not limited to all footings, walls, floors, basements, foundations etc, within the Contract Limit Line.

FILLING BASEMENTS AND VOIDS

A. Completely fill below-grade areas and voids resulting from demolition of structures in accordance with SITE ESCAVATION AND GRADING provisions.

B. Use satisfactory soil materials as specified in SITE ESCAVATION AND GRADING provisions.

C. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen material, organic material trash and debris.

D. After fill placement grade surface as indicated on the grading plan.

SALVAGED MATERIAL

A. Except for items indicated to remain City property, other removed and salvaged materials not indicated for re-use shall become Contractor's property, to be removed from site.

DISPOSAL OF DEMOLISHED MATERIALS

A. Remove debris, rubbish, and other materials resulting from demolition operations, from the site in accordance with all applicable laws.

B. Burning of removed materials from demolished structures will not be permitted on site.

C. Removal: Transport materials removed from demolished structures and legally dispose of off-site in accordance with the DEMOLITION & DISPOSAL provisions.

PROTECTION

A. Protect remaining utilities from damage.

B. Protect trees, plant growth, structures and features designed to remain.

C. Protect bench marks and survey control points and existing structures from damage or displacement.

PARTY WALLS

Where two or more buildings are connected by a party wall and one building is to be demolished, the Contractor shall be responsible for complying with section 76.9 of the Chicago Building Code as follows:

A. Anchorage of party walls:

Before a permit is issued for the wrecking of a structure that has one or more party walls in common with one or more buildings, there shall be delivered to the Department of Buildings a certificate by a licensed architect or licensed structural engineer to the effect that the adjoining premises do not require anchorage, or if such certificate indicates that anchorage is necessary, the certificate shall be accompanied by a drawing

signed and sealed by such architect or engineer and approved by the Commissioner of Buildings, indicating adequate anchorage of floor and roof joints. The adjoining premises shall be anchored in compliance with such drawing. The written consent of the owner of the adjoining premises permitting the anchorage shown on such drawing shall also accompany the certificate.

Party walls of greater height than the remaining structure shall be brought down to the height of said structure and made watertight.

All openings, except pipe and duct chases in the remaining portion of the party wall shall be closed with brick, mortar or other material similar to that in the party wall. Any loose material shall be removed from the party wall and its surface left in a reasonable smooth, patched and sound condition. Returns on party walls shall not project more than twelve (12) to sixteen (16) inches and shall be cut off and dressed in a reasonable smooth and plumb condition.

The Contractor shall be liable for any damage caused by loose material falling from the party wall or deviation thereof.

The foregoing shall also include party walls found during the progress of the work and not indicated in the plan or specifications. Said work to be done at the Contractor's expense.

4.48. Removal Of Underground Storage Tank Systems

DESCRIPTION

If no underground storage tanks are known to exist, the Contractor is instructed to exclude removal of underground storage tanks from the bid.

SUBMITTALS

The Contractor shall comply with all City, State and Federal requirements, and shall submit copies of all submissions to the Commissioner prior to the commencement of the work.

The Contractor shall submit copies of the required licenses and certifications for all subcontractors used for tank and/or soil removal.

EXECUTION

In the event an underground storage tank system is discovered, the Contractor shall notify the City immediately prior to disturbing the underground storage tank system. The Commissioner or its representative shall review the site conditions and direct the Contractor in writing whether to remove the underground storage tank system or not.

In the event the Contractor is directed to remove the underground storage tank system, the Contractor shall submit a cost proposal including complete cost breakdown for the work from an underground storage tank system contractor licensed in the state of Illinois and approved by the City. The Commissioner or its representative shall approve the cost proposal and authorize the Contractor in writing prior to the Contractor proceeding with removal of the underground storage tank system. All work performed by the Contractor and its subcontractors shall comply with all applicable codes, rules and regulations.

The Commissioner shall amend the Contractor's contract to include removal of the underground storage tank system. Payment for all work associated with the removal of the underground storage tank system shall be made by the City under its normal payment procedure upon completion of the work and satisfactory final inspection by the Commissioner or its representative, and completion of the contract modification for said work.

4.49. Removal Of Pavements, Structures, Fencing And Curbing

The work of this section consists of removing and disposing of pavements, slabs, structures, site furnishings, utilities, trees, fences, curbing and other obstructions. The work includes backfilling and grading.

PROJECT CONDITIONS

Keep dust to a minimum at demolition site. Use sprinklers or water trucks as necessary.

SUBMITTAL

Provide written protection plan for approval by the Commissioner its agent prior to commencement of demolition.

PREPARATION

Protect buildings, structures and utilities to remain.

REMOVAL

- A. Pavement, slabs and curbing: Scarify or rip bituminous pavement; break up concrete. Saw cut material adjacent to remaining construction. Remove completely and properly dispose of all debris off site.
- B. Trees: Cut down and remove stump and root system. Remove all secondary branches and chip. Cut the remaining portion of the tree into 18" maximum lengths. Remove completely and properly dispose of all debris off site.
- C. Utilities: Sever utility lines and Remove all piping completely.
- D. Fencing: Remove all recreation backstops, goal posts, flagpoles. Remove all footing material completely.
- E. Chimneys: Remove all chimneys.

TRAP DOORS, GRATING, ETC.

The Contractor shall remove all coal hole covers, trap doors, sidewalk lights, gratings, and similar appurtenances that occur in the public sidewalk adjacent to the buildings to be removed. The openings left in the sidewalks thereby shall be filled to within four (4) inches of the top of the adjoining sidewalk and covered with not less than four (4) inches of compacted gravel or granulated cinder fill graded and pitched to the elevation of the adjacent walks.

Frames for the aforesaid appurtenances shall be removed from the sidewalk area if the conditions of such frames are detrimental to the public safety. The Contractor shall not remove, damage or disturb the vaults or other appurtenances of private utilities.

BACKFILLING

- A. The Contractor shall completely fill below grade areas and voids resulting from the demolition of structures. All unsuitable material shall be removed from the excavation prior to placement of fill.
- B. Use satisfactory materials containing native soils, stone, gravel, or sand, free from debris, trash, frozen materials, roots, and other organic matter. Concrete and masonry items measuring less than 6" diameter may be used as part of fill material if they are suitably shaped to obtain a dense compacted mass, are placed without nesting so as to prevent void. Place any concrete and masonry a minimum of 4 feet below finished subgrade.
- C. Before placing fill materials, ensure that areas to be filled are free of standing water, frost, frozen material, trash, and debris. The fill, wherever required, shall be compacted to at least 95% maximum laboratory dry density as determined by the Modified Proctor Test, measured by an independent testing firm hired and paid for by the Contractor and approved by the Commissioner.

D. Placement of backfill should not proceed until the Commissioner or his agent has inspected and approved the subgrade or the underlying layer of backfill.

E. Place fill materials in horizontal layers not exceeding 8 inches in loose depth. Compact each layer, by proof rolling with bulldozer.

GRADING

Restored Areas: Rough grade to restore approximately the original contour, and smooth to blend with adjacent ground.

DISPOSAL

Dispose of unsuitable and excess material in accordance with DEMOLITION & DISPOSAL provision.

After the contractors has completed the demolition of the structure and removed all demolition debris that is unsuitable for fill, the contractor must contact the Department of Buildings to schedule a back fill inspection. The contractor must contact Buildings at least twenty-four hours in advance of the requested date and time. At the scheduled date and time the contractor must be present, and the legal fill must be on site and the demolition hole must be void of all demolition debris.

4.50. Disconnection, Capping And Removal Of Underground Utilities

The work of this section consists of disconnecting, capping and removal of all underground utilities.

UTILITY SERVICES

A. Contractor shall protect all hydrants and relaxed piping on interior of project.

B. At all times during the work of this section, maintain accessibility from street to all fire hydrants, traffic signals, power or light poles, mailboxes, and similar utility and public service items adjacent to the construction site.

C. Do not interrupt utilities serving occupied or used areas, except when authorized by the Authority and utility owners. Provide temporary services during such interruptions as approved by the appropriate authorities.

D. Arrange in advance of demolition work for disconnection or re-routing of utility line(s). Identify such capped, plugged, sealed or re-routed lines on a record drawing.

E. Removal of utilities to include all conduit, pipeline, wires, anchors, supports, tunnels, concrete bedding or encasement and/or unsuitable material, phone, cable TV, storm sewer, security, communication, etc..

EXECUTION

Prior to excavation of utilities, contact applicable utility company to verify that the utility is shut off.

Prior to removal, all utilities shall be properly purged and evacuated of all residual gases, oils, etc. All purging and testing shall be approved by local utility companies and governing authorities having jurisdiction.

Sever and cap utility lines at all buildings prior to demolition. Provide photographic records of capped utility lines.

The Contractor shall seal and/or plug the ends of all disconnected utilities at the Contract limit line with clean concrete, gasketed blank steel seal plates, or other measures as recommended or required by the utility company or Commissioner. All plugs shall be inspected by the City prior to backfilling. The Contractor shall also perform the following utility services:

GAS

On site gas services shall be clearly and accurately marked in the field. Lines that are to be maintained shall be tested for leaks before and after demolition operations. Lines to be removed shall be evacuated of all residual gases prior to removal. Testing and evacuation of lines shall be coordinated with local gas company.

WATER

Any existing water services shall be terminated at the main by the Bureau of Water Engineering (BWE) and included in the contractor's bid price.

SEWERS

Sanitary lines from buildings to be demolished shall be entirely removed up to the connection point with combined sewers. Pipe shall be cut 3 feet away from manhole/basin and remaining pipe filled with concrete. For existing sewer and storm drainage connections, remove up to 3 feet of remaining pipe and plug. All sewer lines to be abandoned must be disconnected at the main. Storm and combined sewer lines shall be maintained in place where indicated. Storm grates shall be covered with ½ inch thick steel plates during any blasting operations.

ELECTRIC

The Contractor shall cause Commonwealth Edison to remove or protect its facilities as required. Contractor shall include all such Commonwealth Edison costs as part of its bid.

4.51. Site Excavation And Grading

The work of this section consists of excavation, stripping topsoil, embankment construction, backfill, removal and disposal of excess and unsuitable material, furnishing and placing imported borrow, erosion control, and rough grading.

QUALITY ASSURANCE

All fill material is subject to test and inspection and approval prior to use.

CLASSIFICATION

All excavation under this section shall be considered unclassified regardless of the nature of the material encountered.

PROJECT CONDITIONS

Maintain fill and slopes per OSHA requirements within contract limits until final acceptance. Repair areas damaged as a result of storms or demolition operations.

PRODUCTS

All embankment and backfill will be subject to approval by the Commissioner. Before importing borrow, use all suitable material obtained from excavation.

Material for embankment construction shall be free from detrimental quantities of organic materials, and free of all debris, muck, and other unsuitable materials. Frozen material will not be permitted in embankment construction.

IMPORTED BORROW

Clean, readily compactible soil or soil aggregate, with all particles passing a 6-inch square opening, with not more than 35 percent weight of the material passing a No. 200 sieve, as determined by AASHTO T88-81. The portion of material passing the No. 40 sieve shall have a plasticity index of not more than 10, as determined by AASHTO T90-81.

WATER

See WATERING/DEWATERING provision.

STRIPPING AND STOCKPILING TOPSOIL

Strip all material suitable for topsoil within the construction limits, except stripping will not be required when the depth of topsoil is less than 3 inches. The Commissioner will determine areas to be stripped and depth of stripping, and will designate locations for stockpiles.

GROUND SURFACE PREPARATION

Before excavating or placing fill, complete all clearing, and scarify ground surface to provide ample bond between old and new material.

HIDDEN OBSTRUCTIONS

All excavations on site are unclassified and include all materials encountered regardless of their nature or of the manner in which removed.

SUBGRADE TOLERANCE: The finished subgrade elevation shall not vary above or below the adjacent existing grade by more than 0.1 foot.

PLACING TOPSOIL

See TOPSOIL provision.

DISPOSAL

Dispose of all surplus material by truck off-site. Dispose of all unsuitable material as specified in the DEMOLITION & DISPOSAL provision.

USE OF FILL REQUIREMENTS

The material used for fill, except the top four (4) inches (topping), shall be brick, broken concrete, stone, mortar or other similar inorganic materials. Material which, in the opinion of the Commissioner or his agent, is not suitable for use as fill, shall not be so used and shall be removed from the site of the work at no additional cost to the city. The Contractor shall furnish all additional material necessary to complete the filling specified without any additional compensation therefore. All or any debris in excess of the required fill shall become the property of the contractor and shall be hauled away from the site or sites. Debris used as fill material shall contain no portion or section of rubble exceeding twelve (12) inches in its largest dimension.

The material used for fill for the top four (4) inches topping shall consist of bank run sand, fill sand, pea gravel, black dirt or top soil, limestone screenings, or granulated cinders, or any combination of the above as may be approved by the Commissioner. Should top soil or black dirt be placed, a chemical, weed inhibitor shall be applied per the manufacturer's recommendation.

Finished grading of top four (4) inches shall contain no fill material with surface area or diameter in excess of one (1) inch. Said fill shall cover all demolition debris scattered about the lot area and shall be graded to a reasonable neat and compacted level, to the required finish grade.

The fill, as described above, except the top four (4) inches, shall be placed to demolition grade. For each parcel the demolition grade shall be the surface extending from the top of the street sidewalk to the top of the alley pavement surface at the rear of the parcel, or where no alley exists ground surface at the rear lot

line of the parcel; provided, however, that where the lot surface is more than one (1) foot below the sidewalk grade, then demolition grade shall be the grade of the lot surface. All projecting pipes, posts, splinters, lumber, glass, sheet metal and all other similar debris shall be removed.

All public sidewalks and alleys shall be left in place unless otherwise ordered and authorized by the Bureau of Streets. All sub-sidewalk and vault spaces shall be filled sufficiently to prevent settlement to such sidewalks. Foundations, walls, piers, or columns supporting such sidewalks shall not be removed or disturbed.

NEED FOR ADDITIONAL FILL

Demolition of structures on depressed lots in excess of one (1) foot may require the addition of satisfactory fill at the site to properly grade. Vaulted walks shall be filled sufficiently to prevent settlement to such walks. Adequate fill, properly topped, shall be provided to slope the grade from the depressed lot level up to the public walk and alley grades. Such grading shall be pitched not less than five (5) feet of horizontal run for each foot of vertical rise. Permanent barricades or fences of proper design and construction may be approved in lieu of the above at the discretion of the Commissioner. Fences, if required, would be included in the special conditions of the contract documents.

SOIL EROSION AND SEDIMENTATION CONTROL

- A. The contractor shall execute all demolition work carefully to prevent soil erosion and control soil sedimentation.
- B. Prevent sediment and soil erosion from entering existing sewer system or the City River.
- C. Provide and maintain at all times during construction, ample means and devices with which to remove promptly and dispose of storm and run-off water.

GRADING

- A. Perform all rough grading as shown on the applicable bid solicitation drawings, and as approved by the Commissioner.
- B. Surface fill shall be smooth and even, free of voids, and within plus or minus 1/10 foot of specified elevations shown on Drawings.
- C. Newly graded areas shall be protected from traffic and erosion. Contractor shall repair and re-establish all disturbed grades as required and approved by the Commissioner, without cost to the Owner.

ABANDONED UTILITIES

Inactive and abandoned utilities not shown on plans encountered in excavation and grading operations shall be removed, plugged or capped as required per the DISCONNECTION, CAPPING AND REMOVAL OF UNDERGROUND UTILITIES provision.

4.52. Watering/Dewatering

The work of this section consists of furnishing, hauling, and applying water required in the compaction of embankments, backfills, and subgrade, and for, dust control and other construction operations. The work also includes the control, defection and removal of surface and ground water within the Contract Limit Lines as required to perform the contract work.

WATER

Free of debris, organic matter, and other objectionable substances. If not supplied from city source, submit test results, showing no contamination, to Commissioner for approval. All charges for supply, testing, usage, etc., to be paid for by Contractor.

APPLICATION

Apply water for compaction and dust control by means of pressure type distributors or pipeline equipped with a spray system with nozzles that will ensure a uniform application of water.

EQUIPMENT

Provide all necessary pumping equipment, piping, meters, tanks, and water trucks. Water trucks shall be of at least 1,000-gallon capacity, equipped with a spray bar of ample capacity, and designed to ensure uniform and controlled application of water in the amounts designated. When water is to be metered for measurement, use an approved metering device.

Maintain at least one water truck with a minimum capacity of 1,000 gallons on the project at all times, should conditions warrant.

PREWETTING

Prewetting the material in excavation areas prior to its removal for placement in embankments will be permitted when accomplished in an acceptable manner. If prewetting is done with a sprinkler system, the water shall be metered through approved devices located near the point of discharge. Provide adequate drilling equipment to check the penetration of moisture for the full depth of the excavation. During prewetting, avoid excessive runoff and minimize water waste. Any required drying of prewetted embankment soils shall be done at no additional expense.

DEWATERING

Remove and dispose of all ground and surface water as required to perform the work. Said removal and disposal shall conform to all applicable codes, rules and regulations, and shall be performed at no additional cost to the City.

4.53. Temporary Chain Link Fence

This specification covers chain link fence materials, including chain link fabric framework, gates and fittings. Fence shall be 8 foot high above grade, using 8 foot high chain link fabric, to be installed at the contract limit line for the duration of the project. Upon written direction from the Commissioner or his agent after Substantial Completion, the Contractor shall remove and dispose of all fencing, posts, and material.

QUALITY ASSURANCE

Aluminum coated, chain link fabric, framework, and fittings shall be manufactured per Part 2-Products.

PRODUCTS

Posts and rails shall be roll formed, open seam self-draining shapes, hot dipped galvanized or galvanized standard weight pipe. All fittings shall be pressed steel or malleable iron and shall be hot dip galvanized conforming to ASTM-A153. Tie wires shall be minimum 9 gauge aluminum or 11 gauge galvanized steel. Line and terminal posts to be of sufficient length to allow for approximately 30" of post to be mechanically driven

into the grade. Maximum spacing of line posts to be 10-0" unless noted on drawing. Fence to follow ground line unless otherwise provided for in this specification.

FABRIC

Chain link fabric shall be either aluminum coated conforming to ASTM-A491 or zinc coated conforming to ASTM-A392 Class 2. Fabric shall be woven from 11 gauge (coated size) wire in 2 inch mesh. Fabric 72 inches high and over shall be knuckled at one selvage and twisted and barbed at the other selvage.

LINE POSTS

Line posts shall be 2 3/8 inches O.D. standard weight galvanized pipe with minimum bending strength of 201 pounds under a 6 foot cantilever load and shall be coated with 2.0 ounces of hot dipped zinc in accordance with ASTM-F1083 or equal.

TOP AND BRACE RAIL

Top and brace rails shall be standard weight galvanized pipe with minimum vertical bending strength of 202 pounds on a 10' span and coated with 2.0 ounces of hot dipped zinc in accordance with ASTM-F1083 or equal.

TERMINAL POSTS

All end, corner, and pull posts shall be 2 7/8" O.D. galvanized standard weight pipe with minimum bending strength of 381 pounds on 6' cantilever load and coated with 2.0 ounces of hot dipped zinc in accordance with ASTM-F1083 or equal. Gate posts shall be of the following sizes for single swing gates or one leaf of double gates:

<u>Leaf Width</u>	<u>Gate Post</u>	<u>Lbs/Lin.Ft.</u>
Up to 6'		4.85
2-7/8" O.D. pipe		5.79
Over 6' to 13'	4" O.D. Pipe	9.11
Over 13' to 18'	6-5/8" O.D. Pipe	18.97
Over 18'	8-5/8" O.D. Pipe	28.55

GATES

Gate frames shall be tubular shaped, 1.90" outside diameter with welded or steel fitted corners. Braces and trusses shall be furnished when necessary.

Primary and secondary construction entrances shall be a minimum of 20' wide sliding gates, seated on rollers or other mechanism. Frames shall securely hold and tension mangates, if supplied, which shall be restrained to open inward only. Gates to be equipped with galvanized steel hangers or hinges, brackets, and latches. A spare set of keys to all locks shall be supplied to City police and fire departments and the Commissioner for emergency.

CLEARING AND EXCAVATION

Cut all brush and vegetation at least 4 feet wide on line of fence. Grade the ground on line of fence to produce a smooth slope and eliminate sudden changes in grade.

Remove all structures, pavement or other objects subject to demolition, before installing fence; if the fence will interfere with the demolition.

POSTS

Spacing: Space posts equidistant measured on a horizontal line. On straight runs, space at 10 feet maximum; on 500-foot to 200-foot radius curves, 8 feet maximum; on curves less than 200-foot radius, 6 feet maximum.

Location: Locate terminal posts (end, corner, and gate) at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments. On long straight runs, brace posts in two directions every 500 feet to act as pull posts.

Setting: Plumb posts and set them mechanically into grade a minimum of 20' deep.

TOPRAIL

Support the top rail at each post to form a continuous brace from end to end of each stretch of fence. Securely fasten the top rail to the terminal posts and join with sleeves or couplings.

INSTALLING FABRIC

Place fabric on the outside of the area enclosed. Attach one end then apply tension to remove all slack and attach other end. Cut fabric by untwisting a picket, and attach each span independently at all terminal posts. Use stretcher bars with tension bands at maximum 15-inch intervals, or any other approved method of attachment. Install fabric 2 inches above ground level with a tolerance of plus or minus 3 inches at each post. Fasten fabric to line posts at intervals not to exceed 15 inches and to the top rail or bottom tension wire at intervals not to exceed 24 inches. Join rolls of fabric by weaving a single picket into the ends of the rolls to form a continuous mesh.

GATES

Install plumb with tops of posts level with each other. Adjust hinges and bracing, allowing gate to hang level and swing freely. Set socket for foot bolt in concrete, fitting plunger pin in socket.

FENCE MAINTENANCE

Contractor shall maintain the specified fence on the contract limit line. In the event of damage to the fence, Contractor shall repair it immediately and maintain site security at all times.

FENCE REMOVAL

- A. Upon completion of all demolition and recycling work, contractor shall remove all fencing along contract limit lines.
- B. Shared fencing on contract limit lines shall remain in place until completion of both adjoining projects.

SPECIAL SPECIFICATIONS FOR DEPRESSED LOTS

Specifications for installation of chain link fence, or equivalent, to be erected from the sidewalk where demolition occurs at depressed lot. Fence to be used in lieu of slope fill. Use of the fence to be specified on Request for Services, and usage to be allowed only at discretion of the Department of Buildings, and only where usage of fill is not feasible.

A. Material:

- 9 gauge galvanized mesh, new or equivalent
- 2-1/2" outside dimension end posts, new or equivalent
- 2" outside dimension line (intermediate) posts, new or equivalent
- 1-3/4" outside dimension top and bottom rails, new or equivalent
- 9 gauge ties

Required fittings for proper installation of above.

B. Method:

Posts are to be set at a depth of no less than 2' 9" below ground level and anchored in concrete to full depth. Posts are to be of sufficient length to extend from proper depth below grade to approximately 3' 7" above surface of existing sidewalk or extended sufficiently enough to insure proper installation of mesh and top and bottom rails. Posts will be properly capped. End and line posts will be evenly spaced at a distance of no greater than 10' 0" apart, center to center. Posts will be strapped or affixed to the existing sidewalk in an approved manner when necessary to insure required stability to fence. Fence shall be erected with top and bottom rails of 1-3/8" outside diameter and ties securing the mesh to the rails will be spaced at a distance of no greater than 2' from the bottom and 2' 6" from the top. Top and bottom rails will be secured with proper fittings to corner and intermediate posts.

In the event used materials are installed in lieu of new materials, the used materials are to be free of rust and in no way deformed. If slight rusting is evident, usage is permissible only if mesh and structural elements are painted with aluminum paint. Painting to be done in a workmanlike manner. In all cases, the mesh will be erected with the finished or smooth edge upward.

4.54. Topsoil

The work of this section consists of placing topsoil on a previously prepared grade.

DELIVERY, STORAGE, AND HANDLING

Use all on-site stockpiled topsoil before importing topsoil. Do not deliver or place topsoil in frozen, wet, or muddy condition.

ON-SITE TOPSOIL

Stripped and stockpiled as specified in the SITE EXCAVATION AND GRADING provision. Free from weeds, sod, clods and stones larger than 1 inch, toxic substances, litter, or other deleterious material.

IMPORTED TOPSOIL

A. Fertile, friable, loamy soil, containing 1 to 10 percent organic matter; reasonably free from subsoil, refuse, roots heavy or stiff clay, stones larger than 1 inch, coarse sand, noxious seeds, sticks, brush, litter, and other deleterious substances; suitable for the germination of seeds and the support of vegetative growth. The pH value shall be between 5.0 and 7.0.

B. Soil Texture: Sand, 20 to 70 percent; silt 10 to 60 percent; clay, 5 to 30 percent.

C. Additives: As determined by soil fertility tests.

PLACING TOPSOIL

Scarify compacted subgrade to a 2-inch depth to bond topsoil to subsoil. Place topsoil to a minimum depth of 4 inches. Spread evenly and grade to elevations and slopes shown. Hand rake areas inaccessible to machine grading.

4.55. Asbestos Removal And Encapsulation

A. Work Included -- all asbestos removal and encapsulation work as herein specified, including but not limited to the following:

1. Furnish all materials, labor services, tools and equipment necessary for the removal, encapsulation and legal disposal of asbestos - containing material from designated building (s) in accordance with the applicable regulations of Federal, State and Local Authorities.
 2. The decontamination of the existing suspended acoustical ceiling supports (grid system), ducts, piping, conduits, lighting fixtures and other appurtenances above the suspended ceilings or exposed, requiring HEPA vacuuming and fixative treatment.
 3. Air sampling, monitoring and analysis should also be performed at the contractor's expense during different phases of the operation with such data being made available to the City with indication as to the process methods used to perform tests.
- C. Related Work -- specified in the following Sections:
1. Detailed Specifications Section.

SUBMITTALS

- A. Contractor shall submit the following documentation:
1. Documentation of successful performance in asbestos removal. This shall include names and address of owner and locations where work has been performed.
 2. Documentation that arrangements for the transport and disposal of asbestos-containing or contaminated materials and supplies have been made. The name and location of the disposal site, a copy of handling procedures, and a list of protective equipment utilized for asbestos disposal at the landfill, prepared and signed by the landfill owner, shall be obtained and submitted to the Commissioner. Documentation indicating agreement by the landfill owner to the Contractor or sub-contractor allowing him to dump at this site, must be available.
 3. The Contractor shall furnish to the Commissioner proof that employees have been instructed on the dangers of exposure to asbestos, on proper use of respirators and the latest OSHA regulations, by acquiring signatures on inquiring statements to that effect.
 4. Notification to respective government agencies, where required of an asbestos removal project, shall be the contractor's sole responsibility. Copies of notification shall be forwarded to the Commissioner.
 5. Notice - Notify both the State and Regional EPA Offices by completing the Ten Day Notice Form of the planned asbestos abatement project at least ten days prior to commencement of work if there more than 260 L.F. on pipes and ducts, or 160 S.F. on ceilings insulation etc. A copy of the completed form shall be submitted at the same time and sent to the EPA offices. If the amount of friable asbestos is less than 260 L.F. or 160 S.F., 20 days notice is required.
 6. Employee Protection Program - A copy of the Employee Protection program (including brand and model of respirators) developed for us on this project shall be submitted. No abatement work shall be performed without an approved Employee Protection Program.
 7. Air Monitoring Program - Submit information pertaining to proposed Air Monitoring Program for this project.
 8. This program shall include the name(s) of the air monitoring technician(s) appointed and his (their) qualifications, type of equipment and materials proposed, and the testing laboratory proposed. No abatement work shall be performed without an approved Air Monitoring Program.
 9. Abatement Plans - Submit Abatement Plans for approval. These plans shall include: drawings of the decontamination facilities and their locations; work area isolation plan with layout of engineering controls (e.g., HEPA filters, etc.); routing plan for removal of contaminated material from

the building; and a listing of all tools, equipment and supplies proposed for use in the abatement program. No abatement work shall be performed without approval of the Abatement Plans.

10. Submit a Progress Schedule - Develop a time-Progress schedule in the form of a bar chart. No abatement work shall be performed without and approved Progress Schedule.

11. Employee Qualification Form - Complete and submit an Employee Qualification Form for each employee who works on this project. This form must document that the employee has attended the Employee Training Program. No employee shall be permitted to operate on this project unless a properly documented Qualification Form has been submitted for the employee.

12. Asbestos Disposal Form - Complete and submit an Asbestos Disposal Form for each disposal of asbestos-containing material.

B. Provide Shop Drawings -- layout and construction of "Worker and Equipment Decontamination System".

C. Guarantees -- (Asbestos Encapsulation):

1. Contractor shall guarantee all work herein specified to be free from defects in materials and workmanship for a period of two (2) years after completion and final acceptance of the work. Defects due to faulty materials and workmanship developed during the guarantee period shall be satisfactorily repaired or replaced by the Contractor at no additional cost to the City.

D. Warranty

1. In addition, the encapsulation shall be performed by an applicator authorized by the manufacturer of the approved materials. Applicator shall furnish to the Owner a two (2) year warranty for labor and materials furnished by the manufacturer. Warranty shall be fully paid for by the Contractor.

2. Warranty shall also include the following: During the first year, at six (6) months and at twelve (12) months after completion, air samples shall be taken within the areas where control work has been done and a certified laboratory analysis obtained. Air samples shall again be taken twelve (12) months later, twenty-four months after completion, and a certified laboratory analysis obtained.

3. In the event certified laboratory analysis show that a sample contains fibers in excess of OSHA Safety Standards, necessary remedial corrective measures shall be taken. When work has been completed, air samples shall again be taken and a certified laboratory analysis obtained. All corrective work shall be done at no additional cost to the City.

E. Certification

1. Approved applicator for asbestos encapsulation shall have a minimum experience of five (5) years. Submit a letter from the manufacturer certifying approved applicator.

F. Insurance

1. Contractor shall submit to the Commissioner an original Certificate documenting that the contractor carries liability insurance, in an amount stated herein for work performed pursuant to the State of Illinois Asbestos Abatement Act and the rules promulgated thereunder.

SPECIAL REQUIREMENTS:

A. Reference Standards -- The work is subject to requirements of applicable sections of the following:

1. Occupational Safety and Health Standards - 29CFR 1910.1001 and 29 CFR 1910.134.
2. US-EPA Regulations for Asbestos-Federal Regulations 40 CFR 61 Subparts A and M.

3. State of Illinois - Asbestos Abatement Act and Rules and Regulations, Illinois
 4. U.S. Department of Health, Education and Welfare - NIOSH Specifications (Criteria for a Recommended Standard - Occupational Exposure to Asbestos)
 5. The Contractor shall have available at the job site at all times a copy of the OSHA Regulations 29 CFR 1910.1001 and US-EPA 40 CFR Part 61, subparts A and M.
- B. Qualifications: The Contractor shall have a minimum of five (5) years experience, and shall provide documentation of prior experience covering projects of similar size and scope of work as herein defined concerning asbestos removal and asbestos encapsulation.
- C. Delivery, Storage and Handling:
1. Packaged materials shall be delivered to the project in their original, sealed containers bearing manufacturer's name and material identification. Materials shall be stored in strict accordance with the manufacturer's printed directions.
 2. Containers that have broken seals will not be accepted or used. Seals are not to be broken until inspected by the Commissioner or his designee.
 3. All unsatisfactory materials shall be removed from the premise, and all damaged material replaced with new materials, at the contractor's expense.

APPROVED MANUFACTURERS:

A. Asbestos Removal

1. Certification
 - a. US-EPA test results by Battelle Columbus Laboratories to determine proof of penetration.
 - b. Electron microscope photos of treated fibers showing complete encapsulation of minimum 5 micron asbestos fibers.
2. Materials:
 - a. Battelle Columbus Listing; formulated to be compatible with material to be penetrated, as manufactured by:
3. Arpin Products Company - "Asbestite #1000".
4. American Asbestos Control Company - "Metro-Shield".
5. California Products Corporation - "S-B-Asbestos Binding Compound".
6. Or approved equal.

B. Asbestos Encapsulation

1. Certification
 - a. US-EPA test results by Battelle Columbus Laboratories to determine proof of cured penetration of over one (1) inch.
 - b. Minimum Class A fire rating, ASTM E162 flame spread 2 or less.
 - c. Electron microscope photos of treated fibers showing complete encapsulation of minimum 5 micron asbestos fibers.
2. Materials

- a. Battelle Columbus Listing; formulated to provide full penetration and to retain fireproofing rating, and to be compatible with material to be penetrated and sealed, as manufactured by:
 1. Arpin Products Company - "Asbestite #3000".
 2. American Asbestos Control Company - "Metro-Shield".
 3. California Products Corporation - "A-B-C Asbestos Binding Compound".
 4. Or approved equal.
- C. Plastic Sheet:
 1. Wall Barriers: - 4 mil thickness.
 2. Floor Barriers (Over Concrete): - 2 layers of 6 mil thickness each.
 3. Floor Barriers (Over Wood): - 3 layers of 6 mil thickness each.
 4. All others: - 4 mil thickness.
- D. Plastic Bags: - Plastic Bags shall be 6 mil polyethylene.
- E. Tape: - Tape shall be capable of sealing joints of adjacent sheets of plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water.
- F. Disposal Containers: - Disposal shall be suitable to receive and retain any asbestos containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with OSHA, EPA and other applicable government regulations. Containers shall be both air and watertight.
- G. Warning Labels and Signs: - Warning labels and signs shall be posted as required by OSHA, EPA and other applicable government regulations.
- H. Surfactant (Wetting Agent): - Surfactant shall consist of 50% polyoxyethylene ether and 50% polyethylene ester, or equivalent, and shall be mixed with water at a concentration of one ounce surfactant to 5 gallons of water (or as recommended by the manufacturer in the case of an equivalent) to produce amended water.
- I. Other Materials: - Provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area.

TOOLS AND EQUIPMENT

- A. Water sprayer - shall be an airless or other low pressure sprayer for amended water application.
- B. Airless Sprayer Equipment - shall consist of high efficiency particulate aerosol (HEPA) filtration systems and electronic precipitators.
- C. Airless Sprayer - An airless or other low pressure sprayer, suitable for application of encapsulating material, shall be used.
- D. Vacuum Equipment - All vacuum equipment utilized in the work area shall be high efficiency particulate aerosol (HEPA) equipment.
- E. Scaffolding - Scaffolding, as required, to accomplish the specified work, shall meet all applicable safety regulations.
- F. Transportation Equipment - Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property.

G. Other Tools & Equipment - Provide tools for stripping, removal, encapsulation and disposal activities including but not limited to handheld scrapers, wire scrapers, sponges, round edge shovels, brooms and carts.

EXAMINATION AND INSPECTION OF SITE

The Contractor shall be held to have visited the site and satisfied himself as to the existing conditions under which he will be obliged to operate in performing the work; or that will in any manner affect the work under this contract. No allowance will be made subsequently in this connection for any error or negligence of the Contractor.

Before starting asbestos encapsulation work, contractor shall carefully examine substrate surfaces to determine that they are free of conditions which might be detrimental to proper and timely completion of the work. Start of work shall indicate acceptance of the substrate.

SCHEDULE

- A. No removal work or encapsulation work shall begin until a time schedule has been prepared and approved by the Commissioner.
- B. When so approved by the Commissioner certain preparatory work, removal of plastic sheeting and final clean-up may be done during normal working hours. The affected area (s) shall be ready for occupancy, free from odor, debris, construction materials and equipment.

AMBIENT AIR MEASUREMENT SURVEY

- A. Ambient air measurement survey has been made and subsequent findings are available at the Commissioner's office.

GENERAL

- A. Protection for employees, Inspectors or Other Personnel:
 - 1. Dress and equipment for asbestos removal shall be provided by the Contractor.
 - a. Contractor shall provide employees with NIOSH-approved respiratory protective equipment suitable for use in asbestos containing atmospheres. Filters shall be changed as necessary.
 - b. Contractor shall establish a respiratory protection program which meets the requirements of the OSHA Respiratory Protection Standard (1910.134).
 - c. Employees shall be trained in the proper use of respirators, including the limitations of this equipment. They shall have an opportunity to handle the respirator, have it fitted properly, test the face to face piece seal, wear it in normal air for a period of time, and finally have a fit test performed. Employees should also be able to inspect the respirator for worn or deteriorated parts.
 - d. Respirators shall be assigned to workers for their exclusive use.
 - e. Contractor shall provide regular cleaning and disinfecting of respirators, at least after each day's use.
 - f. Respirators shall be stored in a clean and sanitary location.
 - g. Contractor will provide disposable whole body clothing, including coveralls, head coverings and gloves.
 - 2. Contractor will provide at his own expense, medical examinations which comply with the provisions of the OSHA asbestos standard to all employees exposed to asbestos. Such examinations shall include, at a minimum, a chest x-ray, pulmonary function testing, and a history to elicit symptoms

of respiratory disease. In addition, the physician shall determine the ability of all employees, who are assigned to wear respirators, to use such equipment.

3. Medical examinations will not be required if the employee has been examined according to these specifications within the preceding year.
4. Contractor will provide the Commissioner with documentation that medical examinations have been provided to all employees assigned to the asbestos removal project.
5. Employees with facial hair that interferes with the face-to-face piece seal of a respirator shall not be permitted to participate in the asbestos removal project.

B. Worker Decontamination Facility and Practices

1. The Contractor shall provide or construct an appropriate worker decontamination facility at the site in compliance with State of Illinois - Asbestos Abatement Act and Rule, Chapter I, 855,140, 855,150 and 855.160, Subchapter P.
2. Contractor shall be solely responsible for maintenance of isolation/decontamination area and for disposal or protection of equipment used in the work, asbestos wastes including water, as well as for decontamination procedures for any occupants, workers, equipment or related items leaving the isolation area, contaminated area or the building. Maintenance of decontamination enclosure systems and workplace barriers shall be in compliance with State of Illinois - Asbestos Abatement Act and Rule, Chapter I, 855-170 Subchapter P.
3. The clean room shall contain lockers for the storage of clean clothing.
4. Each day, prior to beginning work, all employees, without exception, shall remove street clothes and store same in the clean room, dress in clean disposable clothing and on their respirator. Workers may then proceed to the work area.
5. Prior to leaving the work area at the end of the day, or for lunch, employees shall remove all disposable clothing and place it in a designated receptacle. The respirator should not be removed while in the work area.
6. While wearing the respirator, workers shall proceed to the shower and wet their entire body before removing the respirator. Upon removal, the filters will be discarded into a designated receptacle, and the employee will then finish his shower.
7. Workers shall not eat, drink, smoke or chew tobacco or gum while in the work area.
8. No individual shall be permitted access to the work area who does not adhere strictly to the above work and hygiene practices.
9. Exception: Aid for a seriously injured worker must not be delayed for reasons of decontamination.
10. Adequate toilet facilities should exist in the work area to avoid decontamination for this purpose. Where such facilities do not exist, the Contractor shall provide portable service.

PREPARATION-PROTECTION

A. Coordination

1. Contractor shall schedule work and operations so as to cause minimal disruption or interruption of other trades.

B. Preparation of Work Area

1. Shutdown and isolate heating, cooling, ventilating systems as applicable to prevent contamination and fiber dispersal to other areas of the structure. Shutdown of these systems shall be

performed by workmen skilled in the respective applicable trade or trades and shall be done in the presence of the Commissioner or his authorized representative.

2. Preclean any remaining movable objects and carpeting within the work areas using HEPA (High Efficiency Particulate Absolute) filtered vacuum equipment and/or wet cleaning methods as appropriate, and remove such objects from work area to a temporary location in the building as directed by the Commissioner.

3. Preclean fixed objects within the work areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with plastic (polyethylene 4 mil) sheeting and duct tape.

4. Clean work areas using HEPA filtered vacuum or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.

C. Protection of Property

1. Enclosing the Work Area: Contractor shall use all means necessary to prevent the spread of asbestos fibers or dust during the performance of this work, to other parts of the building and to the outside. Contractor shall thoroughly seal all openings and fixtures including, but not limited to, HVAC ducts, skylights doors windows or other openings that might reasonably permit the emission of visible particulate, with 6 mil polyethylene and duct tape. The enclosures shall remain in place until all asbestos-containing materials have been removed from the building and the work areas decontaminated. The building's HVAC system must not be operated during the removal process.

2. Prior to beginning the removal work, all movable items in the work area must be cleaned, removed and stored in a clean location.

3. Cover floor and wall surfaces with plastic sheeting sealed with tape. Use a minimum of two layers of 6-mil plastic on floors and walls. Cover floors first so that plastic extends at least 12 inches up on walls, then cover walls with plastic sheeting to the floor level, thus overlapping the floor material by a minimum of 12 inches. The plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least 6 feet. In hallways where asbestos materials are adjacent to lockers, sheeting shall extend to the top of the lockers.

4. Remove and clean ceiling-mounted objects such as lights fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed off, that interfere with asbestos material removal. Use localized water spraying or HEPA filtered vacuum equipment during fixture removal to reduce fiber dispersal.

5. Maintain emergency and fire exits from the work areas or establish alternative exits in accordance with the local building code and as approved by Commissioner.

D. Protection of Surfaces, Equipment, etc.:

1. Use all means necessary to protect existing equipment, ceilings, fixtures, appurtenances and walls where this work occurs. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Commissioner, at no additional cost to the Owner.

2. All floors shall be protected from abrasion or damage by Contractor's operations, equipment, scaffolding, water damage, asbestos fallout and any other potential damaging material, item or operation. Contractor shall use plywood, polyethylene film, drop cloths or other devices which are disposable and approved by the Commissioner.

E. Protection for General Public:

The work area shall be secured from the general public and City personnel. Contractor shall post appropriate warning signs, barricades and controls to prevent access by unauthorized persons. Area will be closed for contractor's operations and Contractor shall coordinate all security measures with the Commissioner.

F. Negative Pressure System:

1. The Contractor shall use a HEPA (High Efficiency Particulate Absolute) air filtration system to maintain a negative air pressure in the work area and collect airborne fiber present during the time necessary to complete the removal work.
2. The negative pressure system shall operate continuously, 24 hours a day, from the start of the abatement work through the clearance air monitoring.
3. Negative air pressure equipment shall be in compliance with AnSI z9-2 (1979), local exhaust ventilation.
4. Negative air pressure systems shall be operated in accordance with "Specifications and operating procedures for the use of negative pressure systems for asbestos abatement," guidance for controlling friable asbestos containing materials in Buildings EPA report number 560/5-85-024 (1985).

A. Removal of Asbestos:

1. The asbestos material shall be sprayed with water containing an approved additive to enhance penetration. A fine spray of this solution must be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos shall be sufficiently saturated to prevent emission of airborne fibers in excess of the exposure limit prescribed in the OSHA Standards. Additional spot spraying shall be applied to uncovered areas unaffected by initial spraying application.
2. Wet removal of asbestos material shall be done in small sections with two person teams on staging platforms, if needed. The material shall be packed into labeled 6 mil plastic bags held within drums prior to starting the next section to prevent the material from drying.
3. Asbestos waste shall not be permitted to dry or accumulate in the work area.
4. Removal and disposal of asbestos shall be in compliance with State of Illinois - Asbestos Abatement Act and Rule, Chapter I, 855-190 and 855.240, Subchapter P.

B. Vacuum Removal

1. The Contractor may have the option of removing asbestos waste by using an approved vacuum removal system. Vacuum removal system shall include an EPA approved HEPA (high efficiency particulate absolute) air filtration system with specially designed suction nozzle attachments to remove and discharge asbestos waste by suction into large capacity vacuum truck tanks designed and licensed to contain and haul hazardous waste. Contractor must be able to provide licenses required to haul hazardous waste, and show truck certification for the truck (s) to be used to haul hazardous waste.
2. Vacuum removal system shall conform and comply with all EPA regulations and approved for use and operation by the regional EPA office and other regulatory agencies having jurisdiction.
3. Contractor shall submit to the Commissioner a layout locating area(s) where removal work is to be done and showing distance and route from work area to vacuum truck tanks, including stations where air monitoring equipment will be set up. Contractor shall review with the Commissioner type of removal equipment to be used and procedures of operations to be followed.

C. Encapsulation

1. Application shall be performed in strict accordance with OSHA Standards and US-EPA Regulations and manufacturer's printed instructions when applying any asbestos encapsulating

product. Copies of such instructions shall be submitted to the Commissioner for review, and shall be reference become a part of these specifications.

2. In areas where the asbestos containing material is badly damaged, or the cohesive strength is such that it will not support the added weight of encapsulating, such material shall be removed.
3. Damaged and missing areas of existing materials shall be repaired with nonasbestos-Containing substitutes. The material shall adhere to existing surfaces and provide a base for application of encapsulating agents.
4. Loose or hanging asbestos-containing materials shall be removed in accordance with the requirements set forth under "Removal of Asbestos".
5. The contractor shall field test encapsulant prior to use by applying each to a small area to determine suitability for the material to be encapsulated.
6. Bridging encapsulant.
 - a. Bridging encapsulant shall be applied to provide the manufacturer's specified number of inches or minimum dry film thickness over sprayed asbestos surfaces.
 - b. When using a bridging encapsulant, a different color for each coat shall be used.
7. Penetrating encapsulant.
 - a. Penetrating encapsulant shall be applied to penetrate existing asbestos materials to the substrate.
 - b. During treatment with a penetrating encapsulant, the Contractor shall remove selected random core samples of the asbestos-containing materials in the presence of the Commissioner or his Authorized Representative to check the depth of penetration.
8. Encapsulant shall be applied using airless spray equipment.
9. Encapsulated asbestos-containing materials shall be designated (e.g. labels, signs or color codes) in order to warn building maintenance personnel in the event that encapsulated materials must be disturbed.

D. Demolition with RACM Intact

1. The Contractor will thoroughly and adequately wet all accessible asbestos immediately prior to demolition, using airless or low-pressure water sprayer.
2. Contractor will wet all building structures immediately prior to demolition, in a manner adequate to prevent dust and asbestos air emissions during and after demolition.
3. Contractor will thoroughly wet or by some other means of control, prevent demolition debris from becoming airborne or scattered prior to disposal.

E. Signs and Labels:

1. Caution signs shall be posted at all entrances to the work areas. Signs shall comply with the requirement of the OSHA Asbestos Standard. Vertical format 20" x 14" signs shall display the following legend.

PATENTS AND LICENSES

The Contractor shall pay all patent royalties and license fees for all materials and processes covered by patents which are used or incorporated in the work, whether same are specified or not.

4.56. Reference Standards

References to nationally known standards and specifications shall mean and intend the latest edition or revision of such specifications adopted or published as of the date of performance of the Work. References to such standard are made in accordance with the following abbreviations:

The following abbreviations, which may be used in the construction specifications, refer to the organizations and specifications of the organizations listed below:

AA Aluminum Association

900 19th Street, N.W.

Washington, D.C. 20006

AABC Associated Air Balance Council

1518 K Street N.W., Suite 503

Washington, D.C. 20005

AAMA American Architectural Manufacturers Association

Technical Information Center

2700 River Road

Des Plaines, Illinois 60018

AAN American Association of Nurserymen

1250 I Street, N.W., Suite 500

Washington, D.C. 20005

AASHTO American Association of State Highway and

Transportation Officials

4 North Capitol Street, Suite 225

Washington, D.C. 20001

ABMA American Boiler Manufacturers Association

Suite 160, 950 N. Glebe Road

Arlington, Virginia 22203

ACI American Concrete Institute

Box 19150 Redford Station

Detroit, Michigan 48219-0150

ACPA American Concrete Pipe Association
8320 Old Courthouse
Road Vienna, Virginia 22180

ADC Air Diffusion Council
230 N. Michigan Avenue, Suite 1200
Chicago, Illinois 60601

AGA American Gas Association
1515 Wilson Boulevard
Arlington, Virginia 22209

AHA American Hardboard Association
520 N. Hicks Road
Palatine, Illinois 60067

AHAM Association of Home Appliance Manufacturers
20 N. Wacker Drive
Chicago, Illinois 60606

AI Asphalt Institute
Asphalt Institute Building
College Park, Maryland 20740

AISC American Institute of Steel Construction, Inc.
400 N. Michigan Avenue, 8th Floor, Wrigley Building
Chicago, Illinois 60611-4185

AS American Iron and Steel Institute
1000 16th Street, N.W.
Washington, D.C. 20036-5761

AITC American Institute of Timber Construction
333 W. Hampden Avenue

Englewood, Colorado 80110

ALSC American Lumber Standards Committee
P.O. Box 210
Germantown, Maryland 20874

AMCA Air Movement and Control Association
30 W. University Drive
Arlington Heights, Illinois 60004-1893

ANSI American National Standards Institute
1430 Broadway
New York, New York 10018

APA American Plywood Association
P. O. Box 11700 Tacoma,
Washington 98411

APA American Parquet Association
1650 Union National Plaza
Little Rock, Arkansas 72201

ARI Air-Conditioning and Refrigeration Institute
1501 Wilson Blvd., Suite 600
Arlington, Virginia 22209

ARMA Asphalt Roofing Manufacturers Association
6288 Montrose Road
Rockville, Maryland 20852

ASC Adhesive and Sealant Council
1500 Wilson Boulevard, Suite 515
Arlington, Virginia 22209

ASHRAE American Society of Heating, Refrigerating and

Air-Conditioning Engineers

1791 Tullie Circle, N.E.

Atlanta, Georgia 30329

ASLA American Society of Landscape Architects

1733 Connecticut Avenue, N.W.

Washington, D.C. 20009

ASME American Society of Mechanical Engineers

345 East 47th Street

New York, New York 10017

ASPE American Society of Plumbing Engineers

3617 Thousand Oaks Boulevard, Suite 210

Westlake, California 91362

ASTM American Society for Testing and Materials

1916 Race Street

Philadelphia, Pennsylvania 19103

AWI Architectural Woodwork Institute

2310 S. Wafer Reed Drive

Arlington, Virginia 22206-1199

AWPA American Wood-Preservers* Association

P.O. Box 849

Stevensville, Maryland 21666

AWPB American Wood Preservers Bureau

7962 Cone Court

Laton, Virginia 22079

AWPI American Wood Preservers Institute

1945 Old Gallows Road, Suite 405

Vienna, Virginia 22180

AWS American Welding Society, Inc.
550 N.W. LeJeune Road,
P. O. Box 351040
Miami, Florida 33135

AWWA American Water Works Association
6666 W. Quincy Avenue
Denver, Colorado 80235

BHMA Builders Hardware Manufacturers Association, Inc.
60 East 42nd Street, Room 511
New York, New York 10165

BIA Brick Institute of America
11490 Commerce Park Drive, Suite 300
Reston, Virginia 22091

BOCA Building Officials Code Administrators
4051 W. Flossmoor Road
Country Club Hills, Illinois 60477-5795

CBM Certified Ballast Manufacturers
722 Hanna Building, 1422 Euclid Avenue
Cleveland, Ohio 44115-2094

CCMA Colorado Concrete Masonry Association
2696 S. Colorado Boulevard, Suite 530
Denver, Colorado 80222

CDA Copper Development Association
Box 1840 Greenwich Office Park 2
Greenwich, Connecticut 06836-1840

CE Corps of Engineers (Chief of Engineers - Referral,
U.S. Department of the Army)
Washington, D.C. 20314

CISPI Cast Iron Soil Pipe Institute
1499 Chain Bridge Road, Suite 203
McLean, Virginia 22101

CLFMI Chain Link Fence Manufacturers Institute
1101 Connecticut Avenue, N.W., Suite 700
Washington, D.C. 20036

CPA California Redwood Association
591 Redwood Highway, Suite 3100
Mill Valley, California 94941

CRI Carpet and Rug Institute
Box 2048
Dalton, Georgia 30722

CRSI Concrete Reinforcing Steel Institute
933 N. Plum Grove Road
Schaumburg, Illinois 60195

CS Commercial Standard of NIST (U.S. Department of
Commerce)
Government Printing Office
Washington, D.C. 20402

CTI Ceramic Tile Institute
700 N. Virgil Avenue
Los Angeles, California 90029

DHI Door and Hardware Institute
7711 Old Springhouse Road

McLean, Virginia 22102-3474

EPA Environmental Protection Agency
401 M Street, S.W.
Washington, D. C. 20460

FGMA Flat Glass Marketing Association
White Lakes Professional Building, 3310 Harrison
Topeka, Kansas 66611-2279

FHA Federal Housing Administration (U.S. Department of
Housing and Urban Development)
451 7th Street, S.W.
Washington, D.C. 20201

FHVA Fine Hardwood Veneer Association
5603 W. Raymond Street, Suite 0
Indianapolis, Indiana 46241

FM Factory Mutual Engineering Corporation
1151 Boston-Providence Turnpike, P. O. Box 9102
Norwood, Massachusetts 02062

FS Federal Specifications (General Services
Administration), Specifications Unit (WFSIS)
7th and D Streets, S.W.
Washington, D.C. 20406

GA Gypsum Association
1603 Orrington Avenue, Suite 1210
Evanston, Illinois 60201

HI Hydronics Institute
35 Russo Place, P. O. Box 218
Berkeley Heights, New Jersey 07922

HMA Hardwood Manufacturers Association (Formerly
Southern Hardwood Lumber Manufacturers Association)
805 Sterick Building
Memphis, Tennessee 38103

HPMA Hardwood Plywood Manufacturers Association
P. O. Box 2789
Reston, Virginia 22090

IA Irrigation Association
1911 N. Fort Myer Drive, Suite 1009
Arlington, Virginia 22209

ICBO International Conference of Building Officials
5360 S. Workman Mill Road
Whittier, California 90601

ICEA Insulated Cable Engineers Association, Inc.
P. O. Box P
South Yarmouth, Massachusetts 02664

IEEE The Institute of Electrical and Electronics Engineers
345 East 47th Street
New York, New York 10017

IES Illuminating Engineering Society of North America
345 East 47th Street
New York, New York 10017

IGCC Insulating Glass Certification Council
Route 11, Industrial Park
Cortland, New York 13045

III Indiana Limestone Institute of America

Suite 400, Stone City Bank Building
Bedford, Indiana 47421

LA Lead Industries Association, Inc.
292 Madison Avenue
New York, New York 10017

LPI Lightning Protection Institute
48 N. Ayer Street, P. O. Box
406 Harvard, Illinois 60033

MBMA Metal Building Manufacturers Association
1230 Keith Building
Cleveland, Ohio 44115

MFMA Maple Flooring Manufacturers Association, Inc.
60 Revere Drive, Suite 500
Northbrook, Illinois 60062

MA Marble Institute of America
33505 State Street
Farmington, Michigan 48204

MIMA Mineral Insulation Manufacturers Association
1420 King Street
Alexandria, Virginia 22314

MLSFA Metal Lath/Steel Framing Association - A Division
of NAAMM
600 S. Federal, Suite 400
Chicago, IL 60605

MS Military Standardization Documents (U.S. Department of
Defense)
Naval Publications and Forms Center, 5801 Tabor Ave.

Philadelphia, Pennsylvania 19120

MSHA Mine Safety and Health Administration

Room 601, 4015 Wilson Blvd.

Arlington, Virginia 22203

MSS Manufacturers Standardization Society of the Valve and

Fittings Industry

127 Park Street, N.E.

Vienna, Virginia 22180

NAAMM The National Association of Architectural Metal

Manufacturers

600 S. Federal, Suite 400

Chicago, Illinois 60605

NACE National Association of Corrosion Engineers

P. O. Box 218340

Houston, Texas 77218-8340

NAPCA National Association of Pipe Coating Applicators

8th Floor, Commercial National Bank Building

333 Texas Street

Shreveport, Louisiana 71101-3673

NCMA National Concrete Masonry Association

P. O. Box 781

Herndon, Virginia 22070

NCPI National Clay Pipe Institute

201 N. Fairtax Street

Alexandria, Virginia 22314

NEC National Electrical Code (by NFPA)

NELMA Northeastern Lumber Manufacturers* Association

P.O. Box 87A

Cumberland Center, Maine 04021-0687

NEII National Elevator Industry, Inc.

630 Third Avenue

New York, New York 10017-6709

NEMA National Electrical Manufacturers Association

2101 L Street, N.W., Suite 300

Washington, D.C. 20037

NFPA National Fire Protection Association

Batterymarch Park

Quincy, Massachusetts 02269

NFPA National Forest Products Association

1250 Connecticut Avenue, N.W.

Washington, D.C. 20036

NHLA National Hardwood Lumber Association

P.O. Box 34518

Memphis, Tennessee 30184-0518

NHPMA Northern Hardwood and Pine Manufacturers Association, Inc.,

8600 W. Bryn Mawr Avenue, Suite 720-South

Chicago, Illinois 60631

NIOSH National Institute for Occupational Safety and Health

1600 Clifton Road, N.E., NIOSH Building 1, Room 3007

Atlanta, Georgia 30333

NIST National Institute of Standards and Technology

(U.S. Department of Commerce)

Gaithersburg Maryland 20234

NKCA National Kitchen Cabinet Association
P. O. Box 6830
Falls Church, Virginia 22046

NOFMA National Oak Flooring Manufacturers Association
810 Sterick Building, P. O. Box 3009
Memphis, Tennessee 38108

NPA National Particleboard Association
18928 Premiere Court
Gaithersburg, Maryland 20879

NPCA National Paint and Coatings Association
1500 Rhode Island Avenue, N.W.
Washington, D.C. 20005

NRCA National Roofing Contractors Association
8600 Bryn Mawr Avenue
Chicago, Illinois 60631

NSF National Sanitation Foundation
3475 Plymouth Road, P. O. Box 1468
Ann Arbor, Michigan 48106

NTMA The National Tenazzo and Mosaic Association
3166 Des Plaines Avenue
Des Plaines, Illinois 60018

NWWDA National Wood Window and Door Association
1400 East Touhy Avenue
Des Plaines, Illinois 60018

OSHA Occupational Safety and Health Administration
(U.S. Department of Labor)

Government Printing Office
Washington, D.C. 20402

PCA Portland Cement Association
5420 Old Orchard Road
Skokie, Illinois 60077-4321

PCI Prestressed Concrete Institute
175 W. Jackson Boulevard
Chicago, Illinois 60604

PDI Plumbing and Drainage Institute
5342 Boulevard Place
Indianapolis, Indiana 46208

PEI Porcelain Enamel Institute, Inc.
1111 N. 19th Street
Arlington, Virginia 22209

PI Perlite Institute, Inc.
6268 Jericho Turnpike
Commack, New York 11725

PS Product Standard of NBS (U.S. Department of Commerce)
Government Printing Office
Washington, D.C. 20402

RCSHSB Red Cedar Shingle and Handsplit Shake Bureau
515 116th Avenue, Suite 275
Bellevue, Washington 98004

RFCI Resilient Floor Covering Institute
966 Hungerford Drive, Suite 12-B
Rockville, Maryland 20850

RIS Redwood Inspection Service (Grading Rules)
591 Redwood Highway, Suite 3100
Mill Valley, California 94941

SCMA Southern Cypress Manufacturers Association
P. O. Box 5816
Jacksonville, Florida 32207

SDI Steel Deck Institute
P. O. Box 9506
Canton, Ohio 44711

SDI Steel Door Institute
712 Lakewood Center North, 14600 Detroit Avenue
Cleveland, Ohio 44107

SFPA Southern Forest Products Association
P.O. Box 52468
New Orleans, Louisiana 70152

SGCC Safety Glazing Certification Council
c/o ETL Testing Labs, Inc
Industrial Park, Route 11
Cortland, New York 13045

SIGMA Sealed Insulating Glass Manufacturers Association
111 E. Wacker Drive
Chicago, Illinois 60601

SJI Steel Joist Institute
Suite A, 1205 48th Avenue North
Myrtle Beach, South Carolina 29577

SMACNA Sheet Metal and Air-Conditioning Contractors* National
Association

P. O. Box 70
Merrifield, Virginia 22116

SPIB Southern Pine Inspection Bureau (Grading Rules)
4709 Scenic Highway
Pensacola, Florida 32504-9094

SSPC Steel Structures Painting Council
4400 Fifth Avenue
Pittsburgh, Pennsylvania 15213

SWI Steel Window Institute
1230 Keith Building
Cleveland, Ohio 44115

TCA Tile Council of America
P.O. Box 326
Princeton, New Jersey 08542

TIMA Thermal Insulation Manufacturers Association
7KirbyPlaza
Mount Kisco, New York 10549

TPI Truss Plate Institute
583 D*onofrio Drive, Suite 200
Madison, Wisconsin 53719

UBC Uniform Building Code (by ICBO)

UL Underwriters Laboratories
333 Pfingsten Road
Northbrook, Illinois 60062

WCLIB West Coast Lumber Inspection Bureau (Grading
Rules) P.O. Box 23145

Portland, Oregon 97223

WC Woodwork Institute of California

1833 Broadway, P. O. Box 11428

Fresno, California 93773

WMMP Wood Moulding and Millwork Producers Association

P.O. Box 25278

Portland, Oregon 97225

WRI Wire Reinforcement Institute, Inc.

8361 A Greensboro Drive

McLean, Virginia 22102

WSFI Wood and Synthetic Flooring Institute

4415 W. Harrison Street, Suite 242C

Hillside, Illinois 60162

WWPA Western Wood Products Association (Grading Rules)

Yeon Building, 522 S.W. 5th Avenue

Portland, Oregon 97204-2122

WWPA Woven Wire Products Association

2515 N. Nordica Avenue

Chicago, Illinois 60635



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284

Fax: 312-744-3281

MBE & WBE SPECIAL CONDITIONS FOR CONSTRUCTION/DEMOLITION CONTRACTS

ARTICLE 5. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR CONSTRUCTION

5.1. 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.

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: [15.0]%

WBE Contract Specific Goal: [4.0]%

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.

Contract Specific Goals and Contract Modifications

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

5.2. 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 Section 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 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 performed 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.

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

"Minority 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. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"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. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

5.3. 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:

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.

5.4. Counting MBE and 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.

5.5. 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.

5.6. 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.

5.7. 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.

5.8. 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.

5.9. 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.

5.10. 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.

5.11. 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 related to bidder or contractor and subcontractor obligations.

Attachment A –Assist Agency List



CITY OF CHICAGO ASSIST AGENCY LIST

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

<p>American Brotherhood of Contractors 935 West 175th Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: arba@constructive-business.com</p> <p>Asian American Business Expo 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org</p> <p>Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: kfernica@aaichicago.org Web: www.aaichicago.org</p> <p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: nakmancorp@aol.com</p> <p>Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Email: bcunewera@att.net Web: www.blackcontractorsunited.com</p> <p>Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: ccarey@cosmococ.org Web: www.cosmochamber.org</p> <p>Eighteenth Street Development Corporation 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 asoto@eighteenthstreet.org www.eighteenthstreet.org</p>	<p>Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: melkelcba@sbcglobal.net Web: www.cbaworks.org</p> <p>Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: info@glchamber.org Web: www.glchamber.org</p> <p>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@chicagomsdc.org Web: www.chicagomsdc.org</p> <p>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</p> <p>Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Email: cwitinfo@cwit2.org Web: www.chicagowomenintrades.org</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (312) 243-5149 Email: johnrev.hatchett@comcast.net</p>
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Rev. 8/2013

City of Chicago Department of Procurement Services ~ Assist Agencies (cont'd)

<p>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</p> <p>Hispanic American Construction Industry Association (HACIA) 650 West Lake Street Chicago, IL 60661 Phone: (312) 666-9910 Fax: (312) 666-5692 Email: info@haciaworks.org Web: www.haciaworks.org</p> <p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Email: oduque@ihccbbusiness.net Web: www.ihccbbusiness.net</p> <p>Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Email: d.lorenzopadron@latinamericanchamberofcommerce.com Web: www.latinamericanchamberofcommerce.com</p> <p>National Organization of Minority Engineers 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Email: shandy@infrastructure-eng.com Web: www.nomeonline.org</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 Email: info@nawbochicago.org 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 Email: bevans@rainbowpush.org Web: www.rainbowpush.org</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955- 9508 Email: sshorechamber@sbcglobal.net Web: www.southshorechamberinc.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Email: aprilcobra@hotmail.com Web: www.suburbanblackcontractors.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 Email: mkm@mkmnservices.com 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 Email: fcurry@wbdc.org Web: www.wbdc.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
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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**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: _____

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

(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:

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

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.

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

[illegible]

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.

[illegible]

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

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)

Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor**SCHEDULE C**

MBE/WBE Letter of Intent to
Perform as a Subcontractor to the Prime Contractor
Demolition Services – Specification #132459

**FOR
CONSTRUCTION
PROJECTS ONLY**

Location: _____ Contract No: _____ RFS 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%: \$ _____

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: MBE/WBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime**SCHEDULE C**

MBE/WBE Letter of Intent to Perform as a
2nd Tier Subcontractor to the Prime Contractor
Demolition Services – Specification #132459

**FOR
CONSTRUCTION
PROJECTS ONLY**

Location: _____ Contract No: _____ RFS 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%: \$ _____

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 D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan****SCHEDULE D**

Compliance Plan Regarding MBE & WBE Utilization
 Affidavit of Prime Contractor
Demolition Services – Specification #132459

**FOR
CONSTRUCTION
PROJECTS ONLY**

Location: _____ Contract No: _____ RFS 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>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

<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>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

☐ 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)

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)

Commission Expires: _____

SEAL:

Company Name _____
Business Address _____
Contact Person _____
Date of Contact _____
Method of Contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle appropriate classification: MBE Certified WBE Certified MBE and 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 appropriate classification: MBE Certified WBE Certified MBE and 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 appropriate classification: MBE Certified WBE Certified MBE and 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 appropriate classification: MBE Certified WBE Certified MBE and 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 appropriate classification: MBE Certified WBE Certified MBE and 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 appropriate classification: MBE Certified WBE Certified MBE and 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 Schedule D Good Faith Efforts Checklist. 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 Attachment C, Log of Contacts.

____ 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.

____ 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 B to the Special Conditions.

Describe efforts to use agencies listed on Attachment B.

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)

ARTICLE 6. INSURANCE REQUIREMENTS

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

6.1. Insurance to be Provided for CLASS "A" and "B" Demolition Contractors

6.1.1. Workers Compensation and Employers Liability

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

6.1.2. 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 (for a minimum of two (2) years following project completion), products/completed operations, explosion, collapse, underground, 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 policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations and CG 2037 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.

When any Contractor or Subcontractor perform demolition work involving the use of explosives or explosive materials, limits of not less than \$10,000,000 per occurrence must be maintained with the same terms herein.

For CLASS "A" and "B" CONTRACTORS – (NON AIRPORTS)

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

For CLASS "A" CONTRACTORS – (AT AIRPORTS)

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for access to airport airside, \$2,000,000 for access to airport landside.

6.1.3. Automobile Liability (Primary and Umbrella)

For CLASS "A" CONTRACTORS

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 access to airport airside, \$2,000,000 for access to airport landside and \$1,000,000 for non-airport work with the same terms herein.

For CLASS "B" CONTRACTORS

When any motor vehicles (owned, non-owned or hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 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 \$1,000,000 with the same terms herein.

For CLASS "A" and "B" CONTRACTORS

When any Contractor or Subcontractor use any vehicles involving delivery of explosives or explosive materials, limits of not less than \$10,000,000 per occurrence must be maintained with the same terms herein.

6.1.4. Railroad Protective Liability

When any work is to be done within fifty (50) feet adjacent to or on railroad or transit property, Contractor must provide or cause to be provided, with respect to the operations that Contractor or Subcontractors perform, Railroad Protective Liability Insurance in the name of the railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage of property, including the loss of use thereof.

6.1.5. Professional Liability

When any architects, engineers, construction managers 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 \$1,000,000. 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.

6.1.6. Contractors Pollution Liability

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

6.1.7. Asbestos Abatement Liability

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

6.2. Insurance to be Provided for CLASS "C" Demolition Contractors

6.2.1. Workers Compensation and Employers Liability

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

6.2.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations (for a minimum of two (2) years following project completion), products/completed operations, explosion, collapse, underground, 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 policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations and CG 2037 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.

When any Contractor or Subcontractor perform demolition work involving the use of explosives or explosive materials, limits of not less than \$1,000,000 per occurrence must be maintained with the same terms herein.

6.2.3. 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 \$1,000,000 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.

6.2.4. Railroad Protective Liability

When any work is to be done within fifty (50) feet adjacent to or on railroad or transit property, Contractor must provide or cause to be provided, with respect to the operations that Contractor or Subcontractors perform, Railroad Protective Liability Insurance in the name of the railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage of property, including the loss of use thereof.

6.2.5. Professional Liability

When any architects, engineers, construction managers 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 \$1,000,000. 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.

6.2.6. Contractors Pollution Liability

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

6.2.7. Asbestos Abatement Liability

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

6.3. Additional Requirements

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

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

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

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

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

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

Sample: Insurance Certificate of Coverage

Named Insured: _____

Address: _____

(Number and Street)

(City)

(State)

(ZIP)

Specification #: _____

RFP: _____

Project #: _____

Contract #: _____

Description of Operation/Location

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input 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: AThe City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.@
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago

Procurement Department

121 N. LaSalle St., #806

Chicago, IL 60602

Signature of Authorized Rep. _____

Agency/Company: _____

Address _____

Telephone _____

For City use only

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

Address: _____ ZIP Code: _____ Attention: _____

ARTICLE 7. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

7.1. Online EDS Filing Required Prior To Bid Opening

The Bidder must prepare an online EDS prior to the bid opening date.

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- A. Filing an “EDS Information Update” does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

7.2. Online EDS Web Link

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

7.3. Online EDS Number

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

EDS Number: _____

7.4. Online EDS Certification of Filing

Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

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

7.5. 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.

7.6. 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.; List of controlling parties (if applicable).

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

- 1. 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.
- 2. List of subcontractors and retained parties:

- _____ a. Name
- _____ b. Address
- _____ c. Fees – Estimated or paid

7.7. 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, 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, 7.0, 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.

ARTICLE 8. AFFIDAVITS

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 2%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

1. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412?
() Yes () No
2. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?
() Yes () No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?
() Yes () No
4. Street address of business location within the City of Chicago (P.O. address not accepted):

5. Describe the business activities are carried out at the location listed above: _____

6. How many full-time regular employees are currently employed at the location listed above? _____
7. Total number of full-time regular employees employed at all locations worldwide? _____
8. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required": _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Contractor's Affidavit Regarding Waste Removal Materials and Identification of all Legal Dump Sites

Contractor must disclose the name and location of the ultimate disposal site(s) the contractor proposes to utilize for Specification#132459 Demolition Services.

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

LEGAL NAME OF LANDFILL/DISPOSAL SITE(S): _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

LEGAL NAME OF LANDFILL/DISPOSAL SITE(S): _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

LEGAL NAME OF LANDFILL/DISPOSAL SITE(S): _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

LEGAL NAME OF LANDFILL/DISPOSAL SITE(S): _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

The Contractor must provide to the Commissioner or his/her designated representative with copies of all dump tickets, manifests, etc. Disposal site(s) submitted shall be of sufficient capacity as to insure acceptance of the volume of Demolition debris received for the period of this contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

Signed: _____ Date: _____

Printed Name: _____

Title: _____

ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? () Yes () No

2. Street address of principal place of business: _____

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): _____

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____%

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____%

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

SMALL BUSINESS ENTERPRISE AND VETERAN-OWNED BUSINESS ENTERPRISE JOINT VENTURE AFFIDAVIT

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for joint ventures between Small Business Enterprises and Veteran-Owned Business Enterprises. Bidders that do not complete this page will not be regarded as eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder an "eligible joint venture" as defined in Section X of this bid solicitation and in MCC 2-92-418?
() Yes () No
2. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?
() Yes () No
3. Is at least one member of the eligible joint venture a "veteran-owned business enterprise as that term is defined in MCC 2-92-670?
() Yes () No
4. Is the veteran-owned business identified above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.
() Yes () No
5. If the answer to # 4 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
() Yes () No
6. If qualifying as a veteran-owned business under the requirements of #5 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

7. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Joint Venture: _____

(Print or Type)

Signature of Authorized Officer for SBE: _____

(Signature)

Title of Signatory: _____

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

ARTICLE 9. EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

9.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer) _____
(Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

ATTEST: _____
(Corporate Secretary Signature) (Affix Corporate Seal)

State of _____ County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature

Commission Expires: _____

9.2. Bid Execution By A Joint Venture

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____ (Seal)

9.3. Bid Execution By A Partnership

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer)

and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

9.4. Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
(Print or Type)

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name). _____

Notary Public Signature: _____

Commission Expires: _____ (Seal)

9.5. Bid Acceptance by City

Contract No.: _____

Specification No.: **132459 (Renewal)**

Vendor Name: _____

Total Amount (Value): **\$ TBD (Task Order Program, initial limit of \$3 million)**

Fund Chargeable: **Various (Task Order Program)**

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date