

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



INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT AND NEW INSTALLATION OF DIRECT EXPANSION AIR CONDITIONING (DXAC) FOR O'HARE INTERNATIONAL AIRPORT

Specification Number: 132831

RFQ Number: 5009

Issued by:

CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:

CITY OF CHICAGO DEPARTMENT OF AVIATION

Bidder Inquiry Deadline: 4:00 PM Central Time, March 15, 2017. Inquiries must be in writing.

Pre-Bid Conference: 11:00 AM, Central Time, March 8, 2017 – Aviation Administration Building (AAB) Conf. Rm. 1. 10510 W. Zemke Road, Chicago, Illinois 60666

Bid Opening Date: April 6, 2017

Bid Opening Time: 11:00 AM Central Time

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

Information: Zezeel Cortes, Senior Procurement Specialist
Email: Zezeel.cortes@cityofchicago.org, **Fax:** 312-744-5611, **Phone:** 312-744-9842
DPS Address: City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602
DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

Execute and submit one (1) complete original bid package. All signatures to be sworn to before a Notary Public. Bid 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). Bids will be read publicly. Bid package must be complete and returned in its entirety. Do not scan or recreate the bid package, the original must be used.

Bid 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, **Inspection, Maintenance, Repair, Replacement and New Installation of Direct Expansion Air Conditioning (DXAC) for O'Hare International Airport**, the specification number, **132831**, the time and date specified for receipt and marked **"Bid 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:	Aviation
Performance Bond:	None	Reverse Auction:	No
City Business Preference	Yes	Drawings:	None
Local Manufacture Preference	Yes	Exhibits:	11
Alternative Fuel Vehicle Pref.	Yes	Maps:	None
Bid Specific Goals:	16.9% MBE and 4.5% WBE	Contract Term:	60 Months
Funding Source:	Non-Federal	Start Date:	_____
Fund Number:	016-740-85-4035-0162-0162 and Various	Expiration Date:	_____

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

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BID SUBMITTAL CHECKLIST

Missing Information, Documents, and/or Bonds May Invalidate Your Bid.

To help ensure that you are submitting a complete bid, place an "X" next to each item below after completing and incorporating the item into your bid package. Write "N/A" if an item does not apply to your bid.

1. _____ Bid Submittal Checklist
2. _____ Insurance Certificate of Coverage
3. _____ MBE/WBE Compliance Plan
 - a. _____ Schedule B – Affidavit of Joint Venture MBE/WBE – (only if bidder is a joint venture)
 - b. _____ Schedule C-1: Letter(s) of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable).
 - c. _____ Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan (if applicable).
 - d. _____ Request for a reduction or waiver of MBE/WBE goals (if applicable)
4. _____ Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS)
5. _____ Bid incentive/preference affidavit(s): Chicago Business, Local Manufacture, Alternatively Powered Vehicles, Veteran-Owned Small Local Business or Eligible Joint Venture, Utilization of Veteran-Owned Subcontractors, and/or Mentoring Program (if applicable)
6. _____ Proposal Page(s) (Schedule of Prices)
7. _____ Bid Execution Page
8. _____ Bid Deposit (if required)

NOTE: Each page requiring a signature must be signed by the person with proper authority and sworn before a Notary Public where noted.

NOTE: Each Bidder must acknowledge the receipt of a full set of Bid Documents and any and all Addenda at the top of the Bid Execution Page.

ARTICLE 1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid Documents

The Bid Documents include this Invitation for Bids, Legal Advertisement Notice, 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 exhibits attached hereto, and any and all Clarifications and Addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

1.2. Obtaining the Bid Documents

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda.

In the event of a conflict or inconsistency between the Bid Documents 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 Documents

Printed copies of Bid 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 only be available on CD.

1.2.2. Downloadable Bid Documents

Documents may be downloaded from the DPS' website at the following URL:

www.cityofchicago.org/bids

In order to receive notice of clarifications and addenda, Bidders that download the Bid Documents must register as a Bid Document Holder by (i) faxing the company's name, contact person, address, e-mail address, telephone number and fax number to the Bid & Bond Room at 312-744-5611 (include specification number and bid title/description) or (ii) by calling the Bid & Bond Room at 312-744-9773.

Bid Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Our List is public information and is posted to the DPS web site at www.cityofchicago.org/TOL. To find Opportunity Take Out lists go to "Get Started Online" and search by the specification number.

1.3. Clarifications and Addenda

The City sends out clarifications and addenda to the Bid Documents to entities on the list of registered Bid Document Holders. Additionally, Clarifications and Addenda will be posted at the following URL, and made available at the Bid & Bond Room:

www.cityofchicago.org/bids

Bidders that download Bid Documents from the City of Chicago's website instead of obtaining the Bid Documents from the City of Chicago's Bid & Bond Room and which have not registered as a Bid Document Holder are responsible for checking the City of Chicago's website for Clarifications and/or Addenda.

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 bid solicitation.

1.4. Examination of the Bid Documents and Work Site

Bidders are required to carefully examine all of the Bid 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 contract 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 will be held to answer questions regarding these Bid Documents, it will be held on the date and time stated on the front cover of the Bid Documents. The pre-bid conference may be recorded by DPS.

If a pre-bid conference will be held, attendance is strongly encouraged. The Chief Procurement Officer or his/her representative, as well as representatives from the City Department for which the Bid 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 Documents; Bidder Inquiry Deadline

All inquiries regarding the 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 number in the subject line of the email.**

The Bidder Inquiry Deadline is 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

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. 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 Documents

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist, if a Checklist is provided. The forms, including the Bid Proposal Pages, 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. Conflicts of Interest

If any Bidder (or any partner in a joint venture or partnership or any member of the limited liability company if the Bidder is a joint venture, partnership, LLP, or LLC) has assisted the City in the preparation of these Bidding Documents such that provision of such assistance would give Bidder an unfair advantage or otherwise impair the integrity of the procurement process, or if Bidder has an organizational conflict of interest that might compromise Bidder's ability to perform the contract, that Bidder may be disqualified from bidding. If applicable, Bidder must provide a statement and information disclosing its participation with respect to the Bid Documents and/or potential organizational conflicts of interest.

1.12. Required Forms and Fees

1.12.1. Certificate of Filing for Online EDS

Bidders must complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the 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.

1.12.2. MBE/WBE Program

The goals for MBE and WBE participation are set forth in the Proposal Pages. 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-1**
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-1**
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.

1.12.3. 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.

1.12.4. 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 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.

1.12.5. 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.

1.12.6. 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

1.13. Trade Names and Substitutions

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to indicate to prospective bidders those product(s) that have been deemed by the City to be satisfactory. The Bidder must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the Chief Procurement Officer.

A Bidder that chooses to respond to this solicitation for bids with alternate product(s) from those specified in the solicitation, must identify such alternate items with its Bid with a detailed explanation and documentation in support of how the alternate items proposed by the Bidder can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes:

- 1) Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:
 - a) Product identification, including manufacturer's name and address.
 - b) Manufacturer's literature identifying:
 - i) Product description
 - ii) Reference standards
 - iii) Performance and test data
 - c) Samples, as applicable
 - d) Name and address of similar projects on which the product has been used, and date of usage.
- 2) Itemized comparison of the proposed alternate item with product or service specified; listing of significant variations.

A Bidder warrants and represents that in making a formal request for substitution with alternate items that:

- 1) The proposed alternate item is equivalent to or superior in all respects to the product specified, and
- 2) The same warranties and guarantees will be provided for the alternate item as for the product specified.

The CPO may, in his or her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the solicitation. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the bid.

1.14. Authorized Dealer/Distributor

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the CPO, whose decision will be binding.

1.15. Estimated Quantities

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Proposal pages, any quantities shown on the Proposal Pages represent estimated usage and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

The City will only be obligated to order and pay for such quantities as are from time to time ordered, performed and accepted on Blanket Releases issued directly by the Department.

1.16. Submission of Bids

1.16.1. 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.

1.16.2. 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).

1.16.3. 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.

1.16.4. 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.
- D. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

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.

1.17. 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 Bid & Bond Room. Bidders must make their own arrangements for the return of their Bids.

1.18. 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 determination 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.

1.19. 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.

1.20. Evaluation of Bids

1.20.1. Determination of Responsiveness

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

1.20.1.1. Must Bid All Line Items

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification 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, 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.

1.20.1.2. 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.

1.20.1.3. 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.

1.20.1.4. Cash Billing Terms

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

1.20.2. 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.

1.20.2.1. 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.

1.20.2.2. 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.

1.21. 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.

1.22. Statutory Adjustments to the Bid

1.22.1. 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 all appropriate city licenses; and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

"City residents," as defined in Section 2-92-330 of the MCC, means persons domiciled within the city.

"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 the term "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.

"City resident employee" means an individual who resides in the City and who is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

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: (i) two percent of the contract base bid; or (ii) four percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees; or (iii) six percent of the contract base bid, if such prime contractor is eligible for an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area, 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 of the MCC 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.

1.22.2. Locally Manufactured Goods

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

"City-based manufacturer" means a person who: (i) holds any appropriate city license; (ii) is subject to applicable city taxes; and (iii) owns, operates, or leases a manufacturing facility within the city.

“Contract for Goods” means any contract, purchase order or agreement for the purchase of goods 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; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670 of the MCC.

“Locally manufactured goods” means goods whose value, either in whole or in part, is derived from growing, producing, processing, assembling, or manufacturing activities that occur within a city-based manufacturer's facility located within the city.

“Manufacture” means to produce tangible goods for use from raw or prepared materials by giving the materials new forms, qualities, properties or combinations, whether by hand-labor or machines.

If these Bid Documents pertain to a contract for goods having an estimated contract value of \$100,000 or more, the CPO may allocate a bid incentive ("Local Goods Incentive") in accordance with section 2-92-410 of the MCC. If the CPO has determined that a Local Goods Incentive will be allocated, it will be indicated on the cover page of the Bid Documents and shall consist of the following:

Total Dollar Value of Locally Manufactured Goods Provided in the Contract	Bid Incentive
25% to 49%	1% of the contract base bid
50% to 74%	1.5% of the contract base bid
75% or greater	2% of the contract base bid

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods.

Upon completion of the work, any contractor that has failed to supply the required percentage of locally manufactured goods for which the Local Goods Incentive was allocated shall be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied under the contract, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to provide the required percentage of locally manufactured goods.

1.22.3. Alternatively Powered Vehicles Bid Incentive

1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section 1.22.3 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 MCC.

"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 MCC.

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

"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 MCC, 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.

1.22.3.2. 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.

1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures

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-owned business enterprise" means an enterprise which: (1) 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 the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; or (2)

has been 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.

"Veteran-owned small local business" means a business that is both a veteran-owned business enterprise and a small local business enterprise as defined in Section 2-92-670.

"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 a veteran-owned small local business or 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 a veteran-owned small local business or an eligible joint venture.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or 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.

1.22.5. Mentoring Program Bid Preference (Section 2-92-535 of the Chicago Municipal Code)

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

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO.

Full access to the Contractor's records shall be granted to the CPO, 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 three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

1.22.6. 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. This penalty does not apply to federally-funded contracts.

1.22.7. 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.

1.23. Consideration of Bids

The CPO represents and acts for the City in all matters pertaining to this invitation for bids and any contract 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.

1.24. 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.

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 the link marked "Solicitation and Contracting Process Protest Procedures."

1.25. Award of Contract; Notice of Award

The Contract consists of the Bid Documents. Upon the award and execution of a contract pursuant to the Bid Documents, the 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 Contract.

1.26. 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. INCORPORATION OF EXHIBITS

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

- Exhibit 1: Example Insurance Certificate of Coverage
- Exhibit 2: Bid line item #1 Pricing Worksheet
- Exhibit 3: Contractor Work Report – Inspection Work sheet
- Exhibit 4: Contractor Work Report – Example Exhibit C
- Exhibit 5: Contractor Sign-In Sheet
- Exhibit 6: Equipment Data Sheets
- Exhibit 7: Equipment Maintenance Check List
- Exhibit 8: Contractors Affidavit Regarding Removal of All Waster Material and Identification of All Legal Dump Sites
- Exhibit 9: Cook County Prevailing Wage
- Exhibit 10: Multi Project – Labor Agreement
- Exhibit 11: Construction Safety Manual

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Contract**" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions

made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

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

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

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

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

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

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

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

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

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

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

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

3.1.2.2. Interpretation and Rules

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

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the

Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

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

3.1.2.3. Severability

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

3.1.2.4. Entire Contract

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

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

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

3.1.3.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. 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

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. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

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

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

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

3.1.4.2. Consent to Service of Process

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

3.1.4.3. Cooperation by Parties and between Contractors

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

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

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

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

3.1.4.4. No Third Party Beneficiaries

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

3.1.4.5. Independent Contractor

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

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

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

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

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

3.1.4.6. Authority

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

3.1.4.7. Joint and Several Liability

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

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using

Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

3.1.4.9. Amendments

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

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

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

3.1.4.11. Non-appropriation of Funds

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

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

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Participation By Other Government Agencies

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

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago

Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

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

3.1.5. Confidentiality

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

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

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

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

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

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

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

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

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. Non-Liability of Public Officials

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

3.1.8. Contract Extension Option

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

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

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

such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

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

3.2.1.2. Invoices

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

3.2.1.3. Payment

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

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

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.

The City reserves the right to offset mistaken or wrong payments against future payments.

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

3.2.1.4. Electronic Ordering and Invoices

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

3.2.1.5. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's

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

3.2.1.6. Records

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

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

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

3.2.1.7.2. Recovery for Over-Billing

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

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

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

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

3.2.2. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. 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 seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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

3.2.3.2. Payment to Subcontractors Within Seven Days

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.3.2.1. Reporting Failures to Promptly Pay

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

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

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

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf

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

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

3.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 0. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 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.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

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

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

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

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

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

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

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

3.3. Compliance With All Laws

3.3.1. General

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

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

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Certification of Compliance with Laws

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

3.3.3. Federal Affirmative Action

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

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec.

Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

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

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

3.3.4.1. Compliance with Federal Nondiscrimination Requirements

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

3.3.4.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

3.3.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

3.3.4.4. Information and Reports

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

3.3.4.5. Sanctions for Noncompliance

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

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

3.3.4.6. Incorporation of Provisions

The contractor will include the provisions of above paragraphs 3.3.4.1, "Compliance With Regulations" through 3.3.4.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the 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.

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

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

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

3.3.5.1.2. State of Illinois Equal Employment Opportunity Clause

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.
- F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

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

3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 2-160

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

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

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

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

3.3.6. Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

3.3.6.1. Minimum Wage, Mayoral Executive Order 2014-1

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

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2016 is **\$13.15 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

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

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

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

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

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

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

3.3.6.2. Living Wage Ordinance

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

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

As of July 1, 2016 the Base Wage is \$12.15. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2016, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

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

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

documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

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

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

3.3.6.3. Chicago Paid Sick Leave Ordinance

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, becomes effective July 1, 2017. Contractor understands that to the extent that the Ordinance applies to its activities that it must comply with the Ordinance when it becomes effective.

3.3.6.4. Equal Pay

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

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

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

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

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

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

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

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3.3.7.2. 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; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

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

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

3.3.7.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or

acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

3.3.7.4. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.7.5. Lobbyists

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

3.3.8. Restrictions on Business Dealings

3.3.8.1. Conflicts of Interest

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

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

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

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

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

committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

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

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

For purposes of this provision:

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

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

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

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

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

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

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

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

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

3.3.10. Other City Ordinances and Policies

3.3.10.1. False Statements

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

3.3.10.2. 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 USDOT.

3.3.10.3. City Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial

contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

3.3.10.4. Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.10.5. Duty to Report Corrupt Activity

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

3.3.10.6. Electronic Mail Communication

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

3.3.10.7. EDS Update Obligation

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

3.3.10.8. Wheel Tax (City Sticker)

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

3.3.10.9. Participation By Other Local Government Agencies

If Contractor consents, other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chief Procurement Officer, if such purchases have no net adverse effect on the City and result in no

diminished services from the bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.3.11. Compliance with Environmental Laws and Related Matters

3.3.11.1. 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 Occupational Safety and Health Act, 820 ILCS 219/1, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.11.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.11.3. Compliance With Environmental Laws

As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.11.4. 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. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.11.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.11.6. 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 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.10.6 and paragraph 3.3.10.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

(i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;

(ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.8. Environmental Claims and Related Matters

Within 24 hours of receiving, or of any Subcontractor's receiving, notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.9. Preference for Recycled Materials

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

3.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;

11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

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

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

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

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

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 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 103, Bid and Bond Room, and on-line at:

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

3.5. Events of Default and Termination

3.5.1. 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.

3.5.2. 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.

3.5.3. 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.

3.5.4. 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.

3.5.5. 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.

3.5.6. 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.

3.6. Department-specific Requirements

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

3.6.1. 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.

3.6.1.1. 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.

3.6.1.2. 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.

3.6.1.3. 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.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. 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.

3.6.1.4.2. 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.

3.6.1.4.3. 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.

3.6.1.4.4. 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.

3.6.1.4.5. 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.

3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. 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.

3.6.2.2. 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.

3.6.2.3. 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.

3.6.2.4. 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.

3.6.2.5. 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.

3.6.3. 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.

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

3.6.4.1. 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.

3.6.4.2. 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.

3.6.4.3. 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.

3.6.4.4. 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.

3.6.4.5. 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 4. TERMS FOR WORK SERVICES CONTRACTS

4.1. The Services

4.1.1. 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.

4.1.2. 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.

4.1.3. 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.

4.2. Performance of the Services

4.2.1. 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.

4.2.2. 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.

4.2.3. 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.

4.2.4. 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.

4.2.5. 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.

4.2.6. 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.

4.2.6.1. 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.

4.2.6.2. 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.

4.2.6.3. 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.

4.2.7. 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.

4.2.8. 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.

4.2.9. 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.

4.2.10. 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.

4.3. 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.

4.4. 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.

4.5. 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 3.0 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score up to fifty percent of all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f). However, pursuant to MCC subsection 2-92-595(b)(6), if this contract is advertised after January 1, 2020, the minimum clean fleet score is increased to 4.0, and Contractor may exclude from the calculation up to only twenty five percent of vehicles owned or leased by a firm that has received a clean fleet score waiver certificate instead of fifty percent.
- F. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with anti-idling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in MCC Section 2-92-595(e). Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is

authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.

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

4.6. 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.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. General

The Contractor must furnish all supervision, labor, equipment, parts and/or materials, tools, services and transportation required for the Maintenance, Repair, Replacement and Installation of Direct Expansion Air Conditioning Equipment located in various areas of Chicago Airport System all in accordance with the General, Special and Detailed Conditions as specified hereinafter.

Where applicable, the maintenance services will include any relay control equipment and accompanying switchgear.

5.2. Basis of Award

In the event that a contract is awarded pursuant to this specification, the Chief Procurement Officer will award such contract to the lowest responsive and responsible bidder as determined by the bid price, including any statutorily mandated adjustments to the bid price as applicable, meeting the terms and conditions set out in the Bid Documents.

Contractor's bid pricing must incorporate any peripheral costs including, but not limited to, the costs of products and/or services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Contract.

5.3. Illinois Prevailing Wage Act/Davis-Bacon Act

This Contract calls for the construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). If this Contract is not federally funded, the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations and pay such applicable prevailing wage rates. Please refer to: <http://www.wdol.gov> for wage rates and more information. Additional or more detailed requirements may be set forth in another section of this Contract (see Table of Contents).

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

5.4. Funding

The source of funds for payments under this Contract is Fund Number 016-740-85-4035-0162-0162. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.5. Contract Term

The Term for this Contract will be 60 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.

5.6. Authorized Dealer

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, the [Click here and type name of PRODUCT]. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the City of Chicago.

5.7. Price Adjustment (CPI)

Price Escalation applies to Bid Line Items 1 through 6 only.

Original bid prices set forth on the Proposal Pages of the Contract will remain in effect for the first thirty-six (36) months of the Contract term. Contractor is not entitled to any price adjustment during this thirty-six (36) month time period. Contractor should factor in commodity and/or input price escalations, volatility, risks, and other factors in its proposed prices on the Proposal Pages for the initial thirty-six (36) month period from the start date of this Contract.

After the initial thirty-six (36) month period, a price adjustment may be considered for the next twelve (12) month period, and annually for each subsequent twelve (12) month period. For purposes of determining any price adjustments for this Contract, the City and Contractor will look to changes in the Consumer Price Index. All requests for price adjustments will reference the Consumer Price Index (CPI) - Non-seasonally adjusted - all urban consumers - all items - for the Chicago-Gary- Kenosha, IL- IN - WI region series ID: CUURA207SA0, as it appears in the periodical Consumer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov>.

All price adjustment calculations will be based upon the latest version of the CPI available on the eighteenth (18th) day of the month following the anniversary of the Contract. The effective date of an adjustment will be the anniversary of the start date of the contract.

If, during the term of the Contract, the manner in which the CPI as determined by Bureau of labor Statistics is substantially revised, including a change in the base index year, the City will make an adjustment in the revised index that would produce results equivalent, as nearly as possible, to those that would have been obtained if the CPI had not been so revised. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data are not readily available to enable the City to make the adjustment, then the City will substitute a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a major bank or other financial institution, by a university or a recognized financial publication. A formal modification will not be required to change the index should the subject index (CPI) cease publication.

The Contractor must submit a written request for a positive price adjustment no later than thirty (30) calendar days after the expiration of initial thirty-six (36) month term and within thirty (30) calendar days of each twelve (12) month anniversary of the Contract thereafter. If the Contractor does not request a price increase within such thirty (30) calendar day period, the Contractor will not be entitled to a price increase for the relevant twelve (12) month period.

After the initial thirty six (36) month term, if the CPI has decreased, resulting in a reduction of contract prices, the City will notify the vendor in writing within sixty (60) days of the Contract's anniversary stating the City's intention to reduce prices retroactive to the anniversary date of the Contract. The City will adhere to such notification requirement for any price decreases for each subsequent twelve (12) month anniversary of the Contract thereafter.

The Contractor's unit prices, for line items will be adjusted beginning the thirty seventh (37th) month of the Contract and each year thereafter by an amount determined in accordance with the following formula, or .05, e.g. five percent (5%), whichever absolute value is smaller for each subsequent one (1) year period:

New Contract Price (each item) = Current Contract price for Line Items x (1 + percentage change in the CPI)

The percentage change in the CPI should be expressed as a decimal point and rounded to the nearest thousandth (e.g. .015). Please note that the percentage change in the CPI may be positive or negative, but will never be more than .05; therefore any new price will never be greater than 105% or less than 95% of the current contract price. For purposes of determining the first percentage change in the CPI, the base CPI will be the CPI in the 24th completed month of the Contract, which will be compared to the CPI in the 36th completed month of the Contract. Subsequent price changes will be based on the year over year percentage change in the CPI. For example, for the adjustment at the beginning of the fifth year of the contract (month 49) the CPI from month 36 will be compared to the CPI for month 48.

Any Services provided by the Contractor at a price change, without a properly executed contract modification signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for any work and/or services provided at an unapproved increased price.

It is the Contractor's responsibility to request the increase. If the Contractor delivers product after the date requested for the escalation to begin (the anniversary date of the start of the Contract) but prior to the increase being granted, the Contractor may retroactively bill the City for the difference if and when the request is formally approved. In the interim the Contractor must bill the City at the prices currently in effect in the Contract.

5.8. Reference Standards

The Work is subject to applicable portions of the following nationally known reference standards. References to nationally known standards and specifications will mean and intend latest edition or revision of such specifications adopted and published. References to such standard specifications are made in accordance with the following:

1. American Society of Heating, Refrigeration and Air Conditioning Engineers, ASHRAE
2. American Society of Mechanical Engineers, ASME
3. Sheet Metal and Air Conditioning Contractors National Association, SMACNA
4. Institute of Electrical and Electronics Engineers, IEEE
5. American Society for Testing and Materials, ASTM
6. Factory Mutual Engineering Corp., FM
7. National Fire Protection Association NFPA
8. Occupational Safety and Health Administration, OSHA
9. Underwriters' Laboratories, Inc., UL
10. City of Chicago Building Code, CCBC

5.9. Performance Standards

The Contractor will perform all scheduled Preventive Maintenance Services (PMS) covered under the Contract and, when directed by the Commissioner, perform emergency and/or premium PMS and furnish and deliver replacement parts on the equipment in accordance with the Detailed Specifications and applicable reference Standards. The Detailed Specifications are intended to set forth the minimum Standards of Performance which will be acceptable under the Contract.

Where applicable and where manufacturer's specifications exceed the above Performance Standards or Reference Standards, the Contractor will perform according to the manufacturer's instructions, specifications and warrantee/guarantee requirements.

In the event the Contractor fails to comply with the above-referenced standards, as determined by the City, the Contractor will perform again, at its own expense, all of the Work which is required to be re-performed as a direct or indirect result of such failure.

Notwithstanding any review, approval, acceptance or payment for any and all of the PMS or replacement parts by the City, the Contractor will remain responsible for the term of the Contract, for the professional and technical accuracy of all of the work and deliverables, as mentioned in the specifications, unless the technical inaccuracy or error was caused by inaccurate information being supplied by the City. This provision will in no way be considered as limiting the rights of the City against the Contractor either under this Contract, in law or in equity.

5.10. Bidders Qualification

The bidder must be familiar and experienced with and have been regularly engaged in maintaining, servicing and repairing of direct expansion air conditioning equipment of a similar type and design as installed at the Airport, and as described hereinafter.

After award of this contract, the Contractor must provide the names and resumes for a minimum of two (2) personnel selected to perform the Work under this contract for approval. The Commissioner will review the information to verify compliance with the contract requirement that only skilled, trained and experienced service technicians perform the work. The resumes shall include their names, a full description of their work experience (with name and telephone number of the person to contact to verify their employment), education and training. The Contractor will not be allowed to substitute personnel in lieu of those submitted and approved, without the prior written approval of the Commissioner. If requesting the approval to substitute personnel, the Contractor must provide a resume for the proposed worker containing the same information required for the original worker.

5.11. Material Safety Data Sheet

Material Safety Data Sheet (OSHA Form 20) must be submitted with each proposal submitted by the Contractor during the course of the Contract for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The Contractor will furnish an OSHA 20 Form for each item contained in the releases against this Contract with the delivery of those materials.

5.12. Equipment and Systems Covered

The following equipment, systems and controls (hereinafter referred to as "equipment"), are covered under the provisions of the Contract. CDA reserves the right to add and/or delete systems and/or equipment from the original list of the contract during the contract period. Any deletion shall result in a credit to CDA for the number of system and/or equipment deleted from Bid Line 1 – Preventive Maintenance Service.

All direct expansion air conditioning equipment units, whether of the self-contained type, or of the fan and remote condenser type, or of the air cooled, or water cooled condenser type, which include but are not limited to the following list below.

Any system and/or equipment not listed below will be maintained under the time and material lines contained herein (Line Items 2 through 10) as directed by the Commissioner if or until the system and/or equipment are made part of Exhibit 2 and priced through Bid Line 1 Pricing Worksheet accordingly. (see Exhibit 2). The addition of equipment to Line Item 1 will require a formal Contract Modification. See the Following Table:

Item No.	Item Description	Location	No. of Units
		Terminal One	
1	Self-Contained Unit	Terminal 1 Elevator Machine Room for ELV 023/024	1
		Terminal Two	
2	Self-Contained Unit	Terminal 2 ATS Platform (DX-24601) UPS Room	1
3	Self-Contained Unit	OPS Tower Radio Equipment Room Tower Basement	1
4	Fan Units With Remote Condenser	Terminal 2 by Gate F11 Col. FS/64 (DX-215L01)	1
		Terminal Three	
5	Self-Contained Unit	Terminal 3 ATS Platform (DX-34601) UPS Room	1
6	Self-Contained Unit	Terminal 3 H14 UPS Room TSA Air Canada Bag Room	3
7	Fan Units With Remote Condenser	Terminal 3 H15 Ramp Level (Mitsubishi)	2
8	Self-Contained Unit	Terminal 3 H2 Ready Room	1
9	Self-Contained Unit, Liebert Units (Not Used)	Terminal 3 Radio Room by L3 (Not Used as of 4/8/2015). ***Preventive maintenance to be performed once a year ***.	3
10	Fan Units With Remote Condenser	Terminal 3 K6 BTP Ramp used for AHU S7	1
11	Fan Units With Remote Condenser	Terminal 3 L-Concourse Computer Room Office for the PC Air by L6/L7	1
		Rotunda	
12	Self-Contained Unit	Rotunda Engineers' Offices	2
		Parking Structure / CTA Level / Basement	
13	Self-Contained Unit	Under Parking Structure - Outreach/Haymarket Center CTA Level Bldg 410	1
14	Self-Contained Unit	Under Parking Structure - OCC Basement Bldg 410 UPS Room	2
15	Self-Contained Unit	Under Parking Structure - Plumbing Shop CTA Level Parking Basement Bldg	2
16	Self-Contained Unit	Under Parking Structure - CTA Police Lockup CTA Level Parking Basement Bldg	1
17	Self-Contained Unit	Under Parking Structure - Engineers' Office Parking Basement Bldg	1
18	Self-Contained Unit, Liebert Units	Under Parking Structure - OCC Basement Bldg 410	4
19	Fan Units With Remote Condenser	Under Parking Structure New ID Badging Bldg 412 Basement (AC-	1

		412B01A)	
20	Self-Contained Unit	Roof of Parking Elevator Center 5 Radio Equipment Room	2
21	Self-Contained Unit	Roof of Parking Elevator Center 3 Radio Equipment Room	2
22	Self-Contained Unit	Computer DNC Room, DNC4-Bldg 412 Level 1 (PC6) Column 35G	1
		H&R Plant	
23	Self-Contained Unit	Heating & Refrigeration H&R Plant, Bldg 450 (Watch ACOE Office and Cold Side A)	2
24	Fan Units With Remote Condenser	Heating & Refrigeration H&R Plant, Bldg 450 (Fitters Shop ground level and Electric Shop basement)	2
		Airport Wide / Outlying Buildings	
25	Fan Units With Remote Condenser	Taxi Cab Starter Building, CVHA Bldg 524	1
26	Self-Contained Unit	Cab Starter Booths Bldg 524 CVHA	2
27	Self-Contained Unit	Cab & Livery Starting Booths - All Terminals	14
28	Self-Contained Unit	Guard Post Booths - Airport Wide	36
29	Self-Contained Unit	A.R.F.F. Fire Rescue #3 Bldg 475	1
30	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #3 Bldg 475	1
31	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #1 Bldg 602	1
32	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #4 Bldg 701	2
33	Self-Contained Unit	A.R.F.F. Rescue #2 Bldg 702	1
34	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #2 Bldg 702	2
35	Self-Contained Unit	A.R.F.F. Training Control Center Bldg 704	1
36	Fan Units With Remote Condenser	A.R.F.F. Training Control Center Bldg 704	2
37	Fan Units With Remote Condenser	A.R.F.F. Training Simulator Bldg 711	2
38	Self-Contained Unit	Radio Shop Bldg 701 (including 2 in Trailer)	3
39	Fan Units With Remote Condenser	Radio Shop Bldg 701	1
40	Self-Contained Unit	AMC, Fuel Farm & Deicer Shack, Bldgs 502, 505 & 507	23

41	Fan Units With Remote Condenser	Auto Maintenance Complex, AMC Bldg 502	2
42	Fan Units With Remote Condenser	Airport Maintenance Building, AMB Bldg 891	16
43	Self-Contained Unit	Airport Maintenance Building, AMB Bldg 891	17
44	Fan Units With Remote Condenser	South Lighting Vault Bldg 607	3
45	Self-Contained Unit	Computer DNC Room (DNC10-Bldg 607 SLV Bldg 607)	1
46	Self-Contained Unit	North Lighting Vault Bldg 721	1
47	Fan Units With Remote Condenser	Mixed Use Bldg 521 (formerly Signature Bldg)	2
48	Fan Units With Remote Condenser	ATS Remote Parking Station Bldg 563	3
49	Fan Units With Remote Condenser	Airport Administrative AAB Bldg 804	10
50	Fan Unit With Remote Condenser Liebert Unit	Airport Administrative AAB Bldg 804 (Ground Level IT/Server Room)	1
51	Fan Units With Remote Condenser (including 3 Liebert units on the roof)	Safety & Security Bldg 850	7
52	Fan Units With Remote Condenser	South Basin Pump Station Bldg 900	1
53	Fan Units With Remote Condenser	Central Basin Pump Station Bldg 928	1
54	Self-Contained Unit	North Basin Pump Station Bldg 957	2
55	Fan Units With Remote Condenser	Domestic Water Booster Pump Station Bldg 998	1
56	Spot Coolers, Preventive maintenance to be performed once a year in April)	Terminal 1, 2, 3. ***Preventive maintenance to be performed once a year in April***.	6
57	Spot Coolers, Preventive maintenance to be performed once a year in April)	Airport Administrative AAB Bldg 804 (UPS Rooms), ***Preventive maintenance to be performed once a year in April***.	17
58	Self-Contained Unit	Post 1 Fixed Unit on the side of the building – Network Hub Structure (heating and cooling)	2
59	Self-Contained Unit	Post 2 Window Unit – Network Hub Structure (heating and	1

		cooling)	
60	Self-Contained Unit	Post 2A Bldg 792 Window Unit –Network Hub Structure (heating and cooling)	1
61	Self-Contained Unit	Post 4A Window Unit –Network Hub Structure (heating and cooling)	1
62	Self-Contained Unit	Post 5 Bldg 615 Window Unit –Network Hub Structure (heating and cooling)	1
63	Self-Contained Unit	Post 12 Bldg 834 Window Unit –Network Hub Structure (heating and cooling)	1
64	Self-Contained Unit	Snow Tunnel Fixed Unit on the side of the building Marvair – Network Hub Structure (heating and cooling)	1
65	Self-Contained Unit	Snow Tunnel Extension South Cargo Lift Station Fixed Unit on the side of the building Marvair – Network Hub Structure (heating and cooling)	1
Total Number of Units (including spot coolers)			232

The units of equipment listed above will include all instruments, controls, switches, valves, controllers, indicators and interconnecting piping, tubing and wiring related to or which are a part of the above direct expansion air conditioning equipment.

The components or parts of the equipment mentioned above include the entire piece of each component or part, i.e., fans, belts, motors, wiring, conduit, motor starters, air filters, cooling coils, dampers and damper motors, condensers, (whether remote or self-contained), compressors and controls, except hot water coils associated piping and controls.

The Contractor is responsible for changing filters on the self-contained DX units only. On split systems the City is responsible for the air handler filters, belts and motors.

Should any of the equipment, instrumentation or controls fail to perform properly during any of the above inspections, the Contractor shall immediately advise the Commissioner and, after obtaining prior written approval from the Commissioner, promptly complete the necessary repair work.

An inspection report shall be submitted by the Contractor after each monthly inspection performed.

The inspection report shall include, but is not limited to, the following information:

- Recommendations for the maintenance and/or repairs of various components;
- A detailed list of parts required;
- An estimate of the time required to perform the repairs; and
- Estimated cost of the repairs (parts, labor, materials, and equipment).

NOTE: Whether or not repairs are performed, the Contractor shall be responsible for the reassembly and rebalancing the equipment at no additional cost to the City.

A Work Report on a form that has been approved by the Commissioner (See EXHIBIT 3 Contractor Work Report –Inspection Worksheet and – EXHIBIT 4 - Work Report-Example C) shall be submitted by the Contractor for each inspection, stipulating the work that has been done and the condition of each piece of

equipment and control. A portion of this report shall specifically cover the tests performed on each piece of equipment and control. Finally this report shall contain a statement that all instrumentation, controls and equipment under this Contract (as stipulated herein), are operating properly, or contain recommendations for the required work to make them work properly. The Work Report must be submitted to the Commissioner as a condition for approval of payment by the Commissioner.

5.13. Preventative Maintenance Services (BID LINE ITEM 1)

The Bidder will include, in its bid, on the Proposal Pages all costs to perform scheduled Preventive Maintenance Services (PMS) four (4) times per year and the semi-annual reports.

The scheduled PMS occurs on a once every two months basis (4 times a year) from April through October, (April-June-August-October) as specified below. These scheduled maintenance services will be performed on the entire unit to cover each of its components or parts. The PMS will be performed as specified below during normal working hours.

Preventive Maintenance Services PMS shall be billed by the Contractor per Exhibit 2 Line Item 1 Pricing Worksheet on four (4) separate equal installments of the annual fee in Line Item 1 after the completion of each service in April-June-August-October.

The Contractor must provide the services of qualified field service technicians, engineers and, as required, electricians familiar with the equipment involved. The scheduled PMS required under the Contract include, but are not limited to, the following:

- a. Perform Preventive Maintenance Services on all the equipment four (4) times a year on a once-every two-month basis, starting from the month of April and continuing through October, (April-June-August-October) for the purpose of establishing an up-to-date condition of all the equipment and keeping the equipment in optimum operating condition.
- b. At the start of this Contract complete an Equipment Data Sheet for each piece of equipment; see Exhibit 6 for data sheets. The Equipment Data Sheet will be updated as required during the duration of the Contract.
- c. A checklist, as contained in the Equipment Maintenance Checklist sheets Equipment Maintenance Checklist attached as Exhibit 7, is to be used for each item of equipment and must be used as a guide to insure that all items covered under this Contract are inspected, maintained and tested at least once every two-months, for the months indicated in paragraph "a" above. The Equipment Maintenance Checklist must be updated as required during the duration of the Contract.
- d. Adjust, calibrate and service all equipment, as required by the manufacturer's recommendations and as needed to keep the equipment in optimum operating condition.
- e. Clean all cleanable filters at least once every two-months, during the period of April through October each year.
- f. Inspect and clean all fans, evaporator and condenser coils prior to May 15, each year, and then once-every two-month thereafter.
- g. Perform full load ampere test on the equipment units each time when Preventive Maintenance Services are performed on the equipment units April through October.
- h. The Partial Preventive Maintenance Services as related to reverse cycle equipment and specified herein must also be performed twice a year, during seasonal start-up in the month of April and again in October, during seasonal shut-down.
- i. Provide daily work reports on form(s) approved by the Department of Aviation. The daily reports must include the equipment serviced, type of service performed and number of hours

spent to perform the work. The daily reports must be approved on a daily basis by the Commissioner. These daily reports will be used as a check against the monthly time sheets that are to be used for payment.

- j. Provide an annual report each year on the general condition of the equipment.

5.14. Seasonal Start-Up and Shut Down

The seasonal start-up is to be performed by the Contractor in the presence of the Airport operating personnel during the month of April each year. The seasonal shut-down is to be performed by the Contractor in the presence of the Airport operating personnel during the month of October each year.

At both of these times, the Contractor must provide the scheduled maintenance, as required by the Equipment Maintenance Checklist contained in the attached Exhibit 7. The Contractor must include all labor costs to perform the seasonal start-up and shut-down services including in Line Item No.1. on the Proposal Pages, with the exception of lubrication and consumable supplies, which, as explained herein, will be compensated separately.

5.15. Lubrication Equipment

The Contractor must establish a periodic lubrication schedule for all equipment covered under this Contract. The Contractor must include all costs to establish lubrication schedule of the equipment in Bid Line Item 1. Such schedule must be based on the lubrication requirements of the manufacturers of various items. This schedule must be submitted to the Commissioner for review and must be used by the Airport operating personnel, who will provide normal lubrication to the equipment.

All parts required as a result of Preventive Maintenance Services will be compensated via Part Bid Line Items 7-8 or Bid Line Item 10 as needed. Consumable supplies including but not limited to lubricants, cleaners and compressed air are deemed incidental to the work and will not be compensated separately.

The Contractor's service technician(s) must instruct the Airport operating personnel in the proper lubrication techniques, including frequency and type of lubricant to be used. If the frequency of lubrication schedule is not being followed, the Contractor must so stipulate in his Maintenance Checklist sheets attached with these specifications as Exhibit 7.

5.16. Scheduled Partial Preventative Maintenance Services (part of April and October PMS)

The Contractor must perform scheduled Partial Preventive Maintenance Services (PPMS) twice a year at the start of the season in April and at the end of the season in October. The PPMS services will be conducted at the time the Contractor is performing the April and October PMS. The PPMS must be provided during normal working hours, when requested by the Commissioner during the months of April through October, on those units of air conditioning equipment which are reverse cycle (heat pumps) and which contain heating equipment. This equipment is noted as such in the supplemental proposal pages. The PPMS must be limited to those portions of the equipment and those related components, which are in service while the unit is in the heating mode. The specific maintenance to be performed under Partial Preventive Maintenance Services will be the applicable portions of the Preventive Maintenance Services contained in the Equipment Maintenance Checklist attached as Exhibit 7, plus maintenance (testing, cleaning or replacement) of the electric resistance heating coils of the units so equipped. The Bidder must include, in its bid on Bid Line Item 1, on the Proposal pages, (Article 9) all costs to perform the scheduled Partial Preventive Maintenance Services.

5.17. Repair of Major Components and Repair Parts

The Contractor must furnish and deliver all necessary major components and repair parts for the equipment covered under this Contract (To be Completed on Time and Material Basis-Bid Line Items 7 – 8 or Bid Line Item 10 as needed), subject to the following limitation on

- 1. Prior to furnishing and delivering of any major components and repair parts, the Contractor must obtain written approval of the Commissioner in the form of an approved Purchase Order

Release. Contractor will give a proposal to the Department of work which needs to be done. Once approved by Department a Purchase Order Release will be released.

2. In the event repairs are required, and major components and/or repair parts to effect the repairs are not available from the manufacturer or other sources, the Contractor will so state in a special report to the Commissioner.
3. When requested by the Commissioner to perform any repair(s), the Contractor will select required major component(s) and/or repair part(s). The Contractor will submit two copies of manufacturer's data sheets or drawings in support of its selection. These submittals will be clearly marked to indicate the pertinent data of the specific system to be repaired, the components/parts to be replaced, and an estimate of delivery/installation time.
4. All parts required as a result of Preventive Maintenance Services will be compensated via Part Bid Line Items 7-8 or Bid Line Item 10 as needed. Consumable supplies including but not limited to lubricants, cleaners and compressed air are deemed incidental to the work and will not be compensated separately.
5. The Contractor shall provide repair service for repairs not covered under preventive maintenance or for equipment not listed herein, as requested by the Commissioner. The Contractor shall respond to requests for repair service within twenty-four (24) hours of written and/or verbal notification by the Commissioner or the Commissioner's authorized representative. The Commissioner will furnish the Contractor with the location and description of the equipment to be repaired. The name and phone number of a contact person at the location who will be available for arranging access to the equipment will be provided by the Commissioner at the time of such notification to the Contractor. Repair Service will be billed as follows:

Total number of labor hours spent to repair the equipment at the applicable rates set forth in Line Items 2 - 4 and 9 if needed; and, Cost of replacement parts, components, accessories, and materials used to repair the equipment, as set forth in Line Items 7-8 and 10 if

- The Contractor shall provide all labor, materials, tools, transportation, etc. necessary to perform the repair services specified herein. The Contractor shall be available to perform repair services twenty-four (24) hours per day, seven (7) days per week, unless otherwise requested by the Commissioner or the Commissioner's authorized representative.
- The Contractor, upon receipt of approval in the form of a purchase order release or verbal/email approval from the Commissioner in the case of Emergency Repair, shall proceed with the repairs.
- In the event of an emergency request, after the verbal and/or email notification, a purchase order release will be sent to the Contractor within three (3) business days.
- In the event that any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor shall prepare a written explanation of the condition of the equipment and recommended a method of corrective action to be taken.
- The CDA reserves the right to add and/or delete equipment or tasks as required during the term of this Contract.

After completion of any repair service, pursuant to 4.16 or 4.17, the Contractor is required to complete and submit a Work Report (See Exhibit 3 Contractor Work Report – Inspection Worksheet and Exhibit 4 (C) Contractor Work Report Example).

5.18. Non-Emergency Repair Proposals

The Contractor shall inspect the equipment and prepare a written repair proposal, for all repairs, replacement of major components which includes, but is not limited to, the following information:

- Contract number,
- Department, address, name and phone number of City contact person,
- Description of equipment (make, model, serial number),
- Date equipment picked-up from City, if applicable, date equipment returned to City, if applicable,
- Date equipment is to be repaired,
- Description of repair work required,
- Number of hours of labor required to repair the equipment and cost of labor using the applicable hourly rate(s) set forth in Line Item(s) 2-4 and/or Line Item 9,
- List of parts required to repair the equipment and the respective cost of each part after applying the discount in Line Item(s) 7 and/or 8, and/or Mark Up cost over Line Item 10,
- Cost to replace entire Unit,
- Name and signature of the Contractor's employees performing the work.

The Contractor, upon receipt of approval in the form of a purchase order release from an authorized representative of the Commissioner, shall proceed with the repairs. In the event that the cost to repair any piece of equipment exceeds fifty percent (50%) of the price to replace the entire unit, no work shall be performed on that equipment without the Commissioner's prior approval.

5.19. Working Hours

All scheduled PMS under this Contract, except emergency or overtime service, is to be performed during regular working hours, 6:00am - 6:00pm of regular working days Monday-Friday as directed by Commissioner. If, due to equipment operation or at the direction of the Commissioner, the work is to be scheduled at other than regular working hours, the Contractor must obtain approval of the Commissioner before performing the work. Under this Contract, the other than normal working hours are identified as overtime hours. There will not be additional compensation if PMS or PPMS is performed during premium or overtime hours.

5.20. Labor (BID LINE ITEMS 2-4)

Repairs, emergency repair services, replacements and new Installations under this Contract, shall be performed as directed by the Commissioner during the following hours:

- Straight Time Work hours are: 6:00 a.m. to 6:00 p.m., first eight (8) hours, Monday through Friday
- Overtime Work hours are: 6:01 p.m. through 5:59 a.m., after first eight (8) hours, Monday through Friday and all day Saturday.
- Premium Time Work hours are: Sundays and all day on specified holidays

The Contractor must be available, under this Contract, to provide services on a twenty-four (24) hour, seven (7) day per week basis. The Contractor must provide an emergency phone number to the Commissioner that can be reached twenty-four (24) hours seven (7) days a week.

The Commissioner, at its sole discretion, may require the Contractor to perform repairs during Straight, Overtime or Premium Time hours on the DXAC Equipment located at the Chicago Airport System. When directed by the Commissioner through purchase order release, the Contractor will furnish all tradesmen, replacement parts, accessories and materials, tools, equipment, machinery and services required to perform the Emergency Repairs (ER) and Non-Emergency Repairs (NER). The Contractor must be available to perform the repairs on twenty-four (24) hours a day, seven days a week basis. In response to an emergency call, the Contractor will be required to respond within one (1) hour after receiving the call, and be onsite within two (2) hours. The Commissioner will be the sole person to deem the need for Emergency Repair Services.

Upon arrival at the job site, the Contractor must report directly to the Department for verification of the start time and for any and all parts replacement and/or services to be performed. Compensation will be made for hours actually worked. For travel time to and from the Work site the Contractor will not be compensated. If the Contractor is called out to provide services for Work other than the Services required under Bid Line Item 1 during normal working hours, the Contractor will be guaranteed a minimum of four (4) hours of call out time at the hourly rates per Bid Line Item 2 on the Proposal Pages.

5.21. Air Flow Balancing (BID LINE ITEM 5)

As directed by the Commissioner, the Contractor shall provide Test and Balancing to assist in achieving the proper Cubic Feet per Minute, CFM's, of any unit that is not performing to its original specifications.

Upon arrival at the job site, the Contractor must report directly to the Department for verification of the start time and for any and all parts replacement and/or services to be performed. Compensation will be made for hours actually worked. For travel time to and from the Work site the Contractor will not be compensated. If the Contractor is called out to provide services, the Contractor will be guaranteed a minimum of four (4) hours of call out time at the hourly rate per Bid Line Item 5 on the Proposal Pages.

Testing and balancing should be performed in accordance with the Associated Air Balance Council recommended guidelines. Work will be performed during straight time hours Monday-Friday 6 am- 6 pm.

After completion of air flow testing and/or balancing, the Contractor is required to complete and submit a Work Report (see Exhibits 3 and 4 - Work Reports).

5.22. Update Equipment "As-Built" Records (BID LINE ITEM 6)

As part of this Contract, the Contractor must update the existing as-built record drawings, schematics, etc., that pertain to the operation of all equipment and controls. Whenever the Contractor makes a modification to the controls, the changes shall be recorded on updated "As-Built" drawings. The information shall include changes in operation set points, alarm status, range of operation and any updates to field components and upgrades provided by the control system manufacturer by way of product bulletins. The updates will be performed twice a year and be documented along with testing and maintenance reports required under this Contract. The cost of the twice a year updates shall be performed at the straight time rate submitted by the Contractor per Bid Line Item 6, of the Proposal Pages.

5.23. Repair Parts, Accessories and Materials (BID LINE ITEMS 7-8)

The Contractor may be directed, under this Contract, by the Commissioner to furnish necessary replacement parts, accessories and materials. In the event that the Contractor is requested to provide replacement parts, accessories, and materials, the Commissioner will determine the quantity, quality and type of materials required for the Work to be performed and will issue written sub-orders to the Contractor.

The Contractor will purchase the materials ordered and deliver them to the work site. The Commissioner will inspect the materials and, if not the quality or type ordered, the Contractor will be directed either to remove the materials or replace them with the quality and type ordered, without additional expense to the City. There will be no additional cost to the City for delivery.

After inspection of the materials and their acceptance by the Commissioner, the City will, upon receipt of delivery to the City location, assume the responsibility for the safekeeping and security of the materials. All materials purchased for the Work will become the property of the City.

The cost of any parts and new equipment purchased separately or in conjunction with repair services shall be based on a discount off or mark-up to the List Price, as quoted on the Proposal Pages, per BID LINE ITEMS 7 and 8.

In order to verify the price of any item to be purchased, the Contractor shall provide the City with the price list pages or print outs from the pricelist's Website address, where available, that will enable the City the ability to view the price list of the items purchased.

All costs associated with parts shall be included in the percentage discount off or mark-up to the Suggested List Price as quoted on the Proposal Page(s). The percentage discount off or mark-up shall include any and all peripheral costs (e.g. transportation, pick-up and delivery, guarantees, testing, inspection, reports, insurance, overhead and profit, etc.).

The City reserves the right to purchase the parts either in conjunction with labor or without labor, for installation by the City forces or by other Contractors. The City also reserves the right to obtain parts from its own stock or other sources, for installation by Contractor.

All parts from specified catalogs will be invoiced to the City at a price including the specified discount/mark-up as quoted in the Proposal Pages.

5.24. Allowance for Labor and Rental of Hoisting and Lift Equipment not included in Contract Bid Line Items 1 thru 6 (BID LINE ITEM 9)

At the Commissioner's discretion and direction if there is no other means to hoist equipment to a rooftop location (i.e., freight elevator, roof hatch) the Contractor may provide the necessary hoisting equipment to the City at their direct cost (no markup) under this allowance Line Item pursuant to the following requirements:

1. For hoisting equipment that the Contractor or its subcontractor does not own and which is listed in the RER Rental Rate Guide published by Rental Equipment Register, the Contractor will charge the lesser of the applicable rate as listed in the RER Rental Guide for the specified number of days the equipment is needed at the worksite or their actual cost of rental. The Contractor must include a copy of the RER rental guide page for each piece of equipment listing the pricing as well as a copy of the invoice from their equipment provider to substantiate their billing.
2. For hoisting equipment the Contractor and/or its subcontractor already own that is included in the RER Guide, the Contractor may charge based on the applicable monthly rate prorated to the number of days the equipment will actually be used on the worksite (dividing the monthly rate by 30.5 days to obtain a prorated daily rate). The Contractor must include a copy of the RER rental guide page for each piece of equipment.
3. For hoisting equipment needed (including equipment already owned by the Contractor or its subcontractor) but which is not listed in the RER Rental Rate Guide, the Contractor may charge the City no greater than the Contractor's actual net cost of rental. The Contractor must use its best efforts to obtain no less than three (3) quotes from qualified providers (where the request for quote is presented to each equipment provider under the same terms and conditions to rent the same equipment, in the same quantity, and within the same delivery time). The Contractor must then provide the hoisting equipment to the City at the lowest of the obtained quotes and must maintain complete records of all such transactions in an organized and professional manner. These records must be included with the Contractor's invoice in order to substantiate their cost as well as their compliance with the aforementioned requirements.

Please note the Contractor or subcontractor may elect to use its own equipment but can charge no more than the lowest rental quote they received.

4. Rental of hoisting equipment provided under this Contract must be at the most economical of daily, weekly, or monthly rates as applicable to each work assignment (and in consideration of work assignments being efficiently scheduled so that the rented piece can be used concurrent or subsequent to an existing work assignment). For example, in the event the Contractor rents hoisting equipment for use on another assignment and for which they are paying for an extended rental period, the Contractor may only charge the City the prorated fee for the equipment based on the number of days the equipment is being operated at the City work site.”
 1. Manufacturer representation when needed
 2. Any specialized testing as required such as Eddy Current Test, Vibration Testing, etc.
 3. Certification and/ or Repair of:
 - a) Control valves
 - b) Safety valves
 - c) Transmitters and sensors
 - d) And/or specialized valves
 4. Providing hoisting and lift equipment non incidental to the contract.
 5. Any needed structural modification to install/remove equipment

The Contractor must submit a detailed written proposal estimating labor and/or providing for hoisting and lift equipment for completion of the work to the Commissioner for review and if the proposal is accepted, the Commissioner will provide written approval to the Contractor. The Contractor’s proposal must be detailed and address the special requirements noted in the Commissioner’s request. Items that are inclusive to complete the work not covered by existing line items shall not be a higher unit price in detailed proposal than the cost of the work element covered within this Contract.

Upon written approval, the Contractor must proceed to complete that work not covered by a specific labor line item and will be compensated at five (5) percent over the Contractor’s cost of labor to complete the work. The Contractor must submit to the Commissioner certified payrolls for work completed by its forces, including subcontractors, with their invoice to allow processing of payment on the work.

At the Commissioner’s discretion and direction if there is no other means to hoist equipment to a rooftop location, (i.e., freight elevator, roof hatch) the Contractor may provide the needed hoisting equipment at their direct cost (no markup) to the City. The pricing shall be based on the lower of either the RER catalog- however, if the needed hoisting equipment is not listed in the RER then the Contractor must provide CDA with three quotes and utilize the lowest. If the lifting equipment is owned by the Contractor then the cost will be determined by the RER catalog. If the Contractor owned equipment is not listed in the RER, the Contractor must provide three quotes from other hoisting equipment providers to substantiate the price they are proposing to the City. The City will not pay more for Contractor owned equipment than the lowest quote obtained by the Contractor.

This line item can only be used when completing work related to this Contract and must be used only in conjunction with specified line items on the Contract. The cost of work under this line item may not exceed 10% of the cost of the job for which this line item is being used.

Work performed under this line item will be included in the actual value of the contract for purposes of MBE/WBE participation requirements.

A Contractor may not bid a lesser percentage markup on this line item. The dollar value of the allowance on the proposal page must be added to the Base Bid by the Contractor when completing the proposal pages.

Any work requiring payment of \$5,000 or more from this allowance shall additionally require approval of the Chief Procurement Officer. The Contractor is not entitled to any remaining balance from the Allowance upon completion or termination of the contract.

The accepted labor hours and/or hoisting equipment rental fee will be measured for full payment based on costs as provided in the Contractor's proposal and supported by invoices from their suppliers and/or subcontractors.

Bid value has been included on the proposal pages. Bidder is not to remove or change figure. The Contractor is not entitled to any remaining allowance at the conclusion of the contract.

5.25. Parts Not Included in Contract Line Items 7 and 8 at Mark Up Over Contractor's Cost (BID LINE ITEM 10)

1. All parts furnished by the Contractor for repair services and emergency repair services, as ordered and accepted by the Commissioner, will be billed by the Contractor at the marked-up costs as proposed on Bid Line Item 10 of the proposal pages. The percentage mark-up must not exceed eight percent (8%). The percentage mark-up will remain constant throughout the contract term and any extension periods that the City may elect to exercise.
2. All costs associated with supplying of parts for repair and emergency repair services are included in the mark up. The Contractor shall submit a proposal to the Commissioner for any Repair Work required. The Contractor shall not proceed with any repair work until authorized by the Commissioner in the form of a written Purchase Order Release unless the work is of an emergency nature and does not contain a part in excess of \$5,000, in which case the Commissioner may provide verbal approval to proceed with the emergency repair and then follow up with a written Purchase Order Release within three (3) calendar days of the emergency request.
3. In the event any individual part or component exceeds \$5,000 in Contractor's cost, the Contractor must obtain written authorization from both the Commissioner and Chief Procurement Officer prior to ordering the part. The Contractor must supply a written proposal to the Commissioner requesting such approval which must include documentation to show the Contractor's cost and contain multiple price quotes or in the case that multiple proposals are not possible to obtain, explain why only one supplier quote is being provided. The City approval will be in the form of a letter signed by both the Commissioner and Chief Procurement Officer listing the part and its approved price. The City will include a copy of this executed letter in its Purchase Order Release for that work.
4. Parts, components, refrigerant, assemblies and/or accessories furnished under this Contract must be genuine parts as manufactured or supplied by the Original Equipment Manufacturer (OEM) unless OEM replacement parts, components, assemblies and/or accessories are no longer available. All parts, components and/or assemblies furnished that are not OEM must be considered "Generic" and must be compatible and interchangeable with existing City-owned equipment.
5. Materials, replacement parts, components, refrigerant, and/or accessories will be invoiced by the Contractor at a mark-up over actual verifiable costs, paid by the Contractor to the Supplier. The Contractor will furnish with its bid the percentage mark-up.
6. The Contractor's cost for materials, replacement parts, components and/or accessories charged to the City cannot exceed any retail or commercially published price list or any price quoted to the City for the same or equal material, replacement part, component and/or accessory from a

bona fide supplier. The Contractor must provide invoices from their suppliers to substantiate pricing.

7. The Contractor's cost for materials, replacement parts, components and accessories, i.e. the actual price the Contractor paid for the specific materials, replacement parts, components and accessories must accompany the invoice sent to the Using Department in the form of an invoice from the Contractor's supplier to the contractor. However, if, for example, the Contractor's cost for materials, replacement parts, components and accessories purchased or used was part of a bulk purchase made by the Contractor for the Contractor's own inventory, then the Contractor must provide a copy of that bulk purchase invoice. When invoicing, the Contractor's cost billed to the City may include the part supplier's cost to have the item shipped from the part supplier to the Contractor's facility, however if the part is shipped directly to the Airport by the supplier the City will not pay the shipping cost.
8. The City reserves the right to buy parts, components and assemblies either with or without service to be installed by the City's employee's or other contractors.
9. It is the Contractor's responsibility to ensure the City is getting the most competitive price available for materials, replacement parts, components and/or accessories that the Contractor purchases or uses in conjunction with this Contract.

5.26. Work Reports – Exhibit 3 and Exhibit 4

After completion of Work, the Contractor shall complete and submit to the Commissioner a Work Report (See Exhibit 3, Contractor Work Report – Monthly Inspection Worksheet and Exhibit 4, Contractor Work Report Sample C) on a monthly basis and/or when work is performed). The Work Report shall include the following information:

- Department name and authorized representative placing the service call, including the date and time the call was made;
- Signature of the Commissioner, or Department designee;
- Service call response date and time, job site location(s);
- Description of Work performed at the job site, including service personnel names, labor hours worked, (straight and/or overtime) and total number of hours worked by each trade/service technician to complete the job;
- Cost breakdown itemizing new equipment installed and/or replacement parts installed, materials, and labor costs per job; and
- Warranty/Guarantee information for the replacement and/or repair parts, materials and labor provided.

The Work Report shall be submitted by the Contractor to the Commissioner as a condition for approval of payment by the Commissioner. The City will not be obligated to pay for unauthorized service calls or any invoices submitted for control parts, materials and/or services performed which cannot be verified by the City.

5.27. Timekeeping Procedures and Records

Daily time sheets must be signed by every Contractor's representative as he/she arrives at or leaves the H&R Plant. Weekly time sheets will be counter-signed by the engineer-in-charge of the H&R Plant and a copy of the weekly time sheet will be given to the Contractor's representative. A copy of the weekly time sheet countersigned by the Chief Operating Engineer of the H&R Plant must be attached and submitted with each invoice submitted to the Commissioner for payment. When the invoices are received, the Contractor's weekly time sheets will be compared with copies of the daily time sheets kept on the City's records. See Exhibit 5, Contractor Sign-In Sheet.

5.28. Delivery and Performance of Services

Deliveries of materials and parts will be made by the Contractor at any point within the City at no charge to the City, regardless of the purchase order release between the hours of 8:00 a.m., and 4:00 p.m., Monday through Friday, excluding Sundays or any legal holidays unless needed for emergency repairs.

5.29. Temporary Barricades

The Contractor must, at all times, during the performance of the work on the air conditioning machines and associated parts, provide and maintain suitable temporary barricades, signs, enclosures and lights necessary for the public safety; at no additional cost to the City. Before starting the work, the Contractor will be required to obtain the Commissioner's approval regarding quality, type and finish required on the barricade units to be provided by the Contractor.

5.30. Responsibilities of the City

The City will designate representatives in its employ to receive instructions from the Contractor or Contractor's representative in the operation of the equipment and in providing normal lubrication of the equipment as specified hereinbefore and to perform other functions, as stipulated under "Work Not Included in this Contract".

The City will operate the equipment in accordance with the manufacturer's instructions and notify the Contractor promptly of any change in usual or normal operating conditions.

The City will provide convenient access to the Contractor to the equipment and make the equipment available for the scheduled maintenance. The Contractor will notify the City within five (5) working days in advance of a scheduled maintenance visit.

The City will make available light, heat, water and electrical power for the work required under this Contract, at no cost to the Contractor.

5.31. Work Not Included in this Contract

This Contract does not cover the following:

1. Normal daily function of operating the systems, including starting and/or stopping of equipment.
2. Systems (piping or otherwise), not directly involved in the functioning of the equipment.

5.32. Trade Name

In case where an item is identified by a manufactures name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an equal unless the proposed "equal" is definitely indicated therein by the bidder.

Reference to a specific manufacturer, trade name or catalog is intended to be descriptive nut not restrictive and only to indicate to the prospective bidder items that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of the Proposal exactly what it proposes to furnish or forwards with the bid a cut illustration or other descriptive matter which will clearly indicate the character of the item covered by the bid.

The Chief Procurement Officer hereby reserves the right to approve as an equal or to reject as not being an equal; any item the bidder proposes to furnish which contains major or minor variations from specifications requirements but which may comply substantially therewith.

5.33. Out of Service Equipment

During the term of this Contract, various pieces of equipment may be taken out of service by the Department of Aviation. This out of service condition may occur due to a change in operation of the equipment or facility or due to on-going airport construction. If a piece of equipment is taken out of service and does not require the Preventive Maintenance Services, The Chief Operating Engineer will inform the Contractor in writing of such action; additionally, the Contractor shall inform CDA if any equipment or system is out of service. For the time that the equipment is out of service, the Contractor will deduct the cost of the

Preventive Maintenance Service for this equipment from its monthly invoice. The Contractor only will start Preventive Maintenance Service to the equipment when it is placed back into service and only after receiving written direction from the Chief Operating Engineer. The cost of deduction will be based on the applicable line item prices quoted by the Contractor in the Proposal Pages. The Contractor must complete the Bid Line Item 1 Pricing Worksheet (See Exhibit 2) as part of its bid and submit these pages with its bid to the City. The Bid Line Item 1 Pricing Worksheet will be used as a basis for the cost deduction and/or adjustment. Removal of equipment either permanently or temporarily will not require a formal contract modification.

5.34. Warranty

The Contractor hereby warrants for a period of one year from the date of final acceptance by the City, all repair services, and that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period shall commence on the first day the unit is placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period shall prevail. Exceptions to this warranty shall be damage or loss due to theft, vandalism, accidental occurrences outside the Contractor's control.

5.35. Facility Convenience

All Work performed under this Contract shall 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 shall be 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 that any type of operation constitutes a nuisance, the Contractor shall immediately proceed to remedy the nuisance and conduct its operations in an approved manner.

The Commissioner may, at any time, require compliance with additional provisions if such are deemed necessary for public safety and convenience.

5.36. Clean Up

The Contractor shall, during the progress of Work, remove and legally dispose off-site 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 (See Exhibit 8 - Contractor's Affidavit). Upon completion of the Work, the Contractor shall remove all materials, tools, and machinery and restore the site to the same general condition that existed prior to the commencement of its operation, all to the satisfaction of the Commissioner.

5.37. Protection of Work, Damages and Repairs

The Contractor shall provide protection for all uncompleted Work under this Contract until the entire Work has been completed and accepted by the City.

The Contractor shall 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 negligence, or carelessness on the part of the Contractor or its employees, or on the part of the Contractor's subcontractor(s) or its employees. However, the Contractor shall first immediately notify the Commissioner, or the Commissioner's authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

5.38. Quality of Repair Service

It is the intent, under this Contract, to secure high-class workmanship in all respects to the satisfaction of the Commissioner.

Any imperfect Work, defective workmanship, substandard materials, improper performance that may be discovered before or after the final acceptance of the Work must be corrected by the Contractor immediately. The inspection of the Work shall not relieve the Contractor of any of its obligations to perform proper and satisfactory Work. In addition, all mechanical and electrically operated equipment furnished and

installed under the various items of this Contract shall be given such operating tests as are necessary to demonstrate that the equipment is in satisfactory operating condition and adjustment prior to the start of any operational test required by this Contract.

All preventive maintenance, repair services, replacement of major components performed under this Contract shall be performed by competent personnel, thoroughly trained and certified by the manufacturer or a nationally recognized institution or organization, where applicable. All Work under this Contract must be performed in a workmanlike manner; using industry accepted practices and established manufacturer's procedures. The equipment repaired shall be returned to its original intended operating function. All unsatisfactory repairs shall be corrected by the Contractor at no expense to the City.

5.39. Exceptions

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

5.40. Notices from Contractor

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

Commissioner of Aviation
O'Hare International Airport
10510 Zemke Road, Bldg. 400
Chicago, IL 60666

With Copies to:

Chief Procurement Officer
City Hall, Room 806
121 North LaSalle Street
Chicago, IL 60602

If to the Contractor:

Notices delivered by mail will be deemed effective three (3) calendar days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.



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 COMMODITIES OR SERVICES CONTRACTS

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

6.1. Policy and Terms

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

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

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
16.9%	4.5%

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

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

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

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

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

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

6.2. Definitions

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

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

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

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

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

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"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.

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

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

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

"Minority 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.

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

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

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

6.3. Joint Ventures

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

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

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

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and

- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

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

6.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

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

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- 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, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its

affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

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

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

6.5.1. Direct / Indirect Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

- Project identification and location;
- Classification/commodity of work items for which quotations were sought;
- Date, item and location for acceptance of subcontractor bid proposals;
- Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
 - not imposing any limiting conditions which were not mandatory for all subcontractors;
 - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.5.2. Assist Agency Participation in waiver/reduction requests

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

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

6.5.3. Impracticability

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

The requirements set forth in these Regulations (this subsection **Error! Reference source not found.** "**Error! Reference source not found.**") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

6.6. Procedure to Determine Bid Compliance

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

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

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors.

The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

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

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section Error! Reference source not found., "Error! Reference source not found." above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

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

the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

6.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

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

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

6.8.2. Procedure for Requesting Approval

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

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.

- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in 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, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

6.10. Arbitration

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

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

6.11. 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.

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
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Attachment A – Assist Agency List (Rev. Sept 2016)

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.

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

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: valerie@blackcontractorsunited.com Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: grodriguez@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomscd.org Web: www.chicagomscd.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: jvellinga@cwit2.org Web: www.chicagowomenintradess2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbusiness.net Web: www.ihccbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: LarryIvory@IllinoisBlackChamber.org / vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>South Shore Chamber, Inc. * 1750 E. 71st Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: twertz@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

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

RETURN RECEIPT REQUESTED

(Date)

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

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

Dear _____:

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

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

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

Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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)

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	Firm	Name of Non-MBE/WBE Partner
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-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

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

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____
(Name of Prime Consultant/Contractor)

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%
Total Participation % _____

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

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

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20 ____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

ARTICLE 7. INSURANCE REQUIREMENTS

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

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

7.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than

\$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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 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.

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

7.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$10,000,000 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 airside and \$2,000,000 for landside with the same terms herein.

7.1.4. Builders Risk/Installation

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

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

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tool and supplies) owned, rented or used by Contractor.

7.1.5. Professional Liability

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

7.1.6. Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the

Contract scope of services with limits of not less than \$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 on a primary, non-contributory basis.

7.1.7. Valuable Papers

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

7.2. Additional Requirements

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, 60602, and Department of Aviation, 10510 W. Zemke Road, 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute 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 shall 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. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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. Contractors must ensure that the City is an additional insured on the insurance required from subcontractors.

If Contractor or subcontractor desires 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.

ARTICLE 8. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

8.1. 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.

8.2. Online EDS Web Link

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

8.3. 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: _____

8.4. 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.

8.5. 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.

8.6. 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

8.7. 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 rmail.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 9. PROPOSAL PAGES

Proposal page(s) follow.

Remainder of page intentionally blank.

City of Chicago
 Catalog RFQ - No Group Lines

PU0851

RFQ Header Information

Please Respond By 12/1/2016
 RFQ Number 5009
 Ship To Location 085-1005 O'HARE
 For More Information Please Contact JEZIEEL CORTES 312-744-9842

Your Quote is Effective as of 12/1/2016
 Special Instructions
 RFQ Description New Installation of Direct Expansion Air Conditioning (DXAC) for O'Hare Int'l Airport
 RFQ Status Active

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type WORK SERV-AVIATION
 Target Market NO
 Advertise Date
 WEB BID Edit Rules ALL

Specification 132831
 Procurement Type
 Bid Deposit Required NO

Compliance Officer

Compliance Type Description

Compliance Type Description	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	16.90 %
Women Owned Business Enterprise	Target Percentage Rate	4.50 %

City of Chicago
 Catalog RFQ - No Group Lines

PU0851

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog #/ID, Date and Mfr.	Comments
1	Work Services	9103660175	91036	MAINTENANCE OF THE DIRECT EXPANSION AIR-CONDITIONING EQUIPMENT - LABOR, SUPERVISION, CONSUMABLES, TOOLS AND EQUIPMENT REQUIRED TO PERFORM PREVENTIVE MAINTENANCE SERVICES PER YEAR AS CALCULATED IN EXHIBIT 2, LINE ITEM 1 PRICING WORK SHEET	Year	5	\$	(N/A)	\$	(N/A)	
2	Work Services	9103660100	91036	REPAIR OF DIRECT EXPANSION AIR-CONDITIONING EQUIPMENT - SERVICEMAN FITTER, STRAIGHT TIME	Hour	10800	\$	(N/A)	\$	(N/A)	
3	Work Services	9103660110	91036	REPAIR OF DIRECT EXPANSION AIR-CONDITIONING EQUIPMENT - SERVICEMAN FITTER, OVERTIME	Hour	400	\$	(N/A)	\$	(N/A)	
4	Work Services	9103660120	91036	REPAIR OF DIRECT EXPANSION AIR-CONDITIONING EQUIPMENT - SERVICEMAN FITTER, PREMIUM TIME	Hour	180	\$	(N/A)	\$	(N/A)	
5	Work Services	9103660105	91036	REPAIR OF DIRECT EXPANSION AIR-CONDITIONING EQUIPMENT - AIR FLOW BALANCING OF THE DIRECT EXPANSION AIR-CONDITIONING EQUIPMENT - BALANCER, STRAIGHT TIME	Hour	100	\$	(N/A)	\$	(N/A)	
6	Work Services	9103660115	91036	REPAIR OF DIRECT EXPANSION AIR-CONDITIONING EQUIPMENT - AS-BUILT RECOND UPDATE, STRAIGHT TIME	Hour	100	\$	(N/A)	\$	(N/A)	
7	Catalog Line	91036 92	91036 92	MAJOR COMPONENT AND REPAIR PARTS AT A DISCOUNT FROM LIST PRICE, SOUTHSIDE CATALOG, LATEST VERSION	Discount From List	\$ 400000	(N/A)	\$			
8	Catalog Line	91036 93	91036 93	MAJOR COMPONENT AND REPAIR PARTS AT A DISCOUNT FROM LIST PRICE, G & O THERMAL SUPPLY CATALOG, LATEST VERSION	Discount From List	\$ 400000	(N/A)	\$			
9	Catalog Line	91036 01	91036 01	ALLOWANCE FOR LABOR NOT INCLUDED IN CONTRACT LINE ITEMS 1 THRU 6	Allowance	\$ 100000	(N/A)	\$ 100000		(N/A)	
10	Catalog Line	91036 02	91036 02	PARTS NOT INCLUDED IN CONTRACT LINE ITEMS 7 AND 8 AT MARK UP OVER CONTRACTOR'S COST	Mark Up	\$ 50000	(N/A)	\$			

Total Price \$

ARTICLE 10. BIDDER CONTACT INFORMATION

Person to contact regarding bid:

Name: _____ Phone: _____

Address: _____

Indicate if you are:

Manufacturer: YES _____ NO _____

Exclusive dealer/distributor/reseller*: YES _____ NO _____

Authorized dealer/distributor/reseller*: YES _____ NO _____

* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: _____

Address: _____

Phone: (_____) _____

Location of facility where inventory maintained: _____

Bid Line: _____

Proposed Manufacturer and Model Number: _____

Exceptions (explain): _____

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 2%, 4%, or 6%, 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. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. 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. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
 2% Bidder is a City-based business.
 4% Bidder meets 2% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.
 6% Bidder meets 4% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
2. 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
3. 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. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? _____(for 4% and 6% preferences only)
8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? _____ (for 6% preference only)
9. Total number of full-time regular employees employed at all locations worldwide? _____
10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

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 (Sign): _____ Date: _____

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)

Bidder's Commitment to Provide Locally Manufactured Goods Affidavit

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____ Specification #: _____
2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
 25% to 49%-- 1% incentive 50% to 74%-- 1.5% incentive 75% or greater-- 2% incentive

3. Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

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)

LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract Title: _____ Specification #: _____
Bidder/Contractor Name: _____
2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? () Yes () No
3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

4. Describe the manufacturing activities carried out at the location listed above: _____

5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:
Item: _____ Production steps: _____ % of value
Item: _____ Production steps: _____ % of value
6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor 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 Manufacturer: _____
(Print or Type)

Signature of Manufacturer 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)

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 Alternately 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 Alternately 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)

VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES 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 Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?
() Yes () No If Yes, skip to #5 below.
2. Is bidder an "eligible joint venture" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?
() Yes () No
3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?
() Yes () No
4. 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
5. Is the veteran-owned business identified in either #1 or #4 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
6. If the answer to # 5 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
7. If qualifying as a veteran-owned business under the requirements of #6 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.

8. List City of Chicago business license(s) held. If none are required, indicate "none required": _____
9. Provide address of the veteran-owned business, including the County in which it is located. _____

County: _____

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.

BIDDER MUST COMPLETE THE APPLICABLE SIGNATURE LINE(S) ON THE FOLLOWING PAGE.

Veteran-Owned Small Local Businesses AND ELIGIBLE JOINT VENTURES Affidavit – SIGNATURE PAGE

Required Signature for All Applicants

Name of Veteran-Owned Business: _____

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____

(Signature)

Title of Signatory: _____

(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

Name of Joint Venture (for eligible joint ventures only): _____

(Print or Type)

Name of SBE (for eligible joint ventures only): _____

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): _____

(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)

MENTORING PROGRAM BID PREFERENCE AFFIDAVIT

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago ("MCC") is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference 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.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

Contract title: _____

Specification #: _____

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO 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)

ARTICLE 11. EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

11.1. 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: _____

11.2. 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)

11.3. 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)

11.4. 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)

11.5. Bid Acceptance by City

Contract No.: _____

Specification No.: _____

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

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

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

Exhibit 1: 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 <input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				CSL Per Occurrence \$ _____ Each Occurrence \$ _____
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker=s compensation and professional liability, will read: 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: _____

Exhibit 2: Bid Line Item #1 Pricing Worksheet

Item	Item Description	Location	QTY	Annual Maintenance Cost Per Unit/Inspection	Total Inspection Cost
		Terminal One			
1	Self-Contained Unit	Terminal 1 Elevator Machine Room for ELV 023/024	1		
		Terminal Two			
2	Self-Contained Unit	Terminal 2 ATS Platform (DX-24601) UPS Room	1		
3	Self-Contained Unit	OPS Tower Radio Equipment Room Tower Basement	1		
4	Fan Units With Remote Condenser	Terminal 2 by Gate F11 Col. FS/64 (DX-215L01)	1		
		Terminal Three			
5	Self-Contained Unit	Terminal 3 ATS Platform (DX-34601) UPS Room	1		
6	Self-Contained Unit	Terminal 3 H14 UPS Room TSA Air Canada Bag Room	3		
7	Fan Units With Remote Condenser	Terminal 3 H15 Ramp Level (Mitsubishi)	2		
8	Self-Contained Unit	Terminal 3 H2 Ready Room	1		
9	Self-Contained Unit, Liebert Units (Not Used)	Terminal 3 Radio Room by L3 (Not Used as of 4/8/2015). ***Preventive maintenance to be performed once a year***.	3		
10	Fan Units With Remote Condenser	Terminal 3 K6 BTP Ramp used for AHU S7	1		
11	Fan Units With Remote Condenser	Terminal 3 L-Concourse Computer Room Office for the PC Air by L6/L7	1		
		Rotunda			
12	Self-Contained Unit	Rotunda Engineers' Offices	2		
		Parking Structure / CTA Level / Basement			
13	Self-Contained Unit	Under Parking Structure - Outreach/Haymarket Center CTA Level Bldg 410	1		
14	Self-Contained Unit	Under Parking Structure - OCC Basement Bldg 410 UPS Room	2		
15	Self-Contained Unit	Under Parking Structure - Plumbing Shop CTA Level Parking Basement Bldg	2		

Item	Item Description	Location	QTY	Annual Maintenance Cost Per Unit/Inspection	Total Inspection Cost
16	Self-Contained Unit	Under Parking Structure - CTA Police Lockup CTA Level Parking Basement Bldg	1		
17	Self-Contained Unit	Under Parking Structure - Engineers' Office Parking Basement Bldg	1		
18	Self-Contained Unit, Liebert Units	Under Parking Structure - OCC Basement Bldg 410	4		
19	Fan Units With Remote Condenser	Under Parking Structure New ID Badging Bldg 412 Basement (AC-412B01A)	1		
20	Self-Contained Unit	Roof of Parking Elevator Center 5 Radio Equipment Room	2		
21	Self-Contained Unit	Roof of Parking Elevator Center 3 Radio Equipment Room	2		
22	Self-Contained Unit	Computer DNC Room, DNC4-Bldg 412 Level 1 (PC6) Column 35G	1		
		H&R Plant			
23	Self-Contained Unit	Heating & Refrigeration H&R Plant, Bldg 450 (Watch ACOE Office and Cold Side A)	2		
24	Fan Units With Remote Condenser	Heating & Refrigeration H&R Plant, Bldg 450 (Fitters Shop ground level and Electric Shop basement)	2		
		Airport Wide / Outlying Buildings			
25	Fan Units With Remote Condenser	Taxi Cab Starter Building, CVHA Bldg 524	1		
26	Self-Contained Unit	Cab Starter Booths Bldg 524 CVHA	2		
27	Self-Contained Unit	Cab & Livery Starting Booths - All Terminals	14		
28	Self-Contained Unit	Guard Post Booths - Airport Wide	36		
29	Self-Contained Unit	A.R.F.F. Fire Rescue #3 Bldg 475	1		
30	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #3 Bldg 475	1		
31	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #1 Bldg 602	1		
32	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #4 Bldg 701	2		
33	Self-Contained Unit	A.R.F.F. Rescue #2 Bldg 702	1		
34	Fan Units With Remote	A.R.F.F. Fire Rescue #2 Bldg 702	2		

Item	Item Description	Location	QTY	Annual Maintenance Cost Per Unit/Inspection	Total Inspection Cost
	Condenser				
35	Self-Contained Unit	A.R.F.F. Training Control Center Bldg 704	1		
36	Fan Units With Remote Condenser	A.R.F.F. Training Control Center Bldg 704	2		
37	Fan Units With Remote Condenser	A.R.F.F. Training Simulator Bldg 711	2		
38	Self-Contained Unit	Radio Shop Bldg 701 (including 2 in Trailer)	3		
39	Fan Units With Remote Condenser	Radio Shop Bldg 701	1		
40	Self-Contained Unit	AMC, Fuel Farm & Deicer Shack, Bldgs 502, 505 & 507	23		
41	Fan Units With Remote Condenser	Auto Maintenance Complex, AMC Bldg 502	2		
42	Fan Units With Remote Condenser	Airport Maintenance Building, AMB Bldg 891	16		
43	Self-Contained Unit	Airport Maintenance Building, AMB Bldg 891	17		
44	Fan Units With Remote Condenser	South Lighting Vault Bldg 607	3		
45	Self-Contained Unit	Computer DNC Room (DNC10-Bldg 607 SLV Bldg 607)	1		
46	Self-Contained Unit	North Lighting Vault Bldg 721	1		
47	Fan Units With Remote Condenser	Mixed Use Bldg 521 (formerly Signature Bldg)	2		
48	Fan Units With Remote Condenser	ATS Remote Parking Station Bldg 563	3		
49	Fan Units With Remote Condenser	Airport Administrative AAB Bldg 804	10		
50	Fan Unit With Remote Condenser Liebert Unit	Airport Administrative AAB Bldg 804 (Ground Level IT/Server Room)	1		
51	Fan Units With Remote Condenser (including 3 Liebert units on the roof)	Safety & Security Bldg 850	7		
52	Fan Units With Remote Condenser	South Basin Pump Station Bldg 900	1		

Item	Item Description	Location	QTY	Annual Maintenance Cost Per Unit/Inspection	Total Inspection Cost
53	Fan Units With Remote Condenser	Central Basin Pump Station Bldg 928	1		
54	Self-Contained Unit	North Basin Pump Station Bldg 957	2		
55	Fan Units With Remote Condenser	Domestic Water Booster Pump Station Bldg 998	1		
56	Spot Coolers, Preventive maintenance to be performed once a year in April)	Terminal 1, 2, 3. ***Preventive maintenance to be performed once a year in April***.	6		
57	Spot Coolers, Preventive maintenance to be performed once a year in April)	Airport Administrative AAB Bldg 804 (UPS Rooms), ***Preventive maintenance to be performed once a year in April***.	17		
58	Self-Contained Unit	Post 1 Fixed Unit on the side of the building – Network Hub Structure (heating and cooling)	2		
59	Self-Contained Unit	Post 2 Window Unit – Network Hub Structure (heating and cooling)	1		
60	Self-Contained Unit	Post 2A Bldg 792 Window Unit –Network Hub Structure (heating and cooling)	1		
61	Self-Contained Unit	Post 4A Window Unit –Network Hub Structure (heating and cooling)	1		
62	Self-Contained Unit	Post 5 Bldg 615 Window Unit –Network Hub Structure (heating and cooling)	1		
63	Self-Contained Unit	Post 12 Bldg 834 Window Unit –Network Hub Structure (heating and cooling)	1		
64	Self-Contained Unit	Snow Tunnel Fixed Unit on the side of the building Marvair – Network Hub Structure (heating and cooling)	1		
65	Self-Contained Unit	Snow Tunnel Extension South Cargo Lift Station Fixed Unit on the side of the building Marvair – Network Hub Structure (heating and cooling)	1		
		Total Number of Units (including spot coolers)	232		

Annual Total Cost of Preventive Maintenance \$ _____

Note: The bidder shall insert the Annual Total Cost of Preventive Maintenance in the unit price column of Line Item 1 of the Proposal Pages.

Exhibit 3: Contractor Work Report-Inspection Worksheet
(must be submitted with invoice for payment)

Item	Item Description		QTY	Inspection (PM) Date	Technician Name / Signature	Comments
		Terminal One				
1	Self-Contained Unit	Terminal 1 Elevator Machine Room for ELV 023/024	1			
		Terminal Two				
2	Self-Contained Unit	Terminal 2 ATS Platform (DX-24601) UPS Room	1			
3	Self-Contained Unit	OPS Tower Radio Equipment Room Tower Basement	1			
4	Fan Units With Remote Condenser	Terminal 2 by Gate F11 Col. FS/64 (DX-215L01)	1			
		Terminal Three				
5	Self-Contained Unit	Terminal 3 ATS Platform (DX-34601) UPS Room	1			
6	Self-Contained Unit	Terminal 3 H14 UPS Room TSA Air Canada Bag Room	3			
7	Fan Units With Remote Condenser	Terminal 3 H15 Ramp Level (Mitsubishi)	2			
8	Self-Contained Unit	Terminal 3 H2 Ready Room	1			
9	Self-Contained Unit, Liebert Units (Not Used)	Terminal 3 Radio Room by L3 (Not Used as of 4/8/2015). ***Preventive maintenance to be performed once a year***.	3			
10	Fan Units With Remote Condenser	Terminal 3 K6 BTP Ramp used for AHU S7	1			
11	Fan Units With Remote Condenser	Terminal 3 L-Concourse Computer Room Office for the PC Air by L6/L7	1			
		Rotunda				
12	Self-Contained Unit	Rotunda Engineers' Offices	2			
		Parking Structure / CTA Level / Basement				
13	Self-Contained Unit	Under Parking Structure - Outreach/Haymarket Center CTA Level Bldg 410	1			

Item	Item Description		QTY	Inspection (PM) Date	Technician Name / Signature	Comments
14	Self-Contained Unit	Under Parking Structure - OCC Basement Bldg 410 UPS Room	2			
15	Self-Contained Unit	Under Parking Structure - Plumbing Shop CTA Level Parking Basement Bldg	2			
16	Self-Contained Unit	Under Parking Structure - CTA Police Lockup CTA Level Parking Basement Bldg	1			
17	Self-Contained Unit	Under Parking Structure - Engineers' Office Parking Basement Bldg	1			
18	Self-Contained Unit, Liebert Units	Under Parking Structure - OCC Basement Bldg 410	4			
19	Fan Units With Remote Condenser	Under Parking Structure New ID Badging Bldg 412 Basement (AC-412B01A)	1			
20	Self-Contained Unit	Roof of Parking Elevator Center 5 Radio Equipment Room	2			
21	Self-Contained Unit	Roof of Parking Elevator Center 3 Radio Equipment Room	2			
22	Self-Contained Unit	Computer DNC Room, DNC4-Bldg 412 Level 1 (PC6) Column 35G	1			
		H&R Plant				
23	Self-Contained Unit	Heating & Refrigeration H&R Plant, Bldg 450 (Watch ACOE Office and Cold Side A)	2			
24	Fan Units With Remote Condenser	Heating & Refrigeration H&R Plant, Bldg 450 (Fitters Shop ground level and Electric Shop basement)	2			
		Airport Wide / Outlying Buildings				
25	Fan Units With Remote Condenser	Taxi Cab Starter Building, CVHA Bldg 524	1			
26	Self-Contained Unit	Cab Starter Booths Bldg 524 CVHA	2			
27	Self-Contained Unit	Cab & Livery Starting Booths - All Terminals	14			

Item	Item Description		QTY	Inspection (PM) Date	Technician Name / Signature	Comments
28	Self-Contained Unit	Guard Post Booths - Airport Wide	36			
29	Self-Contained Unit	A.R.F.F. Fire Rescue #3 Bldg 475	1			
30	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #3 Bldg 475	1			
31	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #1 Bldg 602	1			
32	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #4 Bldg 701	2			
33	Self-Contained Unit	A.R.F.F. Rescue #2 Bldg 702	1			
34	Fan Units With Remote Condenser	A.R.F.F. Fire Rescue #2 Bldg 702	2			
35	Self-Contained Unit	A.R.F.F. Training Control Center Bldg 704	1			
36	Fan Units With Remote Condenser	A.R.F.F. Training Control Center Bldg 704	2			
37	Fan Units With Remote Condenser	A.R.F.F. Training Simulator Bldg 711	2			
38	Self-Contained Unit	Radio Shop Bldg 701 (including 2 in Trailer)	3			
39	Fan Units With Remote Condenser	Radio Shop Bldg 701	1			
40	Self-Contained Unit	AMC, Fuel Farm & Deicer Shack, Bldgs 502, 505 & 507	23			
41	Fan Units With Remote Condenser	Auto Maintenance Complex, AMC Bldg 502	2			
42	Fan Units With Remote Condenser	Airport Maintenance Building, AMB Bldg 891	16			
43	Self-Contained Unit	Airport Maintenance Building, AMB Bldg 891	17			
44	Fan Units With Remote Condenser	South Lighting Vault Bldg 607	3			
45	Self-Contained Unit	Computer DNC Room (DNC10-Bldg 607 SLV Bldg 607	1			
46	Self-Contained Unit	North Lighting Vault Bldg 721	1			
47	Fan Units With	Mixed Use Bldg 521 (formerly	2			

Item	Item Description		QTY	Inspection (PM) Date	Technician Name / Signature	Comments
	Remote Condenser	Signature Bldg)				
48	Fan Units With Remote Condenser	ATS Remote Parking Station Bldg 563	3			
49	Fan Units With Remote Condenser	Airport Administrative AAB Bldg 804	10			
50	Fan Unit With Remote Condenser Liebert Unit	Airport Administrative AAB Bldg 804 (Ground Level IT/Server Room)	1			
51	Fan Units With Remote Condenser (including 3 Liebert units on the roof)	Safety & Security Bldg 850	7			
52	Fan Units With Remote Condenser	South Basin Pump Station Bldg 900	1			
53	Fan Units With Remote Condenser	Central Basin Pump Station Bldg 928	1			
54	Self-Contained Unit	North Basin Pump Station Bldg 957	2			
55	Fan Units With Remote Condenser	Domestic Water Booster Pump Station Bldg 998	1			
56	Spot Coolers, Preventive maintenance to be performed once a year in April)	Terminal 1, 2, 3. ***Preventive maintenance to be performed once a year in April***.	6			
57	Spot Coolers, Preventive maintenance to be performed once a year in April)	Airport Administrative AAB Bldg 804 (UPS Rooms), ***Preventive maintenance to be performed once a year in April***.	17			
58	Self-Contained Unit	Post 1 Fixed Unit on the side of the building – Network Hub Structure (heating and cooling)	2			
59	Self-Contained Unit	Post 2 Window Unit – Network Hub Structure (heating and cooling)	1			
60	Self-Contained Unit	Post 2A Bldg 792 Window Unit – Network Hub Structure (heating and cooling)	1			
61	Self-Contained Unit	Post 4A Window Unit –Network	1			

Item	Item Description		QTY	Inspection (PM) Date	Technician Name / Signature	Comments
		Hub Structure (heating and cooling)				
62	Self-Contained Unit	Post 5 Bldg 615 Window Unit – Network Hub Structure (heating and cooling)	1			
63	Self-Contained Unit	Post 12 Bldg 834 Window Unit – Network Hub Structure (heating and cooling)	1			
64	Self-Contained Unit	Snow Tunnel Fixed Unit on the side of the building Marvair – Network Hub Structure (heating and cooling)	1			
65	Self-Contained Unit	Snow Tunnel Extension South Cargo Lift Station Fixed Unit on the side of the building Marvair – Network Hub Structure (heating and cooling)	1			
		Total Number of Units (including spot coolers)	232			

CONTRACTOR SUPERVISOR _____ SIGNATURE _____ DATE _____

T1 CDA ACOE NAME _____ SIGNATURE _____ DATE _____

T2 CDA ACOE NAME _____ SIGNATURE _____ DATE _____

T3 CDA ACOE NAME _____ SIGNATURE _____ DATE _____

T5 CDA ACOE NAME _____ SIGNATURE _____ DATE _____

H&R CDA ACOE NAME _____ SIGNATURE _____ DATE _____

OB CDA ACOE NAME _____ SIGNATURE _____ DATE _____

Exhibit 5: Contractor Sign-In Sheet

DATE	EMPLOYEE NAME	TIME OF ARRIVAL	TIME OF DEPARTURE	TOTAL HOURS	LOCATION & AREA	SIGNATURE

EQUIPMENT DATA SHEETS (A)

Self-Contained Unit

BUILDING _____

LOCATION _____

OLD UNIT _____

NEW UNIT _____

MANUFACTURER _____

MODEL _____

SERIAL _____

SIZE (BTU) _____

WATTS _____

VOLTS/PHASE/HERTZ _____

H.P. _____

AMPS _____

F.L. AMPS _____

L.R. AMPS _____

REFRIGERANT _____

REMARKS _____

EQUIPMENT DATA SHEETS (B)

Fan Unit With Remote Condenser Unit

BUILDING _____

LOCATION _____

OLD UNIT NO. _____

NEW UNIT NO. _____

FAN UNIT

MANUFACTURER _____

STYLE _____

MOTOR/MANUFACTURER _____

H.P. _____

AMPS _____

CONDENSER UNIT

MANUFACTURER _____

STYLE _____

FAN

QUANTITY _____

H.P. _____

AMPS _____ F.L. AMPS _____ L.R. AMPS _____

COMPRESSOR

QUANTITY _____

MODEL _____

H.P. _____

AMPS _____ F.L. AMPS _____ L.R. AMPS _____

REMARKS _____

Exhibit 7: Equipment Maintenance Checklist

EQUIPMENT MAINTENANCE CHECKLIST

CONTRACTOR _____
 UNIT NO. _____
 DATE _____
 TECHNICIAN _____
 OUTDOOR AIR TEMP. _____

SELF-CONTAINED UNITS

TYPE OF INSPECTION

SU STARTUP OP OPERATING SD SHUTDOWN

DATA RECORDING SCHEDULE

S U	OP	SD
X	X	X*
X	X	
X	X	
X	X	
X	X	

DATA TO BE RECORDED

1. Temperature of area served by equipment _____
2. Unit evaporator discharge air temperature _____
3. Unit condenser discharge air temperature _____
4. Operating volts _____
5. Operating amps _____

EQUIPMENT CHECKING SCHEDULE

S U	OP	SD
X	X	X
		X
		X
		X
X	X	X
X		X
X	X	X

EQUIPMENT ITEMS TO BE CHECKED
 NOTE EQUIPMENT CONDITION

1. Air filter (clean or replace as required) _____
2. Evaporator coil (clean as required) _____
3. Condenser coil (clean as required) _____
4. Heat coil (as applicable) _____
5. Controls _____
-
6. Refrigerant leakage _____
7. General condition _____

RECOMMENDATIONS _____

REPAIRS PERFORMED _____

BUILDING ENGINEER _____

 Engineer

DATE _____

AUTHORIZED SIGNATURE _____

 Assistant Chief Engineer

DATE _____

*Record temperature only on units which provide heating.

EQUIPMENT MAINTENANCE CHECKLIST

(Continued)

CONTRACTOR _____

UNIT NO. _____

DATE _____

TECHNICIAN _____

OUTDOOR AIR TEMP. _____

FAN COIL UNIT WITH
REMOTE CONDENSER TYPE OF INSPECTION

SU

STARTUP

OP

OPERATING

SD

SHUTDOWN

DATA
RECORDING
SCHEDULE

EVAPORATOR DATA TO BE RECORDED

SU	OP	SD
X	X	
X		
X	X	
X	X	
X	X	
X		

1. Evaporator coil discharge air temp. _____
2. Air handling unit discharge CFM _____
3. Fan motor operating volts _____
4. Fan motor operating amps _____
5. Chilled water in _____ out _____
6. Refrigerant super-heat _____

EQUIPMENT
CHECKING
SCHEDULE

EQUIPMENT ITEMS TO BE CHECKED

SU	OP	SD
X	X	X
X	X	X
		X
X	X	X
		X
X	X	X
X	X	X
		X
X	X	X
X	X	X

1. Air filter (clean or replace as required) _____
2. Belts (replace as required*) _____
3. Belt alignment and shieve condition _____
4. Lubrication per schedule _____
5. Evaporator coil condition (clean as required) _____
6. Vibration _____
7. General condition _____
8. Controls (proof test and calibrate) _____
9. Condensate drain operation _____
10. Damper operation _____

*Replace multiple belts with matched sets only.

EQUIPMENT MAINTENANCE CHECKLIST
(Continued)

CONTRACTOR _____
UNIT NO. _____
DATE _____
TECHNICIAN _____
OUTDOOR AIR TEMP. _____

FAN COIL UNIT WITH
REMOTE CONDENSER

RECOMMENDATIONS _____

REPAIRS PERFORMED _____

BUILDING ENGINEER _____
Engineer

DATE _____

AUTHORIZED SIGNATURE _____
Assistant Chief Engineer

DATE _____

Exhibit 8: Contractors Affidavit Regarding Removal of All Waste Materials and Identification of All Legal Dump Sites.

CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS AND IDENTIFICATION OF ALL LEGAL DUMP SITES

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

(The Contractor must provide to the commissioner of his/her designated representative with copies of all dump tickets, manifests, etc.)

LOCATION ADDRESS: _____

PHONE: (_____) _____

CONTACT PERSON: _____

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this contract. These disposal sites must meet all zoning and other requirements that may be necessary.

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

Exhibit 9: Cook County Prevailing Wages

(See explanation of column headings at bottom of wages)

Trade Name Trng	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
ASBESTOS ABT-GEN 0.500		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000
ASBESTOS ABT-MEC 0.720		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000
BOILERMAKER 0.400		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000
BRICK MASON 1.030		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000
CARPENTER 0.630		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
CEMENT MASON 0.480		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000
CERAMIC TILE FNSHER 0.770		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000
COMM. ELECT. 0.750		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100
ELECTRIC PWR EQMT OP 0.460		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000
ELECTRIC PWR GRNDMAN 0.370		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000
ELECTRIC PWR LINEMAN 0.480		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000
ELECTRICIAN 1.000		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000
ELEVATOR CONSTRUCTOR 0.600		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060
FENCE ERECTOR 0.300		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000
GLAZIER 0.940		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000
HT/FROST INSULATOR 0.720		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000
IRON WORKER 0.350		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000
LABORER 0.500		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000
LATHER 0.630		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
MACHINIST 0.000		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850
MARBLE FINISHERS 0.620		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000
MARBLE MASON 0.780		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000

MATERIAL TESTER I 0.500	ALL	29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000
MATERIALS TESTER II 0.500	ALL	34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000
MILLWRIGHT 0.630	ALL	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
OPERATING ENGINEER 1.250	BLD 1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	FLT 1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900
OPERATING ENGINEER 1.250	FLT 3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	HWY 1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
ORNAMNTL IRON WORKER 0.650	ALL	45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000
PAINTER 0.770	ALL	41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIIVER 0.630	ALL	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000

Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations

including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork,

cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats;

Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the

classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Exhibit 10: Multi-Project Labor Agreement

CITY OF CHICAGO MULTI-PROJECT LABOR AGREEMENT

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and.

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory, labor organizations. '

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows: '

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft: union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint, Council No. 25; Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s)

executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other mob action upon the termination of an existing collective bargaining agreement, in no event shall any adverse mob action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including, the employers, contractors or subcontractors agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council" which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.,

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph' "a" or "b" above the matter shall be immediately referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between 'this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counselor his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of

this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "c" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively

to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard..

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the ____ day of _____, 20____ in Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____
(Insert Name of Labor Organization)

Its Duly Authorized Officer

Signatory Unions

Boilermakers Local 1	Sign, Display, Pictorial Artists and Allied Workers Local 830
Bricklayers and Allied Crafts Local 21	
Ceramic Tile & Terrazzo	Plasters Local 5
Painters, Cleaners, Caulkers	
BAC Administrative Council #1 of IL	Plumbers Local 130
Chicago Regional Council of Carpenters ¹	United Union of Roofers, Waterproofers & Allied Workers Local #11
Carpenters local Union #13	
Cement Masons local 502	Sheet Metal Workers Local 73
IBEW, Local 134	Sprinkler Fitters Local 281
Elevator Constructors, Local 2	Teamsters Local 731
Operating Engineers, Local 150	Glaziers Local 27
Heat and Frost Insulators, Local 17	
Iron Workers District Council of Chicago and Vicinity	
Architectural Iron Workers, Local 63	
Bridge & Structural Iron Workers, Local 1	
Machinery Movers, Riggers & Machinery Erectors, Local 136	

¹ Carpenters Local include: locals 1, 10, 13, 54, 58, 62, 74 (lathers), 80, 141, 181, 2n, 434, 578, 839, 1027, 1185, 1307, 1539, 1693 (Millwrights) - City of Chicago Local in Bold.
Council of Chicago and Vicinity ¹
Machinists, Local 126
Painters' District Council No. 14

For appendices, please see website, as provided in the Agreement.

[HTTP://WWW.CITYOFCHICAGO.ORG/PLA](http://www.CITYOFCHICAGO.ORG/PLA)

Exhibit 11: Construction Safety Manual



2016 OMP CONSTRUCTION SAFETY MANUAL



RAHM EMANUEL
Mayor
City of Chicago



GINGER EVANS
Commissioner
Chicago Department of Aviation

DISCLAIMER NOTICE

The information contained herein was prepared and presented with reasonable care and is based on the most reliable information available to the author. The City of Chicago, the Chicago Department of Aviation (CDA) and the O'Hare Modernization Program (OMP) make no warranty, expressed or implied, of the fitness, accuracy or completeness of this information. Judgments as to the suitability of the information herein for the user's purposes are necessarily the user's responsibility.

INTRODUCTION

The Contractor shall have sole and complete responsibility for the implementation of a worksite safety plan. The Contractor shall take necessary precautions for the health and safety of employees and fully comply with applicable provisions of:

- All sections of 29 CFR 1926-OSHA Construction Industry Safety and Health Standards 29 CFR 1910-OSHA General Industry Safety and Health Standards
- FAA Advisory Circular 150/5-170-2C Operation Safety of Airports During Contract
- National Fire Protection Association codes
- City of Chicago Fire Prevention Code
- National Electrical Code, all applicable American National Standards Institute standards
- City of Chicago Building Code
- The CDA Construction Safety manual
- All standards or codes referred to in the listed document
- Any other applicable standards

Due to the changing nature of health and safety regulations, and because new information is constantly becoming available, this plan is subject to change without notice.

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I. GENERAL DEFINITIONS

- A. Airport means O'Hare International Airport.
- B. CAS means the Chicago Airport System (CAS), which includes O'Hare International Airport
- C. Competent Person means one who is trained to identify existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. Such persons will be available on site whenever work requiring a Competent Person is being done (scaffolding, excavation, confined space, fall protection, respiratory protection, or any other operation identified by CDA Safety).
- D. Construction Manager or CM means that entity identified in Part III, Division I of the Contract Documents (typically in section 01010), the entities that the City has contracted with to provide construction management services for the Chicago Airport System.
- E. Contractor means the employer awarded the contract to complete a project from the owner through their Construction Manager.
- F. Contractor's Safety Program means the program, covering worksite safety and property damage prevention that the Contractor must submit to the Chicago Department of Aviation as required by General Conditions Article XIV.B.1.a.
- G. Contractor's Safety Representative means the person assigned by the Contractor to be the Safety Representative for the project.
- H. Employee means any person or persons on the payroll of any participant that is under contract with the Owner through the Construction Manager or the Contractor.
- I. Jobsite means the location where work is expressly required under the applicable contract documents.
- J. CM Manager of Safety for a Project means the person or entity who is notified in writing he (or it) has been so designated by CDA Safety.
- K. Participant means the Contractor, Subcontractor or their employees, whom are under contract with the Owner through the Construction Manager.
- L. CDA Safety means City of Chicago/CDA Safety Department Representative.
- M. Subcontractor means any person or persons, partnership, joint venture, corporation, or other entity, whom performs work at the jobsite, under contract to either the Contractor or one of its Subcontractors.
- N. Vendors, Suppliers and Materials Dealers means those persons or entities and/or their employees, whose activities on the jobsite are solely for the purpose of loading, hauling and/or unloading of materials or equipment at or from the jobsite.
- O. Designated Representative means Construction Manager or CM – (OMP-CM).
- P. Onsite means the location where the work is in progress.

II. STATEMENT OF POLICY AND INTENT

The CAS Manual reflects a desire by CAS to prevent injuries to persons and to prevent damage to property and equipment.

CAS considers no phase of construction or administration of greater importance than accident prevention and asserts that accidents which result in personal injury and damage to property and equipment represent needless waste and loss. It shall be the policy of CAS to conduct all operations safely and thereby prevent injuries to persons and damage to property.

Planning for safety shall start with the design and continue through purchasing, fabrication and construction in all phases of CAS projects. All practical steps shall be taken to maintain a safe place to work. The Contractors must accept the responsibility for the prevention of accidents on work under their direction and shall be responsible for the thorough safety training of their employees.

The objective of this policy is to establish throughout the entire CAS system the concept that the prevention of accidents and protection of property is most important and therefore shall receive top priority, support and participation.

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III. PROGRAM OBJECTIVES

The CAS Construction Safety Manual has been created to coordinate the elimination or reduction of hazards and risks associated with the construction of the CAS projects, prevent accidents, reduce employee injury, prevent damage to property, promote maximum efficiency, and affect savings by the reduction of unplanned business interruption.

Only active participation by CAS and the Contractor's supervisory staffs and employees will make the program effective. Active participation will also assist the participants in performing the following tasks:

- Providing a safe environment for employees to perform high quality work.
- Using safety planning as a tool to reduce bodily injury and property damage.
- Providing inspections to locate and abate unsafe conditions and practices.
- Protecting the public and property in the area of all staging and construction sites.
- Maintaining mandatory personal protective equipment programs.
- Using incident investigation information to abate deficiencies and increase controls in order to prevent similar accident recurrence.

NOTE: The CAS Construction Safety Manual does not supersede the Contractor's Safety Program except where the CAS Construction Safety Manual exceeds the requirements of the Contractor's program. The Contractor shall have first and foremost responsibility to enforce the more stringent safety program.

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IV. RESPONSIBILITIES

A. CHICAGO DEPARTMENT OF AVIATION

CDA Safety Staff shall coordinate safety on Chicago Department of Aviation projects. The CM Manager of Safety shall serve as liaison to the Managing Deputy Commissioner of Safety / Security or their designee. The CM's Manager of Safety shall be responsible for monitoring and coordinating the safety and property damage prevention program on projects the CM is assigned.

The CM Manager of Safety shall assist the CDA Commissioner of Safety with administration of the policies and procedures as established by this Construction Safety Manual.

The CM Manager of Safety shall monitor and evaluate the Contractor's Safety Program.

The CM Manager of Safety shall review the Contractor's Safety Program for compliance with safety regulations, property damage prevention and this written program.

The CM Manager of Safety shall provide monitoring of the Contractor's safety orientation program for Contractor's employees which includes a review of specific project issues, including but not limited to:

- Hazards present in their work assignments and the general work area.
- Instruction in the proper selection and use of personal protective equipment.
- Methods of reporting any unsafe conditions/practices the workers may encounter.
- Methods of reporting injuries and or illness and/or property damage incidents.
- Assisting the City Risk Manager with administration of Owner Controlled Insurance Programs when used for the project.

The CM Manager of Safety may collect and maintain copies of records with regards to safety and insurance as required by this program, and shall produce periodic reports concerning the performance of the Contractors engaged in CDA projects.

The CM Manager of Safety may conduct regularly scheduled meetings of all Contractors/subcontractors to review and discuss safety and property damage prevention. This may be a meeting dedicated exclusively to those subjects or as an integral part of the routine scheduling/planning meetings. A safety and property damage prevention meeting must be held at least once a month and minutes of the meetings shall be kept.

The CM Manager of Safety and the Chicago Department of Aviation Safety Manager shall function as part of the project job planning team with emphasis on safety and property damage prevention.

The CM Manager of Safety or CM Safety Staff shall inspect construction sites for unsafe conditions or practices, and document that corrective action is taken where deficiencies are found.

The CM Manager of Safety shall forward the results of monitoring and status of corrective action to the CDA Safety Department.

The CM Manager of Safety may develop and implement a program of safety, training and education for all Construction Manager's employees. This includes initial orientation, weekly safety briefs, and periodic special sessions. The CM Manager of Safety may act as a resource

for providing material and assistance to Contractor's designated Safety Representative in the performance of safety training and education.

The CM Manager of Safety may assist CDA, contractors and subcontractors in the investigation of all OSHA recordable incidents and other emergencies, obtain accident/investigation reports and forward all related copies to Chicago Department of Aviation Safety Department. Upon notification of an incident, the CM Manager of Safety will immediately notify the CDA Safety of the incident.

In the event of imminent danger situations or when necessary to enforce mandatory safety or property damage prevention requirements, the CM Manager of Safety may temporarily interrupt the work. The interruption of work activities shall be communicated to CDA Safety Department immediately. CDA Safety will direct any extended work stoppage and will determine when work may restart.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall designate a Safety Representative for the project. This person shall be onsite at the project whenever work is being performed at the site or any staging area on Airport property. Dual roles (i.e. Supervisor/Safety Representative) are unacceptable. Multiple shifts will require additional safety representatives. The Safety Representative shall have project safety as his or her exclusive responsibility and not have any other responsibilities regarding this project. The Contractor must provide the Safety Representative with the authority necessary to ensure the safety of Contractor's and Subcontractor's employees and property. Among other responsibilities concerning the project safety, the Safety Representative shall provide: safety training, safety orientation, safety inspection, and conduct tool box safety meetings.

The Contractor shall provide the resume of its proposed Safety Representative to the CM Manager of Safety review and approval. If the proposed Safety Representative is not approved, the Contractor must propose another individual for approval. The Safety Representative shall, as a minimum, have completed an OSHA 30 hour "Safety and Health Standards for the Construction Industry" course or equivalent course. In addition, the Safety Representative must have completed a First aid/CPR course within the last twelve (12) months. The Safety Representative must also have a minimum of three (3) years of verifiable safety experience on construction projects developing safety programs, providing safety orientation, and conducting safety inspections.

Prior to the start of the Project, a representative from the Contractor and representatives of its Subcontractors, the Contractor's Project Manager, the City's Construction Manager and the City's Resident Engineer shall attend a mandatory Pre-Construction Safety Orientation meeting on subjects outlined by the CM Manager of Safety.

The Contractor's Safety Program must be submitted, in writing, to the CM Manager of Safety for review. The Contractor's Safety Program must, as a minimum, include:

1. REVIEW OF SAFETY PROCEDURES AND OTHER REGULATIONS

The Safety Representative shall review procedures, regulations and industry standards applicable to the processes, equipment, materials, and procedures used at the worksite in order to evaluate whether hazards are present.

2. REVIEW OF INTERNAL RECORDS AND INFORMATION

The Safety Representative shall review internal records of accidents, injuries, occupational illnesses, near-miss accidents, and safety violations to detect relationships between job hazards and recorded mishaps.

3. REVIEW OF OUTSIDE SOURCES

The Safety Representative shall review State and Federal accident and illness statistics, highlighting areas that may uncover hazards in the organization.

4. JOB HAZARD ANALYSIS

The Safety Representative shall make an analysis of each phase of the project to determine what hazards exist in connection with the procedures, processes, materials, and equipment used to perform them. A written job hazard analysis shall be prepared for each phase prior to the work beginning. A copy of the written analysis shall be forwarded to the CM Manager of Safety.

5. CORRECTION OF JOB HAZARDS

Job hazards discovered in the course of a Job Hazard Analysis shall be referred to the appropriate supervisor for consideration. If a hazard can be corrected by a change in practices or procedures, appropriate modifications shall be instituted at the earliest possible time.

6. INSPECTION

The Contractor shall have a program of jobsite inspections. Inspections shall be conducted, with the focus to identify job hazards. Inspections shall be made at least weekly, and at least daily on FAA funded projects. Inspections records shall be retained for the duration of the project and shall be stored onsite. A copy of inspection reports shall be forwarded to the CM Manager of Safety, no later than Monday of the week following the inspection.

7. EMPLOYEE REPORTING

Contractor's employees shall be instructed to report any and all safety deficiencies, which they may observe. The Contractor may use a specified hazard reporting form.

However, employees may report hazards by any available method. Oral reports shall be recorded in writing by supervisors. Reports may be submitted anonymously, at the employee's option. The Contractor shall advise all employees that they invite reports of hazards and pledges to take no disciplinary action against any employee as a result of the employee's submission of a hazards report. Employees may submit hazard reports to their supervisor or directly to the safety committee. Supervisors are directed to route all hazard reports to the CM Manager of Safety, along with what corrective action has been taken.

8. INCIDENT INVESTIGATION

Every incident shall be investigated by a supervisor or manager, and an investigative report compiled on a specified form (a copy is available from the CM Manager of Safety). Incident investigation reports shall be forwarded to the CM Manager of Safety along with recommendations for corrective action, no more than twenty-four (24) hours after the occurrence. The Contractor shall verbally notify the CM Manager of Safety of the accident,

immediately. Upon notification from the Contractor of an incident, the CM Manager of Safety will notify the CDA Safety of the incident.

With regard to hazards that are uncovered by periodic inspections, reported by employees, or discovered as result of an incident, the person receiving initial notice of the hazard, whether an inspector, manager, or safety committee member, is required to record the name of the person assigned responsibility for correction on the form on which the hazard is recorded and to forward copies of any such recommendation to all persons so named. All recommendations shall be followed up within one week. Failure on the part of the person assigned the responsibility for correction to take corrective action within the established time limit shall be reported immediately to the responsible person's supervisor, and the CM Manager of Safety.

Completed inspection documentation, employee hazard reports, and accident investigation reports shall remain open before the safety committee and shall not be filed away until all corrective measures have been completed and documented.

In the case of imminent danger, hazards that cannot be corrected safely without exposing employees to danger, supervisory personnel are instructed to evacuate all nonessential personnel from the area of the hazard until such corrective measures have been completed and the area rendered safe.

9. CONDUCT EMPLOYEE TRAINING

All Contractor employees shall be required to take part in safety and health training. Training sessions on general safety principles and practices shall be held for all Contractor employees. Individual Contractor employees are assigned for additional training that will alert them to the specific hazards that go with their particular job assignments and instructions given them in appropriate methods and procedures for the prevention of illness and injury.

10. ORIENTATION OF ALL CONTRACTOR EMPLOYEES

General safety training shall be conducted using published materials and materials developed by the Contractors safety staff.

Safety training in specific job hazards is conducted using safe practices codes developed through job hazard analyses.

Training shall be conducted by qualified safety personnel or by supervisors with extensive experience in the identification, prevention, and control of job hazards.

Contractor Employees shall receive additional training whenever they are assigned to a new task for which training has not been administered and whenever new hazards are introduced into the workplace.

Supervisors shall receive special training covering all hazards and safe practices relating to their specific area of responsibility.

In addition to training sessions conducted for current Contractor employees, sessions conducted for new and reassigned Contractor employees, and sessions conducted to address new hazards, annual refresher course shall be administered to all Contractor employees.

Individual records shall be made of all training administered to Contractor employees and shall be retained for the duration of the project. Training records shall be maintained onsite.

Copies of all written training material shall be forwarded to the CM Manager of Safety along with attendance documentation.

All Contractor employees shall attend a weekly safety training session (Tool Box Meeting). This session can be used as refresher training or a brief discussion of a new subject. Copies of notes used and attendance documentation will be forwarded to the CM Manager of Safety no later than Monday following the session. The CM Manager of Safety shall forward a copy of the Tool Box Meeting notes and attendees to CDA Safety.

11. MONTHLY SAFETY COORDINATION MEETING

To insure a steady flow of safety and health information, a mandatory monthly Safety Coordination Meeting will be held, with each Contractor's Safety Representative in attendance.

This meeting will be chaired by the CDA Safety Manager or his designee. Meeting minutes will be taken and attendance will be recorded.

12. INSURE EMPLOYEE COMPLIANCE

Code of Safe Practices

Part of each employee's regular training shall be on safe practices applicable to particular job assignments. For every job or class of jobs, a code of safe practices shall be developed through a Job Hazard Analysis. These codes are put in writing, and shall be circulated to all employees whose jobs involve the performances of tasks covered by the code, and shall be made a part of the Contractor's Safety Manual. The codes cover:

- a. **Engineering Controls.** Employees shall be forbidden to tamper with devices installed on equipment for the purpose of preventing injury. Employees who believe that a control device is inadequate, difficult to use, improperly installed, or damaged in any way are required to report any such condition to their supervisor.
- b. **Procedural Controls.** Employees shall be required to follow the procedures and employ the methods specified in the safe practices codes applicable to their job assignments. Employees who believe that a method or procedure is ineffective or difficult to use or who encounter problems with the use of specified methods or procedures are encouraged to report such problems to their supervisor.
- c. **Administrative Controls.** Supervisors shall be required to insure that employees adhere to schedules and alignments that have been made to implement administrative controls. Employees shall be required to make and supervisors are required to check and maintain, whatever time records are needed to carry out administrative controls.
- d. **Disciplinary Procedures.** The employer (Contractor) shall have a program of progressive discipline to enforce its work rules. The Contractor shall apply its disciplinary procedures with equal force to violations of safety rules as to violations of other policies and rules adopted by the organization. The Contractor's disciplinary program shall be made a part of the employer's safety program.

13. MAINTAIN RECORDS

The following records shall be compiled and maintained for the duration of the project unless otherwise required by the company or some other regulation.

- Monthly reports of occupational injury and illness
- Job hazard reports
- OSHA citations
- Results of incident investigations
- Safety inspection records and records documenting correction of reported hazards
- Job Analyses and corresponding codes of safe practices
- Individual employee training records

Contractor shall provide first-aid supplies onsite for their employees and a person trained in basic first-aid who can render immediate care when needed. The name of the designated first-aid provider and a copy of training documentation will be provided to the CM Manager of Safety. Seriously injured employees will be transported by ambulance. The Contractor shall not permit an injured employee to drive themselves to the medical facility or home, unless approved by a medical professional.

Contractor shall insure that all documents and correspondence sent to the CM Manager of Safety, be sent in such a timely fashion as to reach the CM Manager of Safety no later than the time specified.

Monthly injury/evaluation reports are to be submitted to the CM Manager of Safety no later than the 5th of each month.

C. CONTRACTOR'S SUPERVISORS RESPONSIBILITIES

1. Be responsible for planning and executing all work to comply with the Contractor's Safety Program and the Contract Specifications.
2. Be knowledgeable of loss control and public protection requirements identified in the safety specifications of the Contract Documents.
3. Require each supervisor and all workers to use the personal protective equipment in accordance with the Contractor's Safety Program, CAS, City ordinances and all State and Federal safety-related statutes, rules and regulations.
4. Participate in fact finding and resolution on all incident investigations.
5. Take immediate corrective action to abate identified unsafe conditions and practices.
6. Communicate to the Contractor's project manager and to the Contractor's Safety Representative noted safety concerns or violations that require attention.
7. Cooperate with designated safety and government representatives.

D. CONTRACTOR SAFETY REPRESENTATIVES RESPONSIBILITIES

1. Make daily job site safety inspections and take immediate abatement action to eliminate observed safety deficiencies.

2. Provide appropriate written materials for those conducting weekly "Tool Box Meetings", review meeting reports for employee attendance and periodically attend "Tool Box Meetings" to evaluate their effectiveness.
3. Attend CAS Construction Safety and Safety Training Meetings when requested and share experiences with peers.
4. Promote total job safety among employees and visitors.
5. Oversee the investigation of all incidents involving the Contractor or subcontractor(s) to determine primary causes, contributing factors and those actions necessary to prevent a recurrence.
6. Maintain incident records and forward copies/reports to the CM Manager of Safety.
7. Follow-up on all recommendations requested by CDA, CAS, OSHA, FAA and other governing authorities, with a written response to CM Manager of Safety within twenty-four (24) hours, stating the status (date of compliance/date of expected compliance) of the recommendations.
8. Furnish all information concerning the safety of the various operations as may be requested by the CM Manager of Safety and the CDA Safety Manager.

E. CONTRACTOR'S EMPLOYEE RESPONSIBILITIES

1. Perform all work in a safe manner.
2. Accept responsibility for your own safety and report all unsafe acts or conditions to the foreman.
3. Report all incidents, injuries, and illnesses immediately upon their occurrence. Report for medical treatment as directed. A release for work authorization must be provided prior to returning to work.
4. Conduct work in accordance with CAS and established state and federal safety regulations.
5. Attend and participate in Tool Box Safety Meetings and/or demonstrations as requested.
6. Participate in accident investigation procedures as requested.
7. Be aware of the responsibility to protect yourself, fellow workers, and the general public from accidental injury.
8. Protect tools or equipment provided from needless damage or loss from theft.
9. Call to the attention of the supervisor any broken or dangerous tools capable of causing injury.

V. SPECIAL REQUIREMENTS FOR AIRPORT SECURITY AND OPERATIONS

- A. The requirements for Airport Security and Operations is incorporated by reference as if Article XV of the current General Conditions was repeated here word for word in this Article V.

- B. In addition to the above. The Contractor shall:
 - a. Take extreme care when locating existing underground utilities. Contractor shall properly complete FAA Field Cable Locate Request forms submit them to the FAA Technical Operations office and simultaneously transmit a copy to the Construction Manager. Contractor shall designate an on-site person to monitor utility locating activities. Hand excavation and appropriate equipment shall be utilized wherever and whenever appropriate. DIGGER, JULIE, FAA and ASIG shall be consulted to insure that utility locations are correctly marked.

 - b. In addition, prior to excavating the Contractor shall execute the procedures and requirements of the "Underground Construction Notification" form. The meetings, notifications, activities and actions required by the form will be the Contractor's responsibility to organize, coordinate, implement and execute. Work shall proceed only after the completed form has been approved by the Commissioner.

 - c. The Contractor must fill out the request for FAA Assistance form to gain access to the controlled areas described in FAA's response to form 7460-1. This form shall be submitted 5 days in advance to FAA for review and assistance.

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VI. GENERAL SAFETY REQUIREMENTS

The following sections describe general safety program requirements that will be met by all personnel on site. Contractor safety programs shall be defined such that they meet these requirements.

A. PERSONNEL CONDUCT

1. Under no circumstances will alcoholic beverages or controlled substances be permitted on any project. Anyone found in possession of the above will be immediately removed from the site and may not be allowed back to work on an airport project.
2. Fighting will result in all participants being removed from the site.
3. Firearms and all weapons are prohibited on site.
4. Cameras and video recorders are prohibited on site.

NOTE: Violation of any of the above rules will be grounds for the CM Manager of Safety to request CDA Safety to permanently remove a Contractor's employee from any and all CDA projects.

B. IDENTIFICATION AND REPORTING OF UNSAFE CONDITIONS

The Contractor shall immediately report to the CM Manager of Safety all accidents arising out of, or in connection with, the performance of the work on the site, which caused death, personal injury or property damage. A written report shall be submitted within 24 hours. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the CM Manager of Safety giving full details of the claim.

C. CONTRACTOR CORRECTIONS OF UNSAFE CONDITIONS

Should the CM Manager of Safety determine the Contractor is not in compliance with a CDA, Federal, State, or Local requirement, (after consultation with the Construction Manager & CDA Safety), the CM Manager of Safety shall have the authority to order cessation of the non-compliant occurrence and require immediate correction. All costs of abatement shall be borne by the Contractor deemed responsible, and no time extension or additional costs shall be granted.

The Contractor shall correct any unsafe condition existing on the project immediately upon receipt of written notice. The unsafe condition shall be corrected in accordance with applicable regulations at the Contractor's expense. The Contractor shall be responsible for all liability created from unsafe conditions, including but not limited to any legal expense, re-inspection costs, and any delay to the project to other contractors.

Each Contractor shall in a readily visible manner, identify all of his tools, and similar material either by paint color or label.

Contractors shall immediately report any occurrences of theft, vandalism, personal threats, or bodily violence to the CM Manager of Safety. Contractors shall provide any security measures they feel are necessary to protect their personnel, material, equipment, or other property.

D. HOT WORK

Hot work is defined as a process or procedure, which could result in a fire if not properly controlled. Common types of hot work in construction include but are not limited to: welding, burning, cutting, brazing, soldering, gasoline or fuel storage areas repair, grinding, spark producing or heat generating activity.

Hot work will be permitted only during normal working hours unless authorized by the CM Manager of Safety. Regardless of hours of Hot Work, CM Manager of Safety must be notified of all Hot Work activity. Permits shall be obtained by the Contractor's Safety Representative the day before work is to be accomplished. The work area shall be inspected by the Contractor's Safety Representative to verify that adequate control has been established. A copy of the permit will be posted or available within fifty (50) feet of the point of work for which a permit is issued.

The Contractor will issue all cutting/welding hot work permits to its employees and those of its Subcontractors.

1. No Hot Work may be done without a Hot Work Permit.
2. All flammable materials shall be removed from the area before a permit is issued.
3. The CM Manager of Safety may assist in determining necessary precautions to safeguard life and property.
4. Contractors shall supply their own fire extinguishers for each welder and torch.
5. Contractors shall supply their own fire watch for each Hot Work operation. The fire watch must remain at the location of each hot work operation a minimum of thirty (30) minutes after hot work is complete.
6. Shields shall be provided by the contractor to protect workers from welding flashes.
7. All areas will be kept clean of all trash.
8. Contractor shall provide flammable resistant clothing for its employees.
9. Contractors shall be responsible for the work of their Subcontractors.
10. Contractor shall provide "Flash Curtains", welding screens or other means around cutting, burning or welding work to protect surrounding Contractor employees and the general public.
11. When cylinders are transported by power vehicles, they shall be secured in a vertical position with the caps in place.

Oxygen cylinders in storage shall be separated from fuel gas cylinders or combustible materials (especially oil or grease), a minimum distance of 20 feet or by a noncombustible barrier (fire wall) at least 5 foot high having a fire resistant rating of at least one-half hour.

E. ELECTRICAL

1. RESPONSIBILITY

Each contractor performing the work has the responsibility for the proper use of all electrical tools and equipment.

2. GROUNDING

The non-current carrying metal parts of portable and/or plug connected equipment shall be grounded.

Exposed, non-current carrying metal parts of fixed electrical equipment, including motors, generators, frames and tracks of electrically operated cranes, electrically driven machinery, etc., shall be grounded.

The path from circuits, equipment, structures, and conduits or enclosures to ground shall be permanent and continuous and have ample carrying capacity to conduct safely the maximum current which may be imposed on it.

Driven rod electrodes shall have a resistance to ground not to exceed 25 ohms. Where the resistance is over 25 ohms, two or more electrodes connected in parallel shall be used.

Grounding of circuits shall be checked to ensure that the circuit between the ground and the grounded power conductor has a resistance which is low enough to permit sufficient current to flow or cause the fuse or circuit breaker to interrupt the current.

All temporary wiring shall be effectively grounded in accordance with the Chicago Electrical Code, Article VI – Grounding and all other applicable provisions of the Chicago Electrical Code.

Precautions shall be taken to make any necessary open wiring inaccessible to unauthorized personnel.

All 120 volt, 15-amp receptacle outlets on the site, which are not part of the permanent wiring of the building, shall use ground fault circuit interrupters.

3. EQUIPMENT GROUNDING CONDUCTOR PROGRAM

Ground Fault Circuit Interrupters (GFCI) are to be used at all times.

In addition, an equipment inspection program shall be established on the construction site covering all cord sets and receptacles which are not a part of the permanent wiring of the building or structure and tools which are available for use or used by employees.

This program shall comply with the following minimum requirements:

- a. Each cord set, attached cap, plug and receptacle or cord set, and any equipment or tool connected by the cord and plug, except cord sets and any receptacles which are fixed and not exposed to damage, shall be visually inspected before each day's use for external defects such as, deformed or missing pins or insulation damage. Equipment found damaged or defective may not be used until repaired.
- b. The following tests shall be performed on all sets and receptacles which are not a part of permanent wiring of the building or structure, and cord plug-connected equipment required to be grounded.

- c. All equipment grounding conductors shall be tested for continuity and shall be electrically continuous.
- d. Each receptacle and attachment cap or plug shall be tested for correct attachment of the equipment-grounding conductor. The equipment-grounding conductor shall be connected to its terminal.

All required tests shall be performed:

- a. Before first use,
- b. Before equipment is returned to service following any repairs, and
- c. Before equipment is used after any incident which can be reasonably suspected to have sustained damage (for example, when a cord set is run over).

Contractors shall not make available or permit the use by employees of any equipment which has not met the requirements of this section.

Tests performed as required in this section shall be recorded. This test record shall identify each receptacle cord set, and the cord and plug-connected equipment that passed the test and shall indicate the last date it was tested or interval for which it was tested. This record shall be kept by means of logs, color-coding, or other effective means. The record shall be made available on the job site for inspection.

4. ELECTRICAL TOOLS AND CORDS

Portable tools and appliances protected by an approved system of double insulation, or its equivalent, need not be grounded. Where such an approved system is employed, the equipment shall be distinctively marked.

All extension cords shall be rated for hard or extra-hard usage as defined by the National Electric Code, with three wires and a ground pin..

Electrical extension cords will not be plugged together. A cord of sufficient length must be used.

Electrical extension cords must not be placed on the ground of the floor. They must be secured at least seven (7) feet off the ground or floor.

Tools and cords in need of repair will be removed from service immediately. The tool or cord will be rendered inoperative, either by tagging, by removing the end plug, or by locking until it is repaired and tested.

5. ELECTRICAL PANELS AND TEMPORARY WIRING

All energized panels shall be marked with its operating voltage by the installing contractor.

All energized panels shall have its live parts covered and protected from accidental contact with an appropriate solid cover. Cardboard does not meet this requirement.

All temporary wiring shall be installed in accordance with 29 CFR 1926.405 Wiring methods, components, and equipment for general use.

F. LOCKOUT/TAGOUT PROCEDURES

1. GENERAL REQUIREMENTS

When a lock/tag is placed on any energy source, that source will not be used until the lock/tag is removed in accordance with this policy.

Contractor management shall instruct all affected employees in the purpose, use, and safety significance of the Lockout/Tagout procedure.

The Lockout/Tagout devices used for compliance with this procedure shall be as follows:

Locks: Locks shall be of suitable manufacture, color-coded or otherwise identified for lockout use only.

Tags: Standard tags shall be used in all facilities

It shall be the responsibility of each contractor to maintain an adequate supply of safety locks and a written record of lock number, date issued, and name employee to whom the lock was issued.

Affected employees shall be trained in all aspects of the purpose and use of the Lockout/Tagout procedure by their Contractors. The standard Lockout/Tagout training program shall be utilized. Documentation of such training will be submitted to the CM Manager of Safety.

An energy source shall be defined as any electrical, mechanical, hydraulic, pneumatic, chemical, nuclear, thermal or other energy source that could cause injury to personnel. An energy-isolating device shall be defined as physical device which prevents the transmission or release of energy, for example, but not limited to, the following: a manually operated electrical circuit breaker, a disconnect switch, manually operated switch, a slide gate, a slip blind, line valve, block or similar devices with visible indication of the position of the device.

A circuit tester is to be used to determine that the electrical line is in fact de-energized, prior to commencing work.

2. CONTRACTOR DEVELOPED PROCEDURES

Each affected Contractor/Subcontractor shall supply the CM Manager of Safety with a copy of its Lockout/Tagout procedure prior to starting work. In addition, each Contractor/Subcontractor will provide a copy, to the CM Manager of Safety, a Lockout/Tagout checklist listing the start up and shut down procedures for its equipment and all other activities involving Lockout/Tagout.

3. SEQUENCE OF LOCKOUT PROCEDURE

When necessary, shut equipment down by the normal stopping procedure, (depress stop button, open toggle switch, valve, etc.).

Open disconnect switch, operate valve, or other energy isolating device so that the energy source(s), (electrical, mechanical, hydraulic or air, gas, steam, water pressure, etc.) must also be dissipated.

Lockout/Tagout the energy source(s) with assigned individual devices. In situations involving more than one person, all affected employees are required to place their assigned individual lock or tag on the energy-isolating device. (After assuring no personnel are exposed, operate push button or other normal operating controls to make certain the equipment will not operate. CAUTION: Return operating controls to neutral or off position after test.

Where Lockout/Tagout is not feasible (in the case of required, repetitive adjustments or production operations) the tests or work shall be accomplished under the protection of one designated individual.

If work on a piece of equipment has not been completed by the end of the shift, the supervisor in charge shall Tagout the equipment to allow the removal of locks. The oncoming shift attaches their lock(s) at which time the tag shall be removed by the oncoming supervisor.

G. CRANE SAFETY AND RIGGING

Cranes are a vital part of any construction operation. To assure that they handle the loads properly, safely, and with the greatest efficiency, the following procedures are necessary. The inspection report for the cranes and derricks must be completed in accordance with 29 CFR 1926, Subpart CC.

Contractors must follow all requirements of Subpart CC – Cranes and Derricks in Construction. The contractor must designate an Assembly/Disassembly Director in accordance with 29 CFR 1926.1404; a qualified signal person, according to 29 CFR 1926.1428; and a qualified rigger described in 29 CFR 1926.1401. Additionally, Contractors assume the role of the controlling entity as required in Subpart CC.

Fall protection must be used during assembly disassembly, inspections or other operations where fall protection hazards exist.

Contractors are responsible for implementing the requirements of 29CFR1926, Subpart CC by the specified phase-in dates.

1. MOBILE CRANE SET-UP

The operator shall be responsible for:

- a. The proper placement of the crane in relationship to the load to be handled and the landing area so as to obtain the best rated lift capacity.
- b. Leveling the crane to within one degree of level and rechecking the level a minimum of three times during the eight-hour work shift.
- c. Assuring the outriggers are fully extended and locked in place, or if the manufacturer allows, deployment as specified in the crane's load chart.
- d. The determination of stable or unstable ground of footing: should additional floats, cribbing, timbers, or other structural members be needed, they shall be of proper design and sufficient to uniformly distribute the load.
- e. The installation and maintenance of crane swing radius protection.
- f. The proper barricading of the outriggers.

2. LOAD RATING

The weight of all auxiliary handling devices such as hoist blocks, headache balls, hooks, and rigging shall be considered as part of the total load.

Additionally, the weight of all items added to the load at the site must be determined and added to the total weight.

The Bill of Lading, provided to the operator must be used to assist in determining the load's total weight.

3. CRANE INSPECTION

All cranes shall have posted on the crane or in the cab, a valid annual inspection certificate showing a certified third party inspection. The frequency of, and criteria for inspections must be performed in accordance with 29 CFR 1926.1412.

Cranes shall be inspected:

- a. After setup and prior to initial lift.
- b. Before each shift.
- c. After every malfunction or severe service.
- d. After modifications or repairs to the crane and/or its components.
- e. After repairs or adjustments.
- f. When the crane has been idle for three (3) months or more.

Written Daily Inspection items to be checked:

- a. All control mechanisms for maladjustment interfering with operation.
- b. All control mechanisms for excessive wear of component and contamination by lubricants or other foreign matter.
- c. All safety devices for malfunction.
- d. Deterioration or leakage in air or hydraulic systems.
- e. Crane hooks with deformation or cracks, sling and chokers for broken strands, fraying or kinking.
- f. Safety latches in an operable condition on all hooks, except where otherwise specifically authorized.
- g. Electrical apparatus for malfunctioning, signs of excessive wear, dirt and moisture accumulation.
- h. Periodic and annual inspections shall be performed in accordance with the manufacturer's recommendations

4. RECORD KEEPING

All written records pertaining to crane inspections, daily and annual, shall be kept with the crane.

If during any safety inspection, the operator or supervisor cannot produce the required crane inspection sheets, the crane shall immediately be shut down and inspected.

5. OPERATOR QUALIFICATIONS AND OPERATION PROCEDURES

Operator shall have in his possession a current City of Chicago Crane Operator's permit and be qualified and certified in accordance with 29 CFR 1926.1427.

Cranes shall be operated by the following personnel:

- Designated operators who have been licensed by an approved agency or union and are in possession of a City of Chicago Operator's permit.

- Trainees who are under the direct supervision of the designated operator
- Inspectors certified for crane inspection.

No one other than the above personnel shall be in or on the crane during operations. Exceptions are oilers or supervisors whose duties may require their presence.

6. OPERATION PROCEDURES

Resident Engineer will notify CDA Operations when a crane is to be used Airside including height of boom and length of time crane will be in use. The crane must be equipped with a flag or mars light at its highest point according to approved FAA 7460.

The operator shall:

- a. Not engage in any practice, which may divert the operator's attention while engaged in crane operation, to include not wearing walkman-type radio (entertainment) headsets.
- b. Not operate the crane if physically or mentally unfit, or if taking prescription drugs that may impair vision, balance or produce other adverse affects.
- c. Not respond to any signal, which is unclear or is given by anyone other than appointed signalmen. Exception: The operator shall respond to a stop signal given by anyone.
- d. Not permit trainees to make initial lifts. The operator shall perform the first lift to determine lift stability, crane function, and safety in general.
- e. Have final responsibility and control over the crane operations. Whenever there is any doubt as to safety, the operator shall have the authority to stop and refuse to handle loads until safety has been assured.
- f. Upon request, demonstrate the ability to determine total load weight and its relationship to the crane load charts.

7. HANDLING THE LOAD

No crane shall be loaded beyond its rated capacity, except for test purposes. When loads which are limited to structural competence rather than by stability are to be handled, the operator and supervisor shall, concurrently, determine that the weight of the load has been determined within plus or minus 5 percent before the load is lifted.

Attaching the load:

- a. The load shall be attached to the hook by means of slings or other approved devices.
- b. No open hooks shall be used for lifts higher than two (2) feet. Hooks used for lifts in excess of two (2) feet shall have hook safety latches or be safety wired to prevent slings from jumping off the hook.

Hoisting the load:

- a. The operator shall determine that the crane is level to within one (1) degree and, where necessary, is properly cribbed and blocked.

- b. The operator shall be responsible for determining that the load is properly secured and balanced before making the hoist.
- c. The operator shall determine that the rope is properly seated on the drum and in the sheaves, the load line is not kinked and multiple part lines are not twisted around each other.
- d. All loads must have a tagline attached to them.

During Hoisting:

- a. The operator shall not suddenly accelerate or decelerate a moving load.
- b. The operator shall not permit the load to contact any obstruction.
- c. The operator shall not swing loads over personnel.
- d. The operator shall not permit side loading of booms or dragging load. Lifts shall be limited to freely suspended loads.

Total Imposed Load:

The load on the tires, outriggers, wheels or tracks is derived from the gross weight of the crane and suspended load, i.e., the sum. However, additional loading can be exerted by shock or dynamic (movement) loads due to fast hoisting, lowering, swinging, or wind forces. This total load must be considered.

8. GROUND STABILITY

One of the critical factors of proper crane setup is a “firm supporting surface”. For maximum capacity, the crane must be level. However, to maintain a level condition, the ground surface must be adequate to support the dynamic load of a “working crane”.

Four basic elements that are to be considered:

- a. Total imposed load
- b. Supporting surface area
- c. Pounds per square foot
- d. Soil Stability

The amount of area in contact with the ground will determine the bearing pressure the crane and load exert on the soil. When it is determined that the bearing pressure exceeds soil stability, the bearing area of the crane must be increased by the use of cribbing.

Cribbing to be used must be:

- a. Strong enough to withstand the weight of the crane without major deflection, thus actually increasing the bearing surface.
- b. Bolted or secured together to prevent slippage and collapsing.
- c. In complete contact with the soil – no voids, unsupported areas, etc.

For descriptive purposes, it is necessary to distinguish between three broad groups of soil:

- a. Granular soils, including sand and gravel
- b. Fine grained soils, including silts and clays
- c. Organic soils, including peat

Different type soils will give different load-bearing pressure. When setting up a machine, the contractor's Assembly/Disassembly Director must be able to distinguish between the three groups of soil, the approximate mixture of each, their moisture content and their depth. The Assembly/Disassembly Director as defined in 29 CFR 1926.1401, must consider factors such as water tables and distance to excavations, which affect the soil's ability to withstand the pressure without collapse. The project soil analysis report may be used as an indicator of soil conditions.

Various tables are available which give the relative load-bearing capabilities of the soil types under static loads. Local building code departments are usually a good source for the tables.

9. RIGGING REQUIREMENTS

- a. All rigging equipment sets shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.
- b. All rigging devices including slings, chains and wire rope shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.
- c. Rigging not in use shall be removed from the immediate work area.
- d. Rigging, including slings, shall be hung on a rigging frame so that bends and kinks do not develop.
- e. Wire rope slings shall be lubricated as necessary during use. Slings shall be lubricated no less than every 4 months when in storage.
- f. "Shop-made" grabs, hooks, clamps or other lifting devices shall not be used unless proof-tested to 125 percent of their rated load by an approved testing agency. Approved devices shall have the capacity permanently affixed.
- g. Slings, on the job, shall not be left lying on the ground or otherwise exposed to dirt and the elements.
- h. Eyes in wire rope bridles, slings or bull wires shall not be formed by wire clips or knots.
- i. Protruding ends of strands in splices on slings or bridles shall be covered or blunted. All rigging equipment in use shall have a safety factor of five (5).

10. SAFE RIGGING PRACTICE

- a. Slings in use shall not be shortened by knots, bolts, or other makeshift devices.
- b. Wire rope slings shall be padded or softeners used to protect from damage due to sharp corners.
- c. Slings used in a basket hitch shall have the loads balanced to prevent slippage.
- d. Loads handled by sling shall be landed on cribbing or dunnage so that slings will not be pulled from under or be crushed by the load.
- e. Slings subjected to shock loading shall be immediately removed from use and destroyed.

- f. When U-bolt wire rope clips are used, industry recognized standards shall be used to determine number and spacing of clips.
- g. Wire rope cable clips shall be applied in accordance with recognized standards.

11. INSPECTION AND RECORD KEEPING

In addition to the inspection required elsewhere in this document, thorough inspection of slings in use shall be made on a regular basis as determined by:

- a. Severity of service conditions
- b. Frequency of sling use
- c. Nature of lifts being made
- d. Experience gained on the service life of slings used in similar use

Inspection periods shall not exceed once in twelve (12) months.

A record of inspections shall be maintained onsite.

12. INSPECTION CRITERIA

Wire rope slings shall be removed from service when:

- a. There is wear or scraping of one-third the original diameter of outside individual wires.
- b. Kinking, crushing, birdcaging or similar damage.
- c. End attachments are cracked, deformed or worn.
- d. There is exposure to temperatures in excess of 200 degrees F. (fiber-core) or 400 degrees F (non-fiber core).
- e. Corrosion of the rope or end attachments occurs.

Natural and synthetic fiber rope slings shall be removed from service when:

- a. Abnormal wear is observed
- b. Powdered fibers are found between strands
- c. Fibers are cut or broken
- d. There are variations in the size or roundness of strands
- e. There is discoloration or rotting
- f. There is distortion of sling hardware
- g. Exposed to temperatures in excess of 180 degrees F
- h. There is no visible identification explaining the maximum load it can lift

Synthetic web sling shall be removed from service when:

- a. Colored warning fibers are visible
- b. Subjected to acid or caustic burns
- c. Melting or chaffing of any part of the sling surface occurs
- d. Snags, punctures, tears, or cuts are observed
- e. Stitches are worn or broken
- f. Fittings are distorted
- g. Exposed to temperatures in excess of 180 degrees F (synthetic web) or 200 degrees F (polypropylene web).
- h. There is no visible identification explaining the maximum safe workload.

13. OVERHEAD UTILITIES

Cranes working in the vicinity of overhead power lines must follow safe distance requirements established in 29 CFR 1926.1407 – 29 CFR 1926.1411 for operations and assembly/disassembly of cranes.

14. REPAIRS

The listed slings may be repaired in accordance with manufacturer's directions.

- a. Synthetic slings
- b. Metal mesh slings
- c. Wire rope slings

Sling repairs must be performed by the manufacturer or any equivalent entity. Once repaired, each sling shall be permanently marked or tagged and a record of the repair maintained.

15. CRITICAL LIFT PROCEDURES

When two or more cranes are to lift a single load, the requirements of 1926.1432 Multiple Crane/Derrick Lifts supplemental requirements must be met. When a load exceeds 75% of the crane's capacity, critical lift procedures must be followed

A job hazard analysis is required for this type of work operation.

16. IN CASE OF SERIOUS EVENT

In the event the worst happens and a crane collapses, turns over, drops a load or otherwise fails, the Contractor shall follow these procedures;

- a. Render emergency first aid.
- b. Call the O'Hare Communication Center at (773) 894-9111
- c. Do not allow the crane, its components or the load to be moved unless vital to rescue operations until a complete and thorough investigation has been completed.
- d. Contact the CM Manager of Safety immediately to initiate proper accident reporting and investigation procedures. The CM Manager of Safety shall contact the CDA Safety Manager.
- e. Take photographs of everything including overall photographs of entire scene, detailed photos of components and anything that will explain what happened and submit complete copy to the Construction Manager.
- f. Begin the interviewing process of witnesses and participants to determine what happened.
- g. Assist other investigatory agencies while preserving the legal rights of all concerned parties.
- h. Prepare a complete investigation and report of what happened and submit to the CM Manager of Safety. The CM Manager of Safety shall forward a complete investigation report to the designated CDA Safety Manager.

H. EXCAVATION

The purpose of this program is to establish guidelines to be followed to control excavation activities. All excavations will be done in full compliance of Subpart P, 29 CFR 1926.650-.653.

Supervisors (including foreman) shall insure that all employees comply with all provisions contained in Subpart P.

All excavations shall be done under the supervision of a competent person.

All soils are to be considered type "C" so all safety provisions are to be reviewed and complied with in their entirety.

This is to include at least a 1-1/2 : 1 (34 Degrees) ratio when sloping the sides.

Any excavation greater than twenty (20) feet in depth shall have plans, which are signed and stamped by a registered professional engineer.

1. SUITABLE INSPECTION

Once the initial excavation is completed, a competent person will inspect the excavation and complete a "Soils Analysis Checklist" and a "Daily Trenching Log". These documents will be maintained at the jobsite. No employee will enter the excavation until this documentation is complete.

2. DAILY INSPECTION

Daily inspections of each excavation, the adjacent area, and the protective systems shall be made by a competent person for evidence of possible cave-ins, indications of failure of protective systems, hazardous atmospheres or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after each rainstorm or other hazard-increasing occurrence. All inspections will be documented on the Daily Trenching Log and a copy maintained at the jobsite.

3. LOCATING UNDERGROUND UTILITIES

- a. When trying to locate underground utilities remove the grass and ground cover in the proximity of the utilities. View with skepticism protective fences or stakes which appear to demarcate utility channels and identify the utility type because the City does not warrant their accuracy. Utilize FAA Locate Request forms, and do not rely on verbal or phone conversations with FAA Technical Operations, for the information you are seeking.
- b. Designate, dedicate and identify that person on-site who shall monitor utility locating activities, will be responsible to see to it that a utility locator, hand digging or use of a hydro excavator is used and ensure adequate lighting exists for the operation to proceed safely. Insist that a representative of the particular utility visit the site when "refreshing" a DIGGER (for earth disturbance and the location of underground utilities within Chicago city limits), Joint Utility Locating Information for Excavators (JULIE), FAA and Aircraft Services International Group (ASIG) number for the project to insure the utility location is correctly marked. Once exposed use visual markers such as fluorescent paint identify highlight their presence to others in the area.

- c. The Contractor is directed to integrate the above information regarding utility identification into his program of daily safety toolbox talks. The Construction Manager will establish “report of locates” which will reference pertinent drawings and identify findings.

4. HAND TOOL EXCAVATION

Where existing underground utilities, etc., are within ten (10) feet from the exposed excavation, supervisor shall visually establish the position of the underground utilities, etc., from the observance of buried utilities surface markers, or in their absence, by hand tool excavation at sufficient intervals.

5. MACHINE EXCAVATION

When locations of all utilities, etc., have been established by surface markers, hand tool excavations, or accurate as-built drawings, and the permit does not contain a requirement for hand tool excavation only, machine excavation shall commence under close supervision.

6. UNEXPECTED UTILITIES, ETC.

During excavation, if unexpected utilities, etc., are discovered, the excavation shall stop and the CM Manager of Safety shall be notified immediately. Excavating shall not be resumed until all notifications are made according to the Chicago Department of Aviation Underground Construction Notification form and that CDA Safety and/or CM Manager of Safety has determined work can resume.

7. BARRICADING

Excavations will be properly barricaded when actual work is not being done. Barricading will be placed six feet from the edge of the excavation and will be of such strength to prevent entrance.

I. ASPHALT WORK

Due to the heavy viscous nature of asphalt, and being one of the most dangerous of all hot products, additional safety requirements are necessary for personnel working in all areas where asphalt is being handled.

Additional safety requirements include:

- a. Long sleeved shirts
- b. Gloves loose enough to be thrown off with a flip of the wrist
- c. High top shoes 5” or more from the bottom of the sole to the ankle tops
- d. Long pants, preferably without cuffs

Need to have a five (5) gallon water container, labeled “non-drinking water” onsite to be used for the possible treatment of burns.

NOTE: It is recommended that nylon or polyester clothing NOT be worn due to the tendency of these materials to melt and adhere to the skin when heated or burned. Wool is the best material to be worn with cotton being the next best.

J. PERSONAL PROTECTIVE EQUIPMENT

This policy is to establish guidelines and rules for personal protective equipment. All personnel including visitors and truck drivers shall comply with the following:

1. HEAD PROTECTION

All Foremen, Superintendent, Field Engineers, and Management will wear white hard hats, and all craft employees will wear colored hard hats.

Hard hats shall be worn at all times while onsite. Exceptions to this are allowed only in the following cases:

- a. Inside the main office trailers
- b. Inside enclosed vehicles
- c. While welding with the use of a welding helmet with over-the-head harness
- d. Where the head protection may otherwise constitute a hazard, e.g. upside-down position, narrow openings, etc.

NOTE: During periods of high winds, insure a chinstrap is obtained, properly adjusted and used.

The cradle of the hard hat shall be adjusted so that the weight of the hat is carried on it. There must be 1-1/4" (inch) clearance between the top of the hat and the head.

No other hats shall be worn under the hard hat.

Do not draw the headband too tight; just snug enough to prevent the hat from tilting. Special liners for winter use should be used.

Inspect the hat daily for broken rim or crown, defective headband or cradle, etc. Replace if any defects are detected, and keep the headband clean.

Do not cut or drill holes in the hat. The hat will be weakened and the protection ability compromised.

Hard hats shall be worn with the bill to the front.

All safety hats must meet the most current version of ANSI Standard 289.2 and must not be altered in any way.

The inside liner of the hard hat must be changed a minimum of once a year, or per manufacturers recommendations. The outside shell of the hard hat must be changed a minimum of every 5 years from initial usage, or in accordance with the manufacturers recommendations.

Western style hard hats, or other novelty styles are not authorized on airport property.

2. EYE AND FACE PROTECTION

- a. Safety Glasses – All personnel shall wear a pair of ANSI approved safety glasses with accompanying side shields at all times, except where otherwise exempted. When working indoors, and no hazards exist, clear lenses (not tinted) shall be worn between sunset and sunrise, or during inclement weather.

Safety glasses need not be worn:

- Inside the main office trailers
- While wearing full-face respiratory protection: or,
- When working in dusty environments where safety goggles are needed.

- b. Goggles – Are to be worn when additional protection is required. Those issued will fit over the prescription or safety glasses. This additional protection is required when conducting light grinding operation or where there is a probability of exposure to acid, caustic, chemicals, etc. Proper care of the goggles may consist of:
- Keeping goggles and lens clean.
 - Never wear a pair that has been previously worn by someone else until they have been disinfected.
 - Assure the head bands are in good condition.
 - The lens must be securely held in place in the frame. Inspect them for scratches which may distort vision or cause eye strain.
 - Do not make any repairs to or wear defective goggles
- c. Face Shields – are to be worn when metal sawing, working with chemicals in a laboratory, taking samples, buffing, sanding, light grinding, table saws, etc.

NOTE: Safety glasses and/or goggles must be worn when a face shield is used.

- The headband is the only adjustable feature and should fit snug enough to hold the face shield in place and attached to the hardhat in areas where head protection is required.
- Since the shield is plastic and is easily scratched, it shall be replaced when distortion or eye strain is experienced.
- Employees wearing prescription glasses shall insure that the glasses have side shields and that the glasses and side shields meet or exceed the standards set forth in the most current version of ANSI Z87.

3. FOOT AND LEG PROTECTION

Safety toe footwear is not generally required, but is highly recommended. However, safety toe boots or safety rubber boots are to be worn when required. The following are footwear requirements:

Acceptable general footwear is limited to sturdy work boots or shoes. A sturdy work boot or shoe is one that has a firm toe and leather, or leather-like uppers that will provide reasonable protection against impact, and also a hard sole that will provide reasonable protection against penetration. The following types of footwear are **not** considered to be a sturdy work boot or shoe:

- a. Athletic or running shoes (including those with leather uppers and/or steel toe).
- b. Moccasins, sandals
- c. Spike or platform heel shoes with canvas or suede uppers
- d. Shoes that expose the toes
- e. Boat shoes
- f. All street shoes

When cutting material with a chainsaw or chop saw, full chaps are required.

Whenever work takes place which creates additional hazards for the employee's feet, i.e. using a jack hammer or a jumping jack compactor, employees will be required to wear additional foot protection such as metatarsal guards.

NOTE: Exception to this requirement is granted to secretaries, clerks and other office personnel that work outside the actual construction area. However, those personnel are not permitted into the construction area unless they are wearing the approved footwear.

4. FALL PROTECTION

Personal fall protection is required by every employee when engaged in work more than six (6) feet above a floor or ground level, unprotected by standard guardrails. Contractors must adhere to all requirements in Subpart M, 29 CFR 1926.500. The fall protection requirements are as follows:

- a. Where personal fall protection is to be used, the employer shall be required to submit a written fall protection plan, which shall be reviewed by the CM Manager of Safety, prior to such fall protection being utilized. All submitted fall protection systems will be required to have a licensed professional engineer (PE) approve the engineering capability of the system.
- b. A full body safety harness shall be accompanied with an attached shock absorbing lanyard or a retractable lanyard, which is secured to an anchorage that will support 5,000 lbs per worker attached to anchor point. Positioning devices such as "belly hooks" alone do not constitute compliance with fall protection. If the "belly hook" is used, it must be used in conjunction with a typical personal fall arrest system as determined by the competent person.
- c. The harness anchor point shall be at or above the same elevation as the user's waist to minimize the fall distance.
- d. Safety harnesses shall be suitable for the particular task being performed and for the hazard to which the employee is exposed.
- e. The initial use of fall protection equipment must be documented and inspected by a competent person. In addition, the Contractor shall follow the manufacturer's recommendations on additional inspections of equipment.
- f. Safety harnesses and safety lines shall be inspected before each use and will be replaced if found defective.
- g. Contractor shall mandate that all employees in scissor lifts, manlifts, and all other human lifting equipment will be tied off at all times.

5. SHIRTS

Shirts with sleeves that cover the shoulders are required at all times. Tank tops or shirts that do not completely cover the upper body are prohibited.

6. TROUSERS

Long trousers are required at all times.

7. HOUSEKEEPING

Daily cleanup of the work area shall be required.

Good housekeeping is an integral part of our safety program. It is the responsibility of all employees, supervisors and workers alike, to maintain a clean and healthful workplace.

Waste materials and debris, such as bread and lunch cups, papers, etc., shall be deposited in the appropriate waste container and those containers are to be emptied on a routine or as needed basis. Oily rags/waste are to be deposited in closed metal containers designated for that purpose.

Oil and liquid chemicals spillage or leakage; spills, of dirt, sand and gravel, or any other form of solid waste spills; are to be cleaned up as they occur.

Field offices, tool rooms, supply facilities, etc., are to be maintained clean and orderly. Floors are to be swept and cleaned on a routine or as needed basis. Personnel having muddy, oily or snow packed footwear shall scrape or otherwise clean the shoes/boots before entering these areas.

Operating supplies are to be stored in approved storage areas. These storage areas shall be maintained in an orderly manner, labeled, and identified.

Empty containers, including drums, are to be removed promptly from the work place, disposed of properly, labeled and identified.

All original containers, and its satellite containers, need to be labeled and placed with the H.M.I.S. coding.

Personal equipment and other items are to be kept in designated areas.

Tools and equipment are to be properly stored in their designated location when not in use. Temporary storage of tools and equipment in operating areas is permitted, provided walkways and working areas are not blocked or restricted and that tripping hazards are not created.

Holes that are dug are to be backfilled immediately or protected by barricades. All excess fill is to be removed.

Temporarily installed floor gratings shall be secured in such a way as to prevent movement or tipping.

Gratings or railings that are removed shall be replaced as soon as practicable. Substantial barricades are to be erected when gratings or railings are removed.

8. SANITATION

Toilets, wash-up facilities and drinking water shall be provided by the Contractor or Subcontractor for the convenience and comfort of their employees in accordance with applicable standards. These facilities shall be secured in such a way as to prevent them from being blown over by high winds or jet blasts.

Portable toilets shall be cleaned, disinfected and re-supplied on a regular basis.

9. LIGHTING

Construction areas, ramps, runways, corridors, offices, shops and storage areas shall be lighted to not less than the minimum illumination intensities while any work is in progress as outlined by OSHA in 29CFR Part 1926.

10. NUCLEAR DENSITY MACHINE

Employees using Nuclear Density Machines must have a visible Radiation Badge. Employees not engaged in the actual testing must be at a minimum 15 feet away from the testing area. Nuclear Density Machines shall not be left unattended. Also, Proper storage and transportation shall be maintained.

11. VESTS

Clean reflective vests shall be worn at all times when airside, on jobsites and while working on roadways.

K. VEHICLE SAFETY

Unattended running vehicles Airside must have the emergency brake engaged. All company owned vehicles or vehicles used on company business are to be driven defensively; using common sense, courtesy and consideration for other motorists. It is the Contractor's responsibility to insure that all vehicles and equipment used on the project are properly maintained and fully functional.

Strict observance of CDA, City of Chicago and State of Illinois traffic laws is mandatory.

Seat belts are to be worn by the driver and all passengers at all times while the vehicle is in motion.

Contractors shall insure that all motor vehicles and equipment, except tracked equipment operating airside (except on service roads), are equipped with an amber MARS light, that shall be operating at all times. The MARS light shall be attached to the top of the vehicle and visible for 360 degrees. All construction equipment operating Airside shall have an operating amber MARS light attached to the top of its cab or shall have an orange and white checkered flag attached to its tallest point. If the checkered flag is used, the minimum size shall be 2' by 2'.

Contractor shall insure that all vehicles and equipment operating on the project shall be equipped with a back-up alarm, audible to a minimum of 200 feet.

Reflective vests shall be worn when working around heavy equipment.

L. FIRE PREVENTION AND PROTECTION

1. GENERAL PRACTICES

Fire protection must be present in accordance with all applicable standards.

No more than a one day (8 hour) supply of flammable or combustible materials shall be stored inside a building.

All portable, flammable and combustible storage containers (55 gallon drums or elevated storage tanks) shall be diked, barricaded and grounded in accordance with applicable standards.

Contractor shall only allow flammable or combustible liquids to be stored in approved metal containers or portable tanks. Containers must be marked as to its contents and placarded with the H.M.I.S. coding.

Approved Container means a container of not more than 5-gallon (8.9L) capacity made of metal, having a spring-closing lid and spout cover so designed that it will safely relieve internal pressure and equipped with a flashback arrester in the spout.

The use of plastic containers for storage of flammable or combustible liquids is prohibited.

Good housekeeping practices shall be followed for minimizing the accumulation of combustible scrap and debris. This scrap and debris shall be removed daily.

Smoking is not permitted on any project considered to be Airside or in a City-owned building.

Tarpaulins and visqueen used in construction areas shall be flame retardant/resistive.

Existing fire hydrants shall not be obstructed from view or access and shall not be taken out of service without prior approval of the Chicago Fire Department. At O'Hare, submittal of the ORD Notice to Airport Users form shall be required prior to taking out of service.

Existing sprinkler systems in buildings shall not be taken out of service without prior approval of the Chicago Fire Department. At O'Hare, submittal of the ORD Notice to Airport Users form shall be required prior to taking out of service.

Open flames or barrel fires shall not be permitted at any time on airport property.

2. TEMPORARY HEATING

Portable heaters shall be equipped with an automatic shut off device that will shut the heater off if it tips over. Such heaters, having outputs above 50,000 BTU/hr., shall have either a pilot, which must be lighted prior to main burner ignition, or an electrical system ignition.

Containers of LP-Gas capacity one pound or more, must stand on a firm, substantial and level surface and shall be secured in an upright position to prevent them from being overturned.

3. STORAGE

Where combustible materials must be stored in work areas, they shall be sorted and placed into approved containers. All combustible materials shall be protected from falling sparks from welding and cutting.

Indoor storage shall not obstruct or adversely affect means of exit. No more than one day (8 hours) of compressed gasses shall be stored in any building.

At fuel or combustible material storage areas, suitable extinguishers shall be located within 50 feet of the stored material. Such areas shall also have "No Smoking" signs prominently displayed.

The Chicago Fire Department, Fire Prevention Bureau and the Chicago Department of Aviation prohibits the storage of gasoline and other CLASS I flammables in above ground tanks: CLASS II (diesel) will be permitted provided they are in compliance with the CDA Memorandum, dated May 15, 1991 and the Municipal Code of Chicago, Fire Prevention Bureau, Section 15-24-220, Motor Fuel Dispensing and 15-24-221, Above-ground tanks.

Sec - 15-24-220 – Motor Fuel Dispensing

All flammable liquid gauging, vending and dispensing devices used for motor vehicle fuel shall be of substantial construction, and firmly secured to a concrete foundation, which shall be so located and designed as to prevent motor vehicles from damaging such devices. Systems wherein continuous pressure is maintained, or water is used to displace liquid from storage tanks, shall not be permitted. The use of above ground storage tanks, tank cars, tank trucks or portable tanks in connection with gauging, vending and dispensing devices, shall not be permitted except for such equipment installed on tank vehicles complying with Section 15-24-1080 and tanks complying with Section 15-24-221 of this code.

Every remote fuel system shall be equipped with a fuel leak detector valve or device located as close as possible to or within the pumping unit. An impact valve or device located as close as possible to or within the pumping unit. An impact valve shall be provided at the base of each dispenser. Such devices and valves shall be listed by a testing laboratory, which has as its primary purpose the testing and evaluation of equipment and materials to meet appropriate standards.

Automatic hose nozzle valves with latch-open devices shall not be permitted. All dispensing devices shall be located so that all parts of the vehicles being served will be on private property. In no case shall the dispensing hose be longer than 16 feet for filling stations and private locations. Where dispensing equipment is used exclusively for trucks or other larger vehicles, automatic hose retrievers may be used, and shall not exceed 40 feet of hose.

Dispensing devices for motor vehicle fuel, except devices used exclusively for dispensing Class II or Class III flammable liquids within occupancy Class H3 buildings, shall not be permitted in buildings hereafter erected, altered or converted.

The dispensing of motor fuels which are Class I flammable liquids directly from tank vehicles shall be permitted only from tank vehicles complying with Section 15-24-1080 and tanks complying with Section 15-24-221 of this code. Retail sales of motor fuel to motor vehicles from tank vehicles shall not be permitted within buildings.

Sec – 15-24-221 – Above-Ground Tanks

The use of above-ground storage tanks, tank cars, tank trucks, or portable tanks in connection with vending, gauging, or dispensing of flammable liquids, other than for equipment installed on tank vehicles complying with Section 15-24-1080, shall be permitted only under the following limited circumstances:

- A. The construction and installation of the tanks must satisfy each of the following conditions and restrictions:***
- 1. Tanks shall be enclosed within a two-hour fire-rated assembly***
 - 2. The tank assembly shall provide 110 percent secondary containment of the flammable liquid. Dikes as required in Section 15-24-170 need not be provided.***
 - 3. Tanks shall be limited to a capacity of 1,000 gallons***
 - 4. No more than two such above-ground tanks shall be installed or located at any one site***

5. *The tank shall be completely surrounded by a protective guardrail which is located a minimum of two feet away from the tank*
6. *Dispensing of the flammable liquid shall be by means of a pump which is permanently attached to the top of the enclosing assembly described in subsection (A) (1) above and which is equipped with an anti-syphon valve.*
7. *Such tanks shall be located a minimum of ten feet away from any building or property line, except that tanks containing Class II or Class III liquids, as defined in Section 15-24-020, may be located within three feet of a fire-resistive wall without openings.*
8. *Each tank shall bear the words "Flammable – Keep Fire Away", conspicuously on each side of the tank. The coloring of the letters shall be a color which contrasts with the color of the tank and the letters each must be a minimum of four inches high*
9. *A lockable fill cap shall be provided*
10. *Tanks shall be electrically grounded*
11. *Emergency vents conforming with Section 15-24-190B shall be provided for both the primary tank and the secondary containment space.*

B. *Above-ground tanks used pursuant to this section shall not be used for any retail sales*

4. HAZARDOUS WASTE REMOVAL

Contractors, involved in Hazardous Waste removal must meet the requirements of OSHA 29CFR 1910.120 by attending either the 24 hr. or 40 hr. OSHA Hazardous Waste Training and carry their certification card when on site.

5. TEMPORARY BUILDINGS

All temporary sheds built inside other building(s) shall be of non-combustible materials. Corrugated sheet metal is recommended. Plastic, tarpaulins, and wood roofs are prohibited.

6. FIRE EXTINGUISHER AND HOSES

Each Contractor and Subcontractor work area shall be provided with suitable portable fire extinguishers and a fire watch where required.

Each Contractor and Subcontractor must be knowledgeable about the location and use of fire extinguishers, fire stands, and hoses. Contractors and Subcontractors must replace any discharged extinguisher immediately. Annual fire extinguisher inspections must be completed by a qualified person or agency.

The first priority in case of fire is the safety of the personnel. In the event of fire, notify the O'Hare Communication Center (OCC) at (773) 894-9111 immediately. The CDA Safety Department Representative shall be notified as soon as practicable by the most expeditious means possible.

7. INSPECTIONS

The Chicago Fire Department may be asked to inspect the project periodically to keep up to date on the route of access to the building for their equipment, availability of water, and access for job personnel. Reports will be provided of inspection results.

M. LADDERS

1. GENERAL

- a. Manufactured ladders must be rated for industrial or heavy duty work.
- b. Job-made ladders must be constructed to conform with established federal, state, local and ANSI standards.
- c. Broken or damaged ladders must not be used. Repair or destroy them immediately. Ladders to be repaired must be tagged and removed from the area.
- d. Wooden ladders shall not be painted so as to obscure a defect in the wood; only a clear, non-conductive finish shall be used.
- e. All ladders shall be manufactured from non-electrically conductive materials.
- f. Ladders shall not be placed in front of doors opening toward the ladder, unless the door is open, locked or guarded.
- g. Only one person shall work from a ladder at one time. If two persons are required, a second ladder shall be used.
- h. Ladders shall not be used as scaffold platforms.
- i. Boxes, chairs, etc., shall not be used as ladders.
- j. When ascending or descending ladders, employees shall have both hands free and shall face the ladder, unsecured ladders shall not be left unattended.
- k. Areas around the top and base of ladders must be free of tripping hazards such as loose materials, debris, cords, hoses, etc.
- l. Employees shall be tied off when using either straight ladders or stepladders and when reaching to the side of the ladder at heights greater than six (6) feet.

2. STRAIGHT LADDERS

- a. All straight ladders shall be equipped with non-skid safety feet. The base of the ladder must be set back a safe distance from the vertical unit, approximately one-fourth of the length of the ladder. (4 to 1 ratio shall be used).
- b. All straight ladders must be tied off at the top or otherwise secured to prevent movement. A second employee must hold the bottom of the ladder while the top is being secured.
- c. Ladders used for access to a floor, roof or platform must extend at least 36" above the point of bearing.
- d. Splicing ladders together is prohibited.
- e. Never use a ladder against a vertical pipe unless the ladder is equipped with a specially designed web strap.
- f. Do not place the ladder against movable objects.

- g. Straight ladders shall not be climbed beyond the third step from the top.

3. STEP LADDERS

- a. The top two steps shall not be used.
- b. The legs shall be fully spread and the spreading bars locked firmly in place.
- c. Only one person may use a stepladder at a time.
- d. The use of a stepladder as a straight ladder is prohibited.

N. SCAFFOLDS

All scaffolds shall be erected and used under the supervision of a competent person and shall adhere to all the requirements of 29 CFR 1926.450. With exception to fall protection where fall hazards exceed six (6) feet, fall protection shall be utilized.

The Contractor shall have each employee who performs work while on a scaffold trained by a person qualified in the subject matter to recognize the hazards associated with the type of scaffolding being used and to understand the procedures to control or minimize those hazards.

All scaffolds shall be erected and maintained to conform with established standards and manufacturer requirements. Supported scaffold systems must include screw jacks and mudsills.

Before assembling and dismantling the scaffold, the Contractor must conduct a Job Hazard Analysis (JHA), specifically related to fall protection. The JHA must be submitted to the CM Manager of Safety for review and comment, and only after review by the CM Manager of Safety, may the Contractor work without fall protection, if fall protection provides a greater risk.

Scaffolds shall be constructed with sound materials, securely fastened and be capable of supporting at least four (4) times the combined weight of the workers and tools/material which may be placed on them.

Scaffold components produced by different manufacturers shall not be intermixed.

Guardrails, midrails and toe boards shall be installed on all open sides of the scaffold. Guardrails, midrails and toe boards should be constructed from components supplied by the manufacturer. Where this is not possible, sound 2 X 4 inch lumber must be used for the guardrails and 1 X 4 inch lumber for the toe boards.

Scaffold planks shall not be less than 2 X 10 inch. They must be cleaned and secured to prevent movement, and shall not extend beyond the outer supports more than 12 inches nor less than 6 inches.

All scaffolds shall be fully planked. No employee shall work from a single plank.

Scaffold planks shall be visually inspected prior to use and if defective, they must be destroyed immediately.

Access ladders shall be provided for each scaffold. Climbing off the end frames or using cross braces for access is not allowed.

Scaffolds shall be secured to the building or structure at intervals which do not exceed 30 feet horizontally and 20 feet vertically.

Overhead protection is required if employees are working on scaffolds and are exposed to overhead hazards. Such protection must be at least 2 X 10 inch planks or the equivalent.

Contractors competent scaffolding person will post a scaffolding sign placard system to provide awareness of possible hazards near or on a scaffold.

The scaffolding sign placard system implemented by the competent person should include a DAILY inspection with that days competent persons initials, time of day (a.m./p.m.) and repairs or modifications made to the scaffold since the initial erection.

The placement of the placard on the scaffold should have a designated position for all scaffolds. All placards are to be placed at eye level, approximately at a height of 5 feet, adjacent to the access ladders for immediate employee hazard recognition.

Green placard = Scaffold Safe for Use

Yellow placard = Scaffold Under Construction, Fall Protection Required

Red placard = Scaffold Unsafe, Do Not Use

Scaffolds or work platforms shall not be altered by unauthorized personnel.

Contractors are required to develop a written plan if suspended scaffolds are used. The written plan must address all requirements in 29 CFR 1926.450. Additionally, a JHA must be developed and shared with personnel working on the suspended scaffold.

The perimeter around the scaffold shall be barricaded.

1. ROLLING SCAFFOLDS

- a. No one is permitted to ride rolling scaffolds while they are being moved.
- b. Rolling scaffolds shall only be used on level and suitable surfaces. Use leveling jacks, where required, or equivalent.
- c. The height shall not exceed four times the minimum base dimension.
- d. The work platform shall be fully planked. Planks must be cleated, or otherwise secured, to prevent movement.
- e. The scaffold shall have the casters or wheels in the locked position when the scaffold is not being moved.
- f. Obtain assistance when moving rolling scaffolds and assure the travel route is clear of holes and overhead obstructions.
- g. Re-inspect the rolling scaffold if moved more than 200' in an eight (8) hour work shift.
- h. Secure or remove all loose tools, materials and equipment before moving the scaffold.

2. INSPECTION OF SCAFFOLDS

- a. All scaffolds shall be inspected by a competent person after being erected and prior to use.
- b. All scaffolds shall be inspected by a competent person each day prior to being used.
- c. All such inspection shall be documented, including re-inspection when applicable.

O. FLOOR, ROOF OR WALL OPENINGS

Any floor or wall opening, through which a worker, equipment, or material might fall, shall be covered with material of sufficient strength to support any load placed upon it, or guarded on all sides with standard guardrails and toe boards.

If a cover is utilized, it shall be secured to prevent accidental removal or displacement.

The floor covering must be able to support twice the intended load.

A sign shall be posted on the protective covering which states "Floor (Roof) Opening. DO NOT REMOVE.

All temporary protection shall be left in place until permanent protection has been installed or the hazard has been eliminated.

Ladder openings in floors and platforms shall be guarded by standard guardrails and toe boards on all sides.

When it is necessary to work inside the barricade around a floor opening, appropriate personal fall protection shall be worn.

P. PORTABLE HAND AND POWER TOOLS (ELECTRIC AND PNEUMATIC)

1. HAND TOOLS

- a. Employees shall use only those tools, which are in good condition. The tool used shall be for the purpose for which it was designed. When proper and safe tools are not available for immediate work, contact your supervisor.
- b. All tools shall be inspected at regular intervals and tools which develop defects while in use shall be removed from service, tagged, and not used again until deemed to be in safe working condition.
- c. Impact tools with mushroomed heads, such as chisels, drills, hammers and wedges shall not be used until they have been reconditioned.
- d. Hammers, axes, shovels and similar tools shall not be used if the handles are loose, cracked or splintered. The handles shall be replaced and never repaired with tape or wire.
- e. Open-end and adjustable wrenches with sprung or damaged jaws shall not be used. Pipe wrenches with dull teeth shall not be used. Shims shall not be used to make a wrench fit.

- f. Pipe or other extensions shall not be used on a wrench handle for added leverage, unless the wrench is specifically designed for such use.
- g. Hammers with metal handles, screwdrivers or knives with metal continuing through the handle, metal rulers, metal tape lines, or tape lines containing metal wires shall not be used on or near energized electrical circuits or equipment. Insulation on hand tools shall not be relied on to protect users from an electrical shock.
- h. Tools shall not be left lying around where they may cause someone to trip or stumble.
- i. Tools shall not be thrown from place to place or from person to person.
- j. Appropriate buckets, etc., firmly attached to hand lines shall be used to raise or lower tools from one elevation to another.
- k. Tools shall be stored on appropriate tool boards, boxes, racks or compartments when not in use.
- l. When working on or above grating, a suitable covering shall be used to cover the grating to prevent tools, or parts from dropping to a lower level where personnel and equipment are present. The lower danger area should be barricaded or guarded with appropriate warning signs posted.

2. POWER TOOLS (ELECTRIC AND PNEUMATIC)

- a. No repairs or adjustment shall be made on a power tool (electric or pneumatic) unless the tool is disconnected from its power source. If it is necessary to be out of sight of the plug or connection while repairs are being made, attach a tag to the plug or connection.
- b. Never operate a power impact tool unless the retainer ring and/or pin is in place and the head is against a solid object.
- c. Damaged or defective tools must be removed from service immediately.
- d. Power tools shall be hoisted or lowered by a hand line, bucket, etc., never by the cord or hose.
- e. Cords and hoses must be kept out of walkways and off stairs and ladders. They must also be secured with care to prevent them from being damaged by other equipment or materials.
- f. Safety switches shall not be bypassed or made inoperable.
- g. All proper guards must be in place at all times.

3. ELECTRIC TOOLS

- a. The non-current carrying metal parts of electric tools such as drills, saws and grinders shall be effectively grounded when connected to a power source, unless:
 - b. The tool is an approved double-insulated type, or

- c. The tool is connected to the power supply by means of an isolating transformer or other isolated power supply, such as a 24-volt DC system.
- d. All power tools shall be examined prior to use to insure general serviceability and the presence of all applicable safety devices. The electric cord end electric components shall be given an especially thorough examination.
- e. Electric tools shall not be used where there is a hazard of flammable vapors, gases or dusts. Assure the ground prong is present.

4. PNEUMATIC TOOLS

- a. Pneumatic tools shall only be operated by competent persons who have been trained in their use. Documentation of training shall be available onsite.
- b. Pneumatic tools shall be secured to the hose by some positive means; also, each hose connection must be provided a safety-retaining clip.
- c. These tools shall never be pointed at another person.
- d. Compressed air shall not be used for cleaning purposes.
- e. Compressed air shall not be used to blow dust or dirt from clothing.
- f. Assure all appropriate personnel protective clothing is worn, including hearing protection, when necessary.
- g. Prior to making adjustments or changing air tools, unless equipped with quick-change connectors, the air shall be shut off at the air supply valve ahead of the hose. The hose shall be bled at the tool before breaking the connection.
- h. Metal-reinforced hose shall not be used near energized equipment. When this type hose must be used, proper clearances shall be maintained.

5. GRINDERS

- a. Stationary grinders shall be mounted securely on substantial floors, benches or foundations to prevent excessive vibration or tipping.
- b. Enclosures for grind wheels are required.
- c. Tool rests shall be kept 1/8" (inch) from the wheel and gap distance shall be adjusted for wheel wear.
- d. The abrasive wheel, disc, etc., shall meet or exceed the maximum RPM rating of the grinder.
- e. Immediately before mounting, all wheels shall be closely inspected by the user to assure the wheels have not been damaged. Any wheel that shows damage or has been dropped on a hard surface shall not be used.
- f. Guards are required on all portable grinders when the diameter of the wheel exceeds 2" (inches) in diameter.
- g. The abrasive wheel and accessories shall meet or exceed the maximum RPM of the grinder.

- h. The abrasive wheel shall be closely inspected for damage prior to mounting on the grinder.
- i. Abrasive grinding wheels shall not be dropped into a gang box, onto concrete, or shall not have other materials or tools dropped on them.
- j. When a grinder is first used at the beginning of the job, it should be brought up to operating speed with the wheel oriented so that any breakage will be deflected away from the user and other personnel.

6. MACHINE GUARDS AND SAFETY APPLIANCES

- a. Machine guards on components such as flywheels, belts and pulley drives or pump couplings shall not be removed unless the equipment is de-energized and tagged and locked out.
- b. If guards are removed to make repairs, the guards shall be replaced before the machinery is put back in operation.
- c. Only properly trained and authorized personnel shall make any adjustments to safety appliances such as relief valves, vents or overspeed trips.
- d. Safety appliances such as relief valves, vents or overspeed trips, etc., shall not be bypassed or made inoperative without express concurrence of management and the project safety representative.

Q. MATERIAL HANDLING AND STORAGE

1. POWERED INDUSTRIAL TRUCKS (FORKLIFTS)

When the use of a forklift is called for, the operator of the forklift must be certified in its use.

OSHA regulations in 29 CFR 1926.602 (d) states: "the employer shall ensure that each powered industrial truck (forklift) operator is competent to operate a powered industrial truck (forklift) safely, as demonstrated by the successful completion of the training".

The operator must have his certification card, which signifies successful completion of this training, on his person whenever operating the forklift.

2. STORAGE

All material must be properly stacked and secured to prevent sliding, falling or collapse. Aisles, stairs and passageways must be kept clear to provide for the safe movement of employees and equipment and to provide access in emergencies.

Pipe, conduit and bar stock shall be stored in racks or stacked and blocked to prevent movement.

The quantity of materials stored on scaffolds, platforms or walkways must not exceed that required for one day's operations or the rated capacity of the scaffold or platform

Protruding nails must be bent or removed when forms or materials are stripped or uncrated.

Materials shall not be stored in such a manner that they block access to fire exits, electrical panels or emergency equipment.

3. MANUAL LIFTING AND CARRYING

When lifting heavy or awkward objects, the employee shall obtain the assistance from another employee or use power-lifting equipment.

When two or more persons are carrying an object, each employee, if possible, shall face the direction in which the object is being carried.

When two or more employees are lifting or pulling together, one person shall give the signals for the group. Never carry an object alone that prevents your seeing the route of travel.

When lifting an object, crouch or squat with your feet close to the object to be lifted, secure good footing with feet apart, take a firm grip with the palms, bend the knees, keep the back straight with the chin tucked in, lift by using the leg and thigh muscles, and hold the load close to your body.

4. PAINTING/CHEMICAL USE

The Contractor shall take appropriate measures to minimize the spread of airborne paint particles, i.e., tarps/visqueen, cover other equipment/material and cease outside spraying during windy conditions.

The Contractor shall provide adequate ventilation in enclosed areas.

Employees, whether applying or stripping paint, shall use all required personal protective equipment – when in doubt contact your supervisor.

Consult the material's Safety Data Sheet (SDS) for all precautionary measures.

No spray painting will be permitted in the presence of open flames (acetylene torches, gas burners, welding operations, heaters, furnaces, boilers, etc.) due to the possibility of igniting flammable materials contained in the paint products.

Please refer to VII (B) for detailed information on the respiratory safety requirements.

R. BARRICADING / TRAFFIC CONTROL

1. BARRICADES

Barricades shall be maintained around excavations, confined spaces or other hazardous areas at all times.

Barricades may be 2" X 4" planks attached to upright stations or yellow and black ribbon. If 2" X 4" planks are used, they shall consist of handrails and midrails. Handrails shall be 42" from the floor or ground and the midrail shall be placed 24" from the floor or ground.

If the yellow and black "caution" tape is used, it shall be the plastic-coated, woven nylon type. Plastic or polyethylene type shall not be used.

Snow fence shall be used in lieu of barricade tape at construction areas where pedestrian traffic is present or which can cause caution tape to be insufficient.

2. TRAFFIC CONTROL

When working in or near a public road or street, barricades shall comply with IDOT Standards/Specifications for Traffic Control. This shall include, but not be limited to, spacing, color-coding, size and lighting.

All barricaded areas shall be inspected twice per week, once during daylight hours and once during the hours of darkness. The inspection form shall be completed after each inspection and forwarded to the CM Manager of Safety.

When flag persons are used, they shall have been trained and certified a flag person by a Laborer's Union or some other certifying agency. The flag person shall wear an appropriate traffic vest, PPE and be equipped with a traffic paddle or flag during daytime activity and an illuminated wand for night work. Any employee functioning as a flag person shall have in their possession a current certification card. **Employees not trained and certified may not perform flagging duties.**

Reflective vests shall be worn by all personnel working on Roadways, Taxiways, Runways and Projects where employees are in the area of vehicular traffic and/or airport Operations.

A daily traffic log must be completed and signed off. These records must remain on file for review.

S. SAFE USE OF EQUIPMENT/GENERAL EQUIPMENT

1. Any Contractor employee operating a piece of equipment that the employee sits in will be required to wear a functional seatbelt, unless the equipment lacks ROPS (Rollover Protection System) or is designed for standup operation.
2. Safety glasses and reflective vests shall be worn while operating equipment. Hardhats are required when outside a protective cab.
3. Functional fire extinguishers will be secured and located in all contractor equipment.
4. Daily equipment inspection sheets shall be completed by the operator and remain in the cab, available for review upon request.
5. Functional amber MARS lights must be activated at all times while equipment is operating, (Exception: Tracked Equipment).
6. Functional back up and movement alarms must be operating on all moving equipment.
7. All Contractor's operators must be trained on the proper operation of the piece of equipment they are using, and certified or licensed where required.
8. All vertical or articulating machinery that is used to lift workers or equipment must be equipped with a vertical and horizontal motion detection signal.
9. Impaired visibility caused by the equipment or the location of the equipment shall require the use of a spotter for the movement of equipment or vehicles on the construction site.

T. GENERAL SAFETY COMMUNICATION

Regardless of the method of communication, all Contractor's supervisors and/or foreman must be able to verbally communicate with their employees. If there are employees on the jobsite that choose to communicate with a language other than English, then the Contractor shall, at all times work is conducted, have supervisory personnel on the jobsite that is proficient in the chosen language of the employees and English. The ability to verbally communicate with all employees is paramount to safety training and hazard abatement.

U. STEEL ERECTION

Contractors involved with steel erection are required to comply with all requirements of Subpart R, 29 CFR 1926.750 - .761. The key provisions of the revised steel erection standard include:

1. The site layout and construction sequence
2. Site-specific erection plan
3. Hoisting and rigging
4. Structural steel assembly
5. Column anchorage
6. Beams and columns
7. Open web steel joists
8. Systems-engineered metal buildings
9. Falling object protection
10. Fall protection (The airport 6' fall protection rule shall supersede the 1926R fall protection requirements.)
11. Training

This subpart addresses hazards associated with, but not limited to hoisting, landing and placing decking; column stability; double connections; working under loads; landing and placing steel joists and falls to lower levels. These provisions are specifically addressed to ALL EMPLOYEES exposed to any of the conditions aforementioned and is NOT specific to the ironworkers trade only.

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VII. HEALTH PRECAUTIONS

A. HAZARD COMMUNICATION

1. DEFINITIONS

Article: A manufactured item which is formed to a specific shape or design during manufacture and which has end use functions dependent in whole or in part upon the shape or design, and which does not result in exposure to a hazardous chemical under normal conditions of use.

Chemical: Any element, compound or mixture of elements and/or compounds, excluding articles, food, drugs or cosmetics intended for personal consumption, wood, wood products, tobacco and tobacco products.

Name: Scientific designation of a chemical in accordance with the nomenclature system of the International Union of Pure and Applied Chemistry (IUPAC) or the Chemical Abstracts Service (CAS).

2. POLICY

This program is designed to insure that the Contractor provides information to his employees at all levels regarding chemical projects to which they are exposed. It will be accomplished by the following:

Contractors shall maintain a list of all hazardous chemical products used and stored onsite. A copy of all SDS shall be submitted to the Contractor safety representative prior to being brought onto the site. A master index will be located in the CM Manager of Safety's and the Contractor's office.

Appropriate labeling on containers of all chemical materials used. All labeling shall conform to the National Fire Protection Association (NFPA) systems.

Making available material Safety Data Sheets (SDS's) for all chemical products used at the airport.

Employee training to recognize and interpret labels, warnings, color-coding, signs, etc., that are affixed to containers so that they can properly protect themselves against potential hazards.

Employee training to understand the elements of the SDS and to recognize possible risks to health and physical harm.

This written program shall be made available, upon request to employees, their designated representative(s) and all City of Chicago, State and Federal officials who have proper authority.

3. CHEMICAL PRODUCT INVENTORY LISTS AND SAFETY DATA SHEETS

A list of all hazardous chemicals and a copy of MSDS's used shall be maintained in the CM Manager of Safety's office.

Each Contractor shall be required to maintain a copy of a chemical inventory and a copy of all MSDS's for chemicals used by their employees or employees of their subcontractors. These copies will be maintained onsite.

4. LABELS

Hazardous chemicals received onsite shall be properly labeled by the manufacturer/supplier. If labels are not provided, the supplier shall be contacted to get the specific labels. Containers will not be received onsite without labels. These labels must provide the following information:

- a. Identity of the chemical projects or substances in the container
- b. Hazard Warnings
- c. Name and address of the manufacturer or other responsible party
- d. The labels must not be removed and must be replaced if illegible

All containers of hazardous chemical products, including laboratory bottles, solvent cans and dispensers must be labeled and must be of proper construction in order to contain the chemical.

5. EMPLOYEE TRAINING AND INFORMATION

Contractors shall provide to employees whose work includes the use of hazardous chemicals training in the handling of chemical products. There will be periodic reviews of the training program.

The training program will provide instruction in the following:

- a. The location and availability of the MSDS sheets
- b. Explanation of the MSDS data and manufacturer's label
- c. Methods and observations to detect the presence, or release, of hazardous chemicals in the work area.
- d. Protection measures for employees. This includes safe work practices and available protective equipment such as face and eye protection, outerwear, gloves and respirators.

6. INFORMING OTHER CONTRACTORS

Information concerning the location and hazards of hazardous chemicals present in the work area must be made available to other contractors. Copies of the appropriate Material Safety Data Sheets shall be given to the Contractor's supervisory personnel by the Contractors Safety Representative when it is apparent that contractor employees are working in an area where hazardous chemicals are used.

B. RESPIRATORY PROTECTION

1. RESPONSIBILITY

The Contractor shall be responsible for administration of an effective respiratory protection program. They may delegate the authority for this assignment to the safety specialist. However, it remains the Contractor's responsibility to assume full compliance with all sections of this program.

2. HAZARD ASSESSMENT

Proper written assessment of the hazard is the first important step to protection. This requires thorough knowledge of the process, related equipment, raw materials and end products and by-products which can possibly create an exposure hazard. Air samples must be taken with proper sampling instruments during all conditions of operation to assess the atmosphere for oxygen content in concentration levels of particular and/or gaseous contaminants. The sampling device and the type and frequency of sampling will be dictated by the exposure and operating conditions.

3. HAZARD CONTROL

As operating conditions within an active construction site make many engineering controls difficult, if not impossible to use, considerable emphasis must be given to providing proper and adequate personal protective equipment. However, consideration should be given to using less toxic materials in the process, providing suitable exhaust ventilation or isolation.

4. SELECTION

Since there are many types of respiratory protective devices, it is imperative that they be selected with utmost care to insure that the proper protection is afforded and that personnel are thoroughly trained in their use and limitations. Only equipment approved by the National Institute for Occupational Safety & Health (NIOSH) will be used.

Respiratory protective devices vary in design, application and protective capability. The user must, therefore, assess the inhalation hazard and understand the specific use and limitations of available equipment to assure proper selection. Respiratory protective devices fall into three classes; air purifying, supplied air and self-contained breathing apparatus.

5. TRAINING

For safe use of any respiratory protective device, it is essential that the user be properly instructed in the selection, use and maintenance. Both supervisors and workers shall be so instructed by competent persons. Minimum training shall include the following:

Instruction in the nature of the hazard, whether acute and/or chronic, and an honest appraisal of what might happen if the proper device is not used.

Explanation of why a more positive control is not immediately feasible. This shall include recognition that every reasonable effort is being made to reduce or eliminate the need for respiratory protection.

A discussion of the devices, capabilities and limitations.

- a. Instruction and training in actual use (especially a respiratory protective device for emergency use) with close and frequent supervision to assure that it continues to be properly used. Classroom and field training to recognize and cope with an emergency situation.
- b. Training shall provide the employees an opportunity to handle the device, have it fitted properly, test its face piece to face seal, wear it in normal air for long periods and finally, to wear it in a test atmosphere. Respiratory protective devices shall never be worn when a satisfactory face seal cannot be obtained. There are many

conditions that may prevent a satisfactory face seal from being worn, such as excessively long side burns, beard, temples on glasses, or an unusually structured face.

All training will be documented and that documentation maintained onsite.

6. INSPECTION, MAINTENANCE AND REPAIR

Proper inspection, maintenance and repair of respiratory protective equipment is mandatory to assure success of any respiratory protection program. The precise nature of the program will vary widely depending on the type of equipment involved. The goal is to maintain the equipment in the conditions providing the same effectiveness it had when manufactured.

All equipment must be inspected periodically before and after use. For equipment used only in emergencies, the period between inspections should be no more than one month. A record shall be kept of all inspections by date with the results tabulated. The manufacturer's recommendations shall be followed precisely.

All respiratory protective equipment shall be cleaned and disinfected after each use. Other maintenance includes replacement of disposal elements, such as filters and cartridges whenever such replacement is necessary. Following the cleaning of equipment, it shall be placed in a plastic bag to maintain it free of contamination.

Replacement of other than disposable parts and any repair shall be done only by personnel with adequate training to insure that the equipment is functionally sound after the work is complete.

7. MEDICAL SURVEILLANCE

Workers will not be assigned to any operation requiring respiratory protection until a physician has determined that they are physically and psychologically capable of performing the work using the respiratory protective equipment. Documentation of the physical exams will be maintained onsite.

C. HEAT STRESS

1. DEFINITIONS

Heat stress - A combination of environmental conditions, work demands and clothing requirements that tend to increase body temperature. Heat stress can diminish work performance and adversely affect worker health and safety.

Note: Environment conditions include high temperature/ high humidity and heat from hot surfaces.

Heavy Work - Heavy lifting, pushing or pulling as in pick and shovel work or climbing ladders and stairs, turning valves and lifting or moving heavy objects.

Moderate Work - Sitting with heavy arm or leg movement, standing with some walking about or walking about with moderate lifting/pushing and descending stairs/ladders, installing insulation or manual valve alignment (ease).

2. RESPONSIBILITY

Supervisor shall:

- Plan work tasks to reduce heat stress potential
- Emphasize the safe work practices in the Heat Stress Policy
- Insure the use of the “buddy system” and monitoring in areas where heat exposure is severe due to protective clothing requirements.

Employees shall:

- a. Inform their supervisor of any medication which may preclude the employee from working in a heat stress area. These medications include:
 - Diuretics
 - Vasodilators
 - Central nervous system inhibitors
 - Antichlorinergic medications
 - Antihistamines
 - Muscle relaxants
 - Tranquilizers
 - Sedatives
 - Amphetamines
 - Atropine
- b. Inform their supervisor of recent sunburns or any illness involving fever, vomiting or diarrhea as these conditions may dehydrate a person.
- c. Immediately notify the person in charge and leave the area when feeling discomfort from heat stress, e.g.,
 - Dizziness
 - Headache
 - Nausea
 - Fainting

Note: When working outside, rest in the shade
- d. Follow these directions to reduce the potential of heat stress problems.
 - Increase fluid intake
 - Do not skip meals
 - Avoid alcohol use

3. DESCRIPTION OF HEAT STRESS

Under heat stress conditions, the body produces heat faster than it can be shed to the surrounding environment or when the body absorbs heat from the surrounding environment. The body must maintain itself between 98 degrees – 100 degrees F. To do this, the body increases blood flow to take heat from the muscles to the skin and increase perspiration to cool by evaporation.

4. RECOGNITION AND TREATMENT OF HEAT ILLNESSES

ILLNESS	SYMPTOMS	TREATMENT
Heat Stroke	Dry skin, usually red; mottled or cyanotic; confusion, loss of consciousness; convulsions, fatal if treatment is delayed.	Immediate and rapid cooling by immersion in chilled water or wrapping in a wet sheet.
Heat Rash	Red rash with blister-like bumps; prickling sensation during heat exposure.	Intermittent relief from heat, maintain dry skin, prevent secondary infection.
Heat Cramps	Painful spasms of muscles used during work; onset during or after work hours.	Drink more water, eat salty foods.
Heat Syncope	Fainting while standing, erect and immobile in heat.	Remove to cooler area; rest in recumbent position; drink water.
Heat Exhaustion	Fatigue; nausea, headache, giddiness, skin clammy and moist; may faint with rapid pulse and low blood pressure.	Remove to cooler area. Rest in reclined position; administer fluids by mouth.

5. TRAINING

Sufficient annual training shall be provided to cover heat stress problems employees could experience. The training should include:

- Recognition and treatment of heat stress
- Safe work practices
- Instrumentation for heat stress monitoring
- Physiological heat exposure limits/WBGT
- Documentation of training will be maintained onsite

D. CONFINED SPACE ENTRY

All confined space work shall be done under the supervision of a competent person and follow all requirements set forth in Subpart AA – Confined Spaces in Construction..

1. INTRODUCTION

The Contractor shall have the responsibility for recognizing areas considered to be a confined space and for notifying employees assigned to such locations. The Contractor shall be responsible for providing equipment and special instructions for the workmen, such as ventilating units, respirators, safety belts, lifelines, all atmospheric testing and testing equipment, and all conformance to all applicable OSHA standards.

The “buddy” system shall be used and an observer shall tend all workmen in a confined space. Rescue procedures shall be agreed upon beforehand. The Contractor shall submit

a complete Confined Space Entry Program to the CM Manager of Safety prior to starting work. The Contractor shall also be responsible for notifying the Chicago Fire Department prior to beginning work in a confined space. Further, Job Hazard Analysis documentation and discussion related to specific confined space operations shall be submitted to the CM Manager of Safety.

The hazards encountered and associated with entering and working in confined spaces are capable of causing bodily injury, illness, and death to the worker. Accidents occur because of failure to recognize that a confined space is a potential hazard. Hazard potential is magnified when employee workspaces, which previously have been free of contamination, are for various reasons subject to conditions which alter their normal atmospheres. An employee's awareness of conditions in and around his or her work areas must be instilled in those working in confined spaces. An understanding of the nature of any problem shall be communicated to affected employees by their employers, so that an awareness of entry into the space will be achieved.

2. DEFINITION

A confined space is defined as any space having limited entry or exit (egress) which may be subject to the development of any oxygen-deficient atmosphere or the accumulation of toxic or flammable contaminants. Confined spaces may include, but are not limited to the following structures or enclosures: Silos, boilers, vaults, storage tanks, plating and degreasing tanks, process vessels, bins, sewers, manholes, catch basin, pipelines, underground utility vaults and ducts. Also included are open top spaces such as pits, tubs, tunnels, press pits and underground shafts or other excavations which may be poorly ventilated and permit the presence of a hazardous atmosphere.

3. HAZARDS

A variety of hazards may be associated with a confined or enclosed space, and knowledge of them is essential when evaluating the condition of such spaces. Some common confined space hazards include:

- a. An atmosphere deficient in oxygen due to its displacement by other gases or vapors. An oxygen-deficient atmosphere is one, which contains less than 19.5% oxygen by volume. An oxygen-enriched atmosphere exceeds 23.5% oxygen.
- b. A Lower Explosive Limit (LEL) that exceeds 10%.
- c. Toxic, flammable, or explosive dusts, gases, vapors, fumes, smoke or mists.
- d. Electrical equipment such as tools or lighting which may present the possibility of electrical shock or serve as a source of ignition.
- e. Exposure to extremes in temperature.
- f. Limited access opening which may hinder the entry of rescue personnel.
- g. The operation of tumblers, mixing blades, crushes, agitators, pumps, rams or conveyors.
- h. Insufficient illumination.
- i. Obstacles of distance between the work location and point of exit.
- j. Hydraulic oils, gases or other fluids contained within pressurized lines.

- k. Improper, inadequate, or poorly maintained respiratory protective or rescue equipment.
 - l. Absence of an attendant stationed outside of the entrance.
 - m. Lack of ability to communicate between inside workers and outside personnel.
4. PROCEDURES FOR ENTRY

The following are conditions for entry into all confined spaces:

Break or block supply lines or lock out valves on those supply lines servicing the vessel or space. The flow of material into confined spaces while employees are working there must be eliminated. Caution must be exercised while breaking supply lines to prevent exposure to hazardous material they may contain.

Lock and tag out energy sources to moving parts inside the space such as agitators, converters, or mixing blades.

Before entry, the confined space shall be purged by leaving access doors or hatches open. Natural ventilation is then possible, or mechanical ventilation may be provided by a portable blower. When portable blowers are used, intakes to this air-moving equipment must be positioned so that only clean air is introduced into the confined space. Any accumulation of material which could make the atmosphere hazardous, such as sludge or liquids, shall be removed before entry where possible. Air sampling is required prior to any entry into a confined space.

Mechanical ventilation must be provided where welding or cutting is done in confined spaces. All gas or oxygen cylinders and manifolds shall be located outside the confined spaces.

When used in confined spaces, portable lights and electric tools shall be grounded unless they are UL approved double insulated. Work in damp, confined spaces or metal tanks or enclosures requires exceptional protection from electrical hazards. Ground fault circuit interrupters, battery-powered equipment, or approved protected low voltage systems shall be used.

Sufficient lighting shall be provided in the confined space without use of matches or an open flame. Portable lights shall have protective guards to prevent bulb breakage. Explosion-proof plug-in lights, flashlights, and electric motors shall be used in confined spaces where flammable materials are present.

Where contact with any contaminants which could result in skin or eye irritation is possible, protective clothing shall be worn to prevent contact. This may include face shields, goggles, protective hats, gloves, sleeves, and rubber boots and rain jackets. Head protection is required except where it might constitute a hazard.

Prior to entry, workers shall be made familiar with diagrams and plans of the interior of the confined space, ladder locations, access openings and process lines.

The area surrounding the confined space entry point shall be kept clear of all debris of equipment, and the number of employees entering the space shall be kept to a minimum.

The entry permit must be hung at point of entry. A written record must be maintained at the point of entry of the name and time entered/exited.

When entering confined spaces, employees shall attach their personal identification badges to the confined space entry permit. They shall reclaim their badge upon leaving the confined space.

When an employee enters any confined space such as, but not limited to, a bin, silo, hopper or tank which contains bulk or loose material that could engulf the employee, the supply of material shall be shut off and the discharge shall be shut off if feasible.

The employee shall wear an approved, full safety body harness attached to an approved lifeline. The lifeline shall be strung from overhead and down to the employee where it is attached to the "D" ring on the full safety body harness and kept reasonably taut at all times. When this is done, another employee shall be in sight or within hearing distance.

Safety harnesses and lifelines shall be so attached to the employee entering the confined space that his body cannot be jammed in the opening.

Whenever employees are in a confined space, there shall be an attendant immediately outside the opening who shall have been trained in attendant duties and who shall be performing no functions other than that of an attendant.

Communications, such as visual, voice, or signal line shall be maintained between a rescue person outside the confined space and all employees inside the space. A mechanical means to lift the employee out of the confined space shall be provided.

In order to enhance communications, work being performed in confined spaces shall be planned far enough in advance so that responsible for the testing will schedule it accordingly.

5. AIR SAMPLING

Air sampling is necessary before entry is made. It is the responsibility of the Contractor whose employees will be entering any confined space (new or existing) to provide testing.

An extension wand attached to the air monitor shall be used when entering a horizontal type confined space.

Carbon monoxide levels must be monitored regularly in enclosed areas when temporary heaters, construction equipment and portable generators are being used. Should gases, vapors, fumes, ducts or mist levels be above the allowable OSHA Threshold Limit Values (TLV), the Contractor shall reduce them through engineering controls or have a respiratory program in place. In either case, the Contractor must provide maximum protection for those exposed, and comply with all City of Chicago, State of Illinois and Federal regulations.

Responsibilities for air sampling are as follows:

- a. Contractor supervision has the responsibility for sampling air in the confined spaces they plan to access. Training for this duty will be provided by the Contractor.
- b. Copies of test results shall be maintained onsite.

Where possible, testing of confined spaces must be conducted from outside the space. Where remote testing is not possible and entry must be made in order to perform the appropriate testing, respiratory protection, lifelines, and other necessary protective

equipment and procedures designed for atmospheres immediately dangerous to life or health must be utilized while conducting these tests.

At no time shall sources of ignition be introduced into questionable atmospheres while testing is being done. This requirement will necessitate the use of spark proof flashlights in areas being tested, if such lighting is needed.

Prior to entry, all confined spaces shall be monitored and the atmosphere shall not exceed the following limits:

Oxygen	Not less than 19.5% or more than 23.5%
Combustible	10% of LEL
CO	35 P.P.M.
H2S	10 P.P.M.

Note: The Contractor shall be responsible for the testing of confined spaces, the issuing of permits, the training of employees, and the enforcement of all applicable standards.

E. DUST CONTROL PLAN

Each Contractor is responsible for controlling dust that:

- a. Might endanger the health of employees or others.
- b. Creates a nuisance to the general operations of the airport and public safety.
- c. Creates a nonconformance to environmental regulations.

Should the dust levels be above the allowable Threshold Limit Value (TLV), the Contractor shall reduce them either through engineering controls, watering trucks, or sweepers. The Contractor must provide maximum protection for those exposed to dust, and comply with all City of Chicago, Chicago Department of Aviation, State of Illinois and Federal regulations.

The Contractor is responsible for keeping service roads, taxiways, and runways on which they are using or working, clean and free of debris.

F. HEARING PROTECTION

Each employee shall wear hearing protection in areas designated as high noise areas.

Contractors, foremen, supervisors and managers are responsible for insuring that each employee under their direction fully complies with the provisions of this program.

1. NOISE ASSESSMENT

Contractor shall be responsible to conduct general noise level surveys and personal monitoring to assess the need for hearing protection.

A survey shall be made initially and whenever there is a major change in operating conditions. If the survey indicates high noise areas (90 dBA or greater), the area shall be posted for hearing protection requirements and periodically, employees shall use personal monitors to identify inclusion in the program. The survey and personal monitoring shall be performed using sound level meters or noise dosimetry under the "A" weighing scale (slow response).

If the 8-hour time weighted average (TWA) equals or exceeds 85 dBA, the employee shall be enrolled in the Hearing Conservation Program.

The Contractor shall notify each employee exposed at or above the action level of an 8-hour TWA or 85 dBA, of the result of the monitoring.

2. HEARING PROTECTORS

The Contractor shall make hearing protectors available to all employees exposed to an 8-hour time weighted average of 85 dBA or greater at no cost to the employees. Hearing protectors shall be replaced as necessary.

Each supervisor, operator, etc., shall insure that hearing protectors are worn in all posted areas by all employees.

Employees shall be given the opportunity to select their hearing protectors from a variety of suitable hearing protectors (three minimum) where possible.

Training in the use and care of all provided hearing protectors shall be given to employees.

Proper initial fitting shall be assured and the correct use of all hearing protectors shall be supervised.

3. EMPLOYEE TRAINING

The Contractor shall provide a training program of all employees who are exposed to a noise level at or above an 8-hour time weighted average of 85 decibels. Training shall be documented with the documentation being maintained onsite

The training program shall be repeated annually for each employee working in the affected area. Information provided in the training program shall be updated to be consistent with changes in protective equipment and work processes. A copy of the training program and documentation of attendance shall be provided to the CM Manager of Safety.

The training program shall include:

- The effects of noise on hearing

The purpose of hearing protectors, including the advantages, disadvantages, and attenuation of various types, plus instruction on selection, fitting, use and care.

G. DRUG-FREE WORKPLACE

1. POLICY

All employees shall report to work in a physical condition that will enable them to perform their work in a safe and efficient manner.

All employees are prohibited from using, possessing, dispensing or receiving "prohibited substances" on CDA facilities.

The term "prohibited substances" (as used throughout this policy) means and includes illegal drugs (including controlled substances, look-alike drugs, designer drugs, synthetic drugs, unauthorized prescription drugs, prescription drugs not used for their prescribed purpose and alcohol).

The term CDA Facility (as used throughout this Policy) includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles including construction job sites over which CDA has responsibility.

All employees are prohibited from reporting to work with a “measurable amount of a prohibited substance” in their system.

The term “measurable amount of a prohibited substance” (as used throughout this policy) is defined in the following table:

2. SCHEDULE OF MEASURABLE AMOUNTS OF PROHIBITED SUBSTANCES

	<u>Per GC/MS Test</u>	<u>Per Emit Test</u>
Amphetamines /Methamphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Marijuana	100 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	50 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine	25 ng./ml	25 ng/ml

Any employee taking “prescribed medication” which may affect their ability to perform their duties in a safe and efficient manner” is required to notify their immediate supervisor that such medication is being taken.

The term “prescribed medication” which may affect an employee’s ability to perform the employee’s work in a safe and efficient manner, means any prescription medication where the label indicates that the drug may cause drowsiness, imbalance, or includes a caution with regard to operating a vehicle or machinery, or may impair their ability to perform the work safely and efficiently.

3. ENFORCEMENT OF RULES

The CDA or CM, in order to enforce the rules, reserve the following rights:

- a. Right to Inspect.

The CDA or CM have the right at all times, under all circumstances, and for any reason to inspect CDA controlled premises.

The CDA or CM has the right to inspect employees and their personal property, including but not limited to; their lockers, baggage, desks, tool boxes, clothing and vehicles located on CDA controlled premises if, and only if, the CDA or designated representative have a reasonable suspicion that the employee has violated some portion of this policy.

The CDA or CM will report the results of any search or inspection, which results in the discovery of prohibited substances, to the appropriate law enforcement authorities.

b. Right to Jobsite Access.

The CDA and its authorized representatives, or order to enforce the rules, reserves the following rights:

Note: The designated CDA representative has the same authority and rights as the Construction Manager (CM) under this section.

The Construction Manager has the right at all times, under all circumstances, and for any reason to access any jobsite. Once site is accessed, CDA or the designated representative can operate as it deems fit to maintain a safe jobsite.

c. Right to Require Drug / Alcohol Tests

The CDA or designated representative has the right to require a Contractor's employee to submit to drug and alcohol testing (as described below) if any one or more of the following occurs.

- If the employee is involved in or has directly or indirectly caused an "accident". The term "accident" shall mean any event or occurrence resulting in injury to a person or damage to property.
- If the employee is involved in or has directly or indirectly caused an "incident". The term "incident" shall mean an event or occurrence which has all the attributes of an accident, except that no injury was caused to a person or damage caused to property.
- If CDA or designated representative have a "reasonable suspicion" that a violation of this policy has occurred. The CDA or designated representative shall have such a "reasonable suspicion" in the event of erratic behavior such as noticeable imbalance, incoherence, and/or disorientation, or body odors of the employee.

d. Right to Obtain Information Concerning Prescription Medication.

The CDA or designated representative reserves the right to request an employee to identify the type of prescription medication and the dosage of prescription medication which is being taken by the employee and the period of time during which the employee expects to be taking the medication. If the CDA or designated representative determines that the prescription medication is likely to impair the employee's ability to perform the employee's assigned work safely and efficiently, then the CDA or CM Manager of Safety may ask that the employee be reassigned to a project not on CDA property.

4. PROCEDURES FOR DRUG OR ALCOHOL TESTING

If an employee is requested to submit to a drug and alcohol test, then the testing will be conducted in the following manner:

a. When the Tests will be Required

The CDA or CM Manager of Safety, through the Contractor's personnel (i.e., A Corporate Officer, Risk Manager, Manager of Safety, Superintendent, General Foreman and/or Foreman) will orally request the employee to submit to a drug and alcohol test and explain to the employee the reason why the tests are being

requested. The employee then is obligated to promptly submit to the tests as soon as practicable. In this regard, a representative will be entitled to accompany the employee to the Contractor testing facility.

b. Who will take the samples

The tests on the samples shall be conducted by an independent, certified or licensed, drug testing facility selected by the medical facility or by the medical facility itself. The employee shall be requested to sign a consent form authorizing the testing facility to conduct the tests. The tests shall be conducted at the expense of the Contractor.

c. What test shall be performed

The initial drug screening procedure or test shall be performed using an Enzyme Multiple Immunoassay Test (Emit Test). If the Emit Test indicates the presence of a measurable amount of a prohibited substance, then a second Gas Chromatography/Mass Spectrometry Test (GC/MS Test) shall be utilized.

d. What constitutes a "Positive" test for a prohibited substance

If the GC/MS Test confirms the presence of a measurable amount of a prohibited substance, then the test shall be deemed to be "positive" for the prohibited substance.

e. Alcohol Testing

All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device by a trained Breath Alcohol Technician. If the result of the screening test is less than 0.04 percent alcohol concentration the result of the test is negative and no further testing shall be done. If the result of the screening test is an alcohol concentration of 0.04 or greater, a confirmation test shall be performed. The confirmation test shall be performed not less than fifteen (15) nor more than twenty (20) minutes after completion of the screening test.

f. What constitutes a "Positive" test for alcohol

If the result of the screening test and confirmation test are 0.04 percent alcohol concentration or greater, the result is positive.

g. Consequences of a "Positive" drug or alcohol test

If an employee's test is positive for a prohibited substance, then the employee shall be deemed to have violated this Policy prohibiting the employee from reporting to work with a measurable amount of a prohibited substance in the employee's system.

5. EMPLOYEE'S RIGHTS

In connection with the testing procedures, the employee has the following rights:

- a. The Contractor shall direct the testing facility to preserve part of the original samples for testing by the employee at the employee's expense.
- b. The Contractor shall provide the employee with copies of the test results.

- c. The Contractor shall keep the results of the tests confidential to the extent practicable.
- d. The Contractor shall disclose the results of the tests only to persons who have a legitimate need to know the test results.

6. DISCIPLINARY ACTION FOR VIOLATIONS OF RULES

An employee who uses, possesses, dispenses or receives prohibited substances on airport property may be immediately removed and may be permanently barred from working at a CDA facility.

An employee who reports to work with a measurable amount of a prohibited substance in the employee's system shall be immediately removed and may be permanently barred from working on a CDA facility.

If an employee refuses to cooperate with the drug or alcohol testing procedures, then the employee shall be immediately removed and may be permanently barred from working at a CDA facility.

If the employee refuses to permit the CDA or CM Manager of Safety to conduct a search or inspection permitted under this Policy, the employee shall be immediately removed and may be permanently barred from working at a CDA facility.

If an employee fails to report the employee's use of a prescribed medication which will or may impair the employee's ability to perform the employee's job in a safe and efficient manner, then the employee shall be immediately removed and may be permanently barred from working at the City's Airport.

7. CONCLUSION

The Contractor's compliance and cooperation with this policy, including cooperation with CDA or the CM Manager of Safety requested drug and alcohol testing and inspection procedures, is a condition of employment. The failure of a Contractor to comply and cooperate with this policy shall be grounds for disciplinary action, including termination of the contract.

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VIII. EMERGENCY PROCEDURES

A. INTRODUCTION

The Contractor shall prepare written procedures governing actions to be taken in the event of serious injury, property damage or catastrophic events. These procedures shall be updated as the work progresses. Emergency procedures will include necessary action to be taken, who will take them, names of persons to be notified, and location of emergency equipment and supplies. These procedures will be provided to all key personnel involved and will be posted in conspicuous locations throughout the project.

B. GENERAL

At the time of the project job start-up, copies of emergency procedures shall be given to all supervisors. The Contractor's Superintendent shall review the program with each supervisor to be certain they understand the requirement and their responsibilities. Upon completion of the review, the project superintendent shall note in his job diary that he reviewed this procedure with the foremen, giving all pertinent information.

C. GENERAL PROCEDURES

All emergencies are to be handled by the highest-ranking person present, with whoever is available to assist.

Ranking person shall delegate responsibility for making emergency phone calls.

Emergency phone numbers are to be placed at conspicuous places throughout the jobsite.

The need for an ambulance or other emergency equipment shall be determined by the site personnel, except where a catastrophic event has occurred. In the event of a catastrophic occurrence, public authorities shall govern.

Where specific procedure has not been established, relative judgment should be used in determining what course to follow.

In all instances the CM Manager of Safety shall be notified immediately upon completion of emergency first aid treatment.

1. FIRE

- a. Make a safe attempt to extinguish, but in no way endanger yourself or others. At the same time, notify O'Hare Communication Center (OCC) (773) 894-9111. Assign an employee to meet the fire department at the site entrance to provide directions to the location of the fire.
- b. Insure that employees in adjoining work areas are evacuated to a safe area.
- c. Keep all spectators and non-essential employees away from the fire.
- d. If explosive-type materials are involved immediately evacuate all personnel.
- e. Make no comments to media representatives. Refer all inquiries to the Supervising Consultant.

2. ACCIDENTS INVOLVING SERIOUS INJURY OR DEATH

- a. Provide for necessary first aid. Send for medical personnel.
- b. Remove and/or keep back all non-essential personnel.
- c. Provide assistance to rescue personnel as requested.
- d. Make no comments. Refer all inquiries to the Chicago Department of Aviation.
- e. Allow no pictures to be taken except on approval of CDA or designated representative.
- f. Notify CM Manager of Safety immediately. Make full investigation and file the written report within twenty-four (24) hours.

3. PROPERTY DAMAGE ACCIDENTS

- a. Notify CM Manager of Safety
- b. Protect against further damage where possible
- c. Where the possibility of fire, explosion or electrical injury exists, take additional measures as necessary to protect personnel.
- d. Keep all spectators and non-essential employees back and/or away from the area.
- e. Make no comments. Refer all inquiries to Chicago Department of Aviation.
- f. Allow no onsite pictures to be taken except on approval by the Construction Manager.
- g. Make full investigation and file report within twenty-four (24) hours.

4. BOMB THREAT

When a bomb threat is received for the first time, the project or office shall be evacuated immediately. Notify the OCC immediately. A search of the premises will be made by the City of Chicago Police Department. If a suspicious article is found - DO NOT TOUCH IT – leave the area – notify the appropriate authorities immediately.

If no bomb is found and a second threat is made shortly after the first one, the premises should be evacuated again and searched again by the City of Chicago Police Department. If a third threat occurs under similar circumstances, which make the threat appear to be a mere continuation of the same pattern of false claims, careful evaluation of the circumstances by the City of Chicago Police Department may indicate a need for no further action.

If a threat occurs after a substantial period of time has elapsed since the previous threat, or if for any reason the threat seems to be unrelated to the earlier threats, the above procedures of evacuation, etc., shall be followed.

The evacuation will consist of all personnel on the project or in the office. A count will be made to assure all are present.

Do not allow anyone except authorized personnel to re-enter the area.

If necessary to stop or detour traffic away from the affected area, utilize the City of Chicago Police or Contractor's flagperson.

Notify any affected businesses or residents who may be endangered.

Allow no photos. Make no comments. Refer all inquiries to the Chicago Department of Aviation.

IX. INSPECTIONS

A. RESPONSIBILITIES

1. CONTRACTOR

The Contractor has the responsibility to stop work at any time an imminent danger to persons or property exists with their own operation or with the operation of a subcontractor. The Contractor will receive no recompense for additional cost or time extension.

The Contractor shall periodically inspect all areas under their control. The Contractor shall insure that at least a thorough, documented inspection is completed on a weekly basis (FAA funded projects shall have a documented daily inspection). Such documented inspections shall be forwarded to the CM Manager of Safety. The CM Manager of Safety shall forward a copy of inspection reports to the designated CDA safety representative.

2. CONTRACTOR'S SUPERVISION

Each Contractor supervisor shall insure that ongoing observations are done in their area(s) of responsibility for the purpose of identifying and correcting hazards and deficiencies. This activity should be an ongoing responsibility of all supervisors.

3. INDIVIDUAL EMPLOYEES

Each employee shall be held responsible for identifying hazards and deficiencies in their immediate work area.

B. HAZARDS/DEFICIENCIES

The following is a partial list of items that need to be checked during each inspection:

1. Proper storage of materials.
2. Scrap material in proper containers.
3. Overflowing trash containers.
4. Unused tools in proper place.
5. Signs appropriate and legible.
6. Walkways unobstructed.
7. Storage areas disorderly.
8. Spills not wiped up.
9. Oily rags left in the open, not in required metal containers.
10. Flammable materials in unauthorized containers.
11. Ladders – Not properly secured, broken or missing rungs, cracked side rails, etc.
12. Catwalks – No guardrails installed, lack of toeboards, obstructed, etc.
13. Scaffolding – Improperly installed or secured, in poor repair, missing components, not authorized, etc.
14. Compressed Gas Cylinders – Unsecured, improper storage, caps missing, hoses and regulators left pressurized, etc.
15. Tripping/Slipping Hazards – Temporary hoses/cord/pipes strung across walking surfaces, holes in floor/decking/grating, oil or water on floor, obstruction at the bottom of stairs/ladders/ramps, etc.
16. Protrusions – Into aisles/walkways without protective devices or warnings.

17. Chemical Containers – Proper labeling and storage, barrels equipped with vent bungs and stored out of direct sunlight, no incompatibilities stored together, precautionary signs legible and strategically located, etc.
18. Equipment does not have guards installed.
19. Safety latches are not installed where required.
20. Safety signs are not posted where required.
21. Failure to wear hard hats, safety glasses, proper footwear and hearing protection when required.
22. Working on energized/pressurized equipment without proper approval and protective equipment and clothing.
23. Handling chemicals without proper protection, i.e., no apron, face shield, gloves, boots, respirator, etc., when required.
24. Improper lifting methods.
25. Lack of fire-watch for welding, flame cutting and grinding operations.
26. Attendant improperly located during confined space entries.
27. Smoking in prohibited areas.
28. Failure to comply with tagging and lockout requirements.
29. Working at heights over six feet without fall protection/harnesses when outside a protected area (properly erected scaffolding, etc.).
30. ABC Dry Chemical type fire extinguishers not in place, inspection not up to date, safety pin not sealed, evidence of damage/discharge, etc.
31. Emergency cabinets improperly stocked or in disarray
32. Access to emergency equipment not clear (i.e., fire extinguisher/hoses, eye wash stations, emergency shower, etc.)
33. Zones not clearly marked or posted
34. Permits not posted
35. Warning signs are not posted
36. Welding machines operating when unattended and not in use
37. Leads and hoses improperly routed through doorways without protection from damage
38. Inadequate illumination for the work being performed
39. Cages not installed around light bulbs on drop cords
40. Ground Fault Circuit Interrupters not in place

In addition to the Contractor's inspections, the CM Manager of Safety shall on a periodic basis, inspect each ongoing project. The Contractor shall correct serious violations immediately and shall have twenty-four (24) hours to correct all deficiencies and to respond in writing to the CM Manager of Safety as to what corrective action has been taken. Unsafe areas will be barricaded to prevent exposure to employees and the public.

The Contractor shall document corrective action and forward the documentation to the CM Manager of Safety. Should the same deficiency be noted on two consecutive inspections, a letter outlining CAS inspection process and detailing the noted deficiencies shall be sent to the Contractor's home office requesting assistance in correcting the deficiency.

Should the same deficiency be noted on a third consecutive inspection, the same type of letter mentioned in the above paragraph shall be sent to the Contractor's insurance carrier.

If corrective action is still not forthcoming, further action will be taken. This action may include withholding payments or stopping all work until a meeting with the Contractor principals and the insurance carrier can be arranged.

C. OSHA INSPECTIONS

1. WARRANTS AND RIGHT OF ENTRY

This policy is not intended to abridge the constitutional rights of the Contractors or subcontractors who have the right to request a warrant prior to the inspection of their work areas.

Each Contractor or subcontractor must advise the CM Manager of Safety in writing if they require a warrant prior to inspection.

2. HARASSMENT

Federal Compliance Officers (CO), State of Illinois inspectors, or similar personnel are not to be harassed, intimidated, or abused. Problems that may arise during the inspection, which cannot be resolved, are to be referred to the CM Manager of Safety.

Chicago Department of Aviation Safety will be immediately contacted if the Contractor refuses to allow entry of a Federal Compliance Officer.

Federal and State of Illinois safety agencies may impose severe penalties against person and/or companies who fail to abide with this section.

Penalties may include monetary fines and jail terms.

3. INSPECTION CLASSIFICATIONS

There are two (2) basic classes of inspections:

a. General scheduled inspection.

Companies are randomly selected by computer. Inspectors then schedule an inspection. Once entry to the site is obtained by either permission or warrant, the inspector may move freely about the site.

Should the inspectors desire to enter a restricted area which contains trade secrets or hazardous materials, they should be advised to contact their office for direction.

b. Complaint Inspection

Inspectors wishing to conduct a complaint inspection need not obtain a warrant, but must deliver to the Contractor a properly executed copy of the complaint form.

This type of inspection does not grant the inspector free movement within the site. The named Contractor has the right to determine the route to the complaint area, so long as it is not unreasonable.

The inspectors may not enlarge the inspection into other areas, nor may they concern themselves with non-serious conditions observed en route to the complaint area.

However, should an imminent condition be observed, the inspectors may involve themselves should they desire. (An "imminent danger" is one reasonable expected to result in death or permanent injury).

Disaster accidents involving death or multiple injuries come within the parameters of a compliant inspection. Fatal injuries and complaint inspections are given priority. Persons initiating complaint inspections need not be named on the complaint form and may remain anonymous.

4. RIGHTS AND PRIVILEGES

a. Employer:

The employer has the right of representation during the inspection. The representative may question the acts and comments of the inspector and may also request clarifications where the actions of the inspector appear to be contrary to the rules of inspection.

The employees have the right of representation, through their craft union, during the inspection. They may also answer questions regarding the inspection without fear of punitive actions by the employer.

b. Compliance Officer:

The Compliance Officer has the right to take photographs, samples of material atmosphere and measurements as they relate to the inspection. They may also privately interview employees. They may not, however, unduly disrupt work.

5. CITATIONS

As a result of an inspection, citations and notice of monetary penalty may be received onsite. Should a citation/penalty notice be received, the following must be done:

Immediately forward copies of the material received along with completed copies of inspection records and pictures to the CM Manager of Safety.

Post copies of citations near the area cited. Postings must remain for three (3) working days or until corrections have been made.

Each citation provides for the removal of assessed penalty figures. This section is to be detached before citations are copied and posted.

Failure to post citation is punishable by fine.

6. WHAT TO DO WHEN OSHA INSPECTS

a. INTRODUCTION

This is to assist you in the event of an inspection of your site by an Occupational Safety and Health Administration Compliance Officer. Its purpose is to provide a guide for chronological recording of information and evidence to support an affirmative defense.

The forms should be copied in an amount to provide for field use during inspection. At the completion of the inspection, final forms should be typed and photographs attached.

It is extremely important that all information be accurate, that pictures are clear, and that measurements be accurate since the information may be introduced as evidence under oath at a formal court hearing.

b. COMPLIANCE OFFICERS

The function of the Compliance Officers (CO) is to identify, measure and photograph conditions and/or acts which they consider unsafe and in violation of the construction safety regulations.

In the pursuit of their duties they may go wherever they wish on the project. They may take any samples or measurements they feel are important. They can request copies of any literature, documents, or contracts, which relate to safety or industrial hygiene.

Compliance Officers may not violate any known safety regulation. They are responsible for providing and wearing personal safety equipment where such is needed. Failure to comply with the safety program is cause for not permitting them onsite or stopping an inspection that is already in progress. Should this occur, institute the following procedure:

- Advise the CO that they are in violation and ask that they comply with the safety program.
- Failing item above, photograph CO in unsafe condition – discontinue participation in inspection, notify OSHA Area Director and the CM Manager of Safety.
- The CO may consult with employees regarding matters of safety and health to the extent that it is necessary for the conduct of an effective and thorough inspection. The conduct of inspection shall be such as to preclude unreasonable disruption of operations on the project.

c. CONTRACTOR REPRESENTATIVE

The Contractor's assigned project superintendent shall serve as employer's representative. They will keep the notes, take the photographs and shall accompany the inspection party for its duration.

Information given should be only information requested. The superintendent should refrain from entering into debates or discussions about alleged violations, exceptions, or regulations applicability, nor should they volunteer information not requested.

Because the CO says it does not necessarily make it so, an alleged violation does not become an affirmed violation unless the employer accepts the citation, or when contested, the judge affirms the citation.

d. PHOTOGRAPHS

Photographs may be taken of every item or action the CO inspects. Two pictures are to be taken. One from the angle and location of the CO, the second is to be an overall picture of the area surrounding the violation.

An example of this would be an exposed shaft.

Close-up, it's a violation, however, if an overall picture shows that the shaft is not readily accessible, then possibly no violation exists.

Photographs are to be taken with a camera which produces a negative, and if possible, with a date-imprint. This permits additional copies to be ordered at time of processing.

Each picture should have the following information on the back:

- Project name and number
- City and State
- Location by floor and area, i.e., 4th floor, Column J-4 Mechanical Room
- Date and time of picture
- Brief description of the picture
- Name or initials of person taking the picture and picture numbered chronologically

e. CONDUCTING THE INSPECTION

The Compliance Officers will present their identification to the Contractor and state the purpose of the visit. They will request that an opening conference be held with a representative of the Contractor they wish to inspect and the Contractor's union steward.

Absent the need for a warrant, the Compliance Officer will begin the opening conference.

The Compliance Officer will:

1. State the nature of the inspection, general compliant, target industry, other.
2. State the approximate time he will be onsite.
3. Request copies of safety program, accident reports, and inspection surveys. He may not review any contract documents other than general conditions and similar front-end documents.
4. Approve members of the inspection party. Each member has a right to representation and the Compliance Officer has the right to choose the representative. Disruptive conduct by the employer/employee representatives is cause for dismissal from the inspection party.
5. Generally discuss the purpose of the OSHA Act, its sanctions, and the authority vested in them by the Act.
6. Advise that at the conclusion of the inspection, a closing conference will be held to advise of any alleged violations noted, to determine corrective dates and answer questions.

f. DURING THE INSPECTION

Allow the Compliance Officer to lead.

Do not permit unneeded employees to linger near the inspection party.

Do not harass, threaten or otherwise intimidate the Compliance Officer.

Keep a chronological record of where the Compliance Officer goes, whom he talks with and how long he talks to employees and whether he returns to a location previously inspected.

When photographs are taken, ask the nature of the suspected violation and record on the "Inspection Notes" form.

g. THE CLOSING CONFERENCE

At the completion of the inspection, the Compliance Officer will either hold a general meeting or meet with each individual Contractor. The CM Manager of Safety representative should attend all meetings, if held individually, for the purpose of recording each Contractor's alleged violations.

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X. EMPLOYEE DISCIPLINARY PROGRAM

A. POLICY

In an effort to make individuals more responsible for their own safety, the following disciplinary program is being implemented:

1. First safety violation – a written warning
2. Second safety violation – the individual's privilege to work at the airports will be revoked for a period of three days.
3. Third safety violation – the individual's privilege to work at the airport will be permanently revoked.

Note: A serious violation may result in a higher degree of discipline being imposed up to and including permanent revocation of work privileges.

Serious violations are acts, which could result in serious bodily injury or death to themselves or to others i.e., failure to follow confined space procedures, working from heights where fall protection is required, unsafe excavations, etc.

B. PROCEDURE

All personal violations will be recorded on Safety Violation notice form and will be recorded.

A Safety Violation Notice may be initiated by any Project Manager, Resident Engineer, Contractor supervisory staff or Safety Department staff.

When a violation notice is written, copies will be given to the project Superintendent, who will have the responsibility of discussing the violation with the employee and having the employee to sign the violation form. If the employee refuses to sign the form the superintendent will write "Refused to Sign" in the space. A copy will then be given to the employee with a copy forwarded to the CM Manager of Safety.

C. APPEAL

An employee who wishes to appeal a Safety Violation notice may do so by appealing in writing to the CM Manager of Safety. The decision of the CM Manager of Safety will be final.



DRUG AND ALCOHOL TESTING CONSENT FORM

I understand that compliance with the City of Chicago's Drug and Alcohol Free Job-Site policy is a condition of my initial and continued assignment to the Job-Site. The Policy was developed to ensure that all of the City's Job-Sites are drug and alcohol free, and I hereby give my consent to, and authorize, any screening or medical procedures necessary to determine the presence and/or level of alcohol or drugs in my system. I further give my consent to the testing authority to release information regarding the results of the tests to a representative of my employer, the City, the Program Management Office, the City's Insurer(s), and the Construction Manager. I realize that my refusal to sign this form constitutes a violation of the City's Drug and Alcohol Free Job-Site policy, and for that refusal, I cannot be assigned to the Job-Site. I also acknowledge and understand that a positive drug test result at anytime during the time I am working at the Job-Site will immediately result in my removal from the Job-Site.

During my assignment to the Job-Site:

1. I hereby acknowledge receipt of a copy of and consent to abide by the City's Drug and Alcohol Free Job-Site policy attached to this form and,
2. I consent to pre-assignment, post-incident and reasonable suspicion drug and alcohol screenings.

I further hereby release and hold harmless my employer, the City of Chicago, the Program Management Office, the City's Insurer(s), and the Construction Manager or any individual acting on their behalf from any and all liability or claims in connection with all actions taken in accordance with the Owner's Drug and Alcohol Free Job-Site policy including the release of any drug testing results to all of the foregoing.

Signature

Date

Print Name

Badge Number

Employer

Project Name

Witness

Print Witness Name

This completed form will be collected from all the General Contractor's, Trade Contractors' or Subcontractors' employees during orientation. Copies of the signed form AND the Drug and Alcohol Free Job-Site (attached) will be provided to the employee.

Drug and Alcohol Free Job-Site

This project is a drug and alcohol free Job-Site. The General Contractor, Trade Contractors and all subcontractors of every tier are responsible for testing any and all employees who work on the Project the presence of drugs or alcohol. During orientation, a signed Drug and Alcohol Testing Consent Form will be collected for each of the General Contractor's, Trade Contractors and subcontractor's employees prior to that employee commencing work on the Job-Site.

The General Contractors', Trade Contractors' and all Subcontractors' employees may be tested for reasonable suspicion, as appropriate, throughout the construction process. In addition, the General Contractors', Trade Contractors' and all Subcontractors' of every tier are responsible for ensuring they have proof of a negative drug test for each of their employees dated within six (6) months prior to that employee commencing work on the Job-Site or provide a negative screen to the General Contractor within a reasonable amount of time, but in no event beyond 10 days of a job commencement. The General Contractor, Trade Contractors and all Subcontractors of every tier certify monthly, via the monthly payroll report that they have complied with the drug and alcohol free Job-Site requirement.

This policy is to be used in conjunction with the General Contractor's, Trade Contractor's and all Subcontractor's own drug and alcohol programs. Deviation shall be at the discretion of the City or its designee. In the event that any policies conflict, the most stringent requirements will take precedent.

1. Determination for Screening

The determination to screen based upon reasonable suspicion shall be made by the City, the Program Management Office, the Construction Manager, the General Contractor or the employer. It is mandatory that a drug and alcohol screen be performed on all employees involved in an incident where an employee:

- a. Receives an on-the-job injury requiring medical attention
- b. Receives an on-the-job injury but waives medical attention
- c. Injures another employee
- d. Utilizes safe work practices
- e. Causes damage to property, or
- f. Is involved in a "near-hit" incident

2. Cost of Screening

Costs associated with the screening shall be borne as follows:

- a. Cost for pre-employment shall be paid by the employer
- b. Cost for reasonable suspicion screenings shall be paid by the employer
- c. Cost for post-incident screenings shall be paid by the employer.

3. Screening Locations

Screening will be performed by an authorized provider. Post-incident screenings will be performed at the treatment location that the injured employee was dispatched to, or as otherwise mandated by the City, Program Management Office or Construction Manager.

4. Refusal to Comply and Positive Test Results

Refusal to sign the Drug & Alcohol Testing Consent Form, refusal to submit to a drug or other alcohol test, or receipt of a positive test result will result in refusal to admit or the removal from the Job-Site of the employee. It is the duty and obligation of the employer to automatically remove an employee who refuses to sign the Drug & Alcohol Testing Consent Form, submit to a test, or receives a positive test result, regardless of the circumstances, which deemed the test necessary.

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