Contract Summary Sheet

Contract (PO) Number: 15878

Specification Number: 58904

Name of Contractor: MQ SEWER & WATER CONTRACTORS

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: CDOT-JOC REPAIR, RECONSTRUCTION AND REHABILITATION OF FLAT WORK/SITE WORK AND STRUCTURES

Term of Contract: Start Date: 11/13/2007

End Date: 11/12/2009

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$10,000,000.00

Brief Description of Work: CDOT-JOC REPAIR, RECONSTRUCTION AND REHABILITATION OF FLAT WORK/SITE WORK AND STRUCTURES

Procurement Services Contract Area: JOC

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 528125

Submission Date: DEC 19 2007

RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No. 15878 and Specification No. 58904 ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor/'s subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

RIDER ATTACHED

BW

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Bond No. 1827774

Know All Men by these Presents, That we, M.Q. Sewer & Water Contractors, Inc.
A CORPORATION
665 Roppolo Lane
Principal, hereinafter referred to as Contractor, and Elk Grove, IL 60007
, Surety

The Hanover Insurance Company

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

Four Million Dollars And 00/100 ($4,000,000.00)

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

Sealed with our seals and dated this 2nd day of November A.D., 20 07

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. 15878 and Specification No. 58904 all in conformity with said contract, for,

furnishing the City of Chicago, DEPARTMENT OF TRANSPORTATION, all labor, tools, material, and equipment required and necessary for the project known as:

DEPARTMENT OF TRANSPORTATION JOC-REPAIR, RECONSTRUCTION & REHABILITATION OF FLAT WORK / SITE WORK & STRUCTURES

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.
The attached rider is incorporated herein by reference.

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

PRINCIPAL IF CORPORATION

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

I, Joanna N. Syme, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Vito Quaranta President and Michael A. Quaranta Secretary of the MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Company President and Company Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said MQ Sewer & Water COntractors, Inc d/b/a MQ Construction Company for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this 12th day of November 20 07

Official Seal
Joanna N Syme
Notary Public, State of Illinois
My Commission Expires 04-07-09

Joanna N. Syme
Notary Public

SURETY, IF CORPORATE

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

I, Nancy Oslund, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas O. Chambers of the The Hanover Insurance Company who is personally known to be the same person and whose name is subscribed in the foregoing instrument as such Thomas O. Chambers, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as himself free and voluntary act, and as the free and voluntary act of the said Thomas O. Chambers for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this 2nd day of November 20 07

NOTARY PUBLIC STATE OF ILLINOIS NANCY OSLUND

Nancy Oslund
Notary Public

PRINCIPAL IF INDIVIDUAL

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

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

GIVEN under my hand and Notarial Seal this _____ day of _____ 20 ____

_____
Notary Public

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

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

M.Q. Sewer & Water Contractors, Inc.

_____ (Seal)

BY: PRESIDENT

Approved 12/3, 2007

_____ (Seal)

ATTEST: SECRETARY

D.B.

_____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to form and legality:

The Hanover Insurance Company (Seal)

NOT APPLICABLE

_____ (Seal)

Assistant Corporation Counsel

Thomas O. Chambers, Attorney in Fact

ADVERTISEMENT FOR BIDS

THE CITY OF CHICAGO

LEGAL ADVERTISEMENT COVERING THE OPENING OF BIDS

CHICAGO DEPARTMENT OF TRANSPORTATION
JOB ORDER CONTRACT

REPAIR, RECONSTRUCTION AND REHABILITATION OF FLAT WORK/SITE WORK AND STRUCTURES

Specification Number: 58904
RFQ Number: 2640

Sealed bids will be received by the City of Chicago (hereinafter called the "City") from bidders for the Contract hereinafter set forth at and until **11:00 a.m., Thursday, September 6, 2007** in the Bid and Bond Room 3rd Floor, City Hall, 121 North LaSalle St., Chicago, Illinois, 60602 following which time and place the said bids will be publicly opened and read and tabulated by an authorized representative of the Chief Procurement Officer. A bid deposit shall be required in the amount of $25,000.00. Prior to award of the Contract, the successful bidder will be required to supply a Performance and Payment Bond in the amount of $4,000,000.00.

The JOC awarded under this solicitation will have a minimum value of $50,000.00 and a maximum value of $10,000,000.00 during the initial term of this Contract. The initial term of the Contract will be for 24 months or when the maximum value of the term is reached and will include an option for two additional two-year terms valued at $10,000,000.00 each. It is the current intention of the City multiple Job Order Contract(s) under this solicitation. The City reserves the right to make additional awards under this solicitation for a period of 180 days after the opening of bids. The City reserves the right to award and use multiple Job Order Contracts.

Intending bidders are strongly encouraged to attend a pre-bid conference. The pre-bid conference will be held **Monday, August 20, 2007** at 1:30 PM. in Room 401, 121 North LaSalle, City Hall, Chicago, Illinois for the purpose of discussing the JOC concept and the contract documents. **Although the pre-bid conference is not mandatory, Bidders failing to attend may not fully understand the full extent of the Contract.**

Intending Bidders may obtain one set of the Bid and Contract Documents at the Bid and Bond Room 3rd Floor, City Hall, 121 North LaSalle St., Chicago, Illinois, on **Monday, August 13, 2007** and any business day thereafter for a non-refundable fee of fifty dollars ($50.00) in the form of a cashier's check, money order or certified check.

The bidder 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 with MBEs and WBEs: MBE Contract Specific goal of 35% and WBE Contract-Specific Goal of 7%.

The successful bidder must comply with a City residency requirement of 50%. A 2% preference will be given to local business residing in the City of Chicago.

The City Reserves the right to waive informalities and to reject any and all bids.

CITY OF CHICAGO

Richard M. Daley
Mayor

Barbara A. Lumpkin
Chief Procurement Officer

UNDERWRITING LIMITATION b/: $9,654,000. SURETY LICENSES c
DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MS
ND, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
Louisiana.

Great American Alliance Insurance Company (NAIC #26832
BUSINESS ADDRESS: 580 Walnut Street, Cincinnati, OH 45202. P
UNDERWRITING LIMITATION b/: $2,577,000. SURETY LICENSES c
CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI
NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT,
INCORPORATED IN: Ohio.

Great American Insurance Company (NAIC #16691)
BUSINESS ADDRESS: 580 Walnut Street, Cincinnati, OH 45202. P
UNDERWRITING LIMITATION b/: $160,264,000. SURETY LICENSE
CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI
NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT,
INCORPORATED IN: Ohio.

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK (N
BUSINESS ADDRESS: 580 Walnut Street, Cincinnati, OH 45202. P
UNDERWRITING LIMITATION b/: $5,500,000. SURETY LICENSES c
CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI
NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT,
INCORPORATED IN: New York.

Great Northern Insurance Company (NAIC #20303)
BUSINESS ADDRESS: 15 MOUNTAIN VIEW ROAD, P.O. BOX 1615,
PHONE: (908) 903-5150. UNDERWRITING LIMITATION b/: $35,12
AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS
MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, R
WA, WV, WI, WY. INCORPORATED IN: Minnesota.

Greenwich Insurance Company (NAIC #22322)
BUSINESS ADDRESS: Seaview House, 70 Seaview Avenue, Stamf
(203) 964-3466. UNDERWRITING LIMITATION b/: $35,558,000. S
AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA
MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC,
WV, WI, WY. INCORPORATED IN: Delaware.

Guarantee Company of North America USA (The) (NAIC #3
BUSINESS ADDRESS: 25800 Northwestern Highway, Suite 720, S
PHONE: (248) 281-0281 x-1008. UNDERWRITING LIMITATION b/:
LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN
MS, MO, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC
WV, WI, WY. INCORPORATED IN: Michigan.

H Return to top of page or select a letter to jump to an item.
A B C D E F G H I J K L M N O P Q R

Hanover Insurance Company (The) (NAIC #22292)
BUSINESS ADDRESS: 440 Lincoln Street, Worcester, MA 01653. P

UNDERWRITING LIMITATION b/: $72,720,000. SURETY LICENSES CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI NJ, NM, NY, NC, ND; OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, INCORPORATED IN: New Hampshire.

HARCO NATIONAL INSURANCE COMPANY (NAIC #26433)
BUSINESS ADDRESS: P.O. Box 68309, Schaumburg, IL 60168 - 0. UNDERWRITING LIMITATION b/: $19,180,000. SURETY LICENSES CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, M NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, INCORPORATED IN: Illinois.

Harleysville Mutual Insurance Company (NAIC #14168)
BUSINESS ADDRESS: 355 Maple Avenue , Harleysville , PA 19438 5470. UNDERWRITING LIMITATION b/: $59,497,000. SURETY LIC CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, M NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA Pennsylvania.

Harleysville Worcester Insurance Company (NAIC #26182)
BUSINESS ADDRESS: 355 Maple Avenue, Harleysville, PA 19438 - 5470. UNDERWRITING LIMITATION b/: $13,315,000. SURETY LIC NH, NY, RI, VT. INCORPORATED IN: Pennsylvania.

Hartford Accident and Indemnity Company (NAIC #22357)
BUSINESS ADDRESS: Hartford Plaza, Hartford, CT 06115. PHONE: UNDERWRITING LIMITATION b/: $287,279,000. SURETY LICENSE CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, INCORPORATED IN: Connecticut.

Hartford Casualty Insurance Company (NAIC #29424)
BUSINESS ADDRESS: Hartford Plaza, Hartford, CT 06115. PHONE: UNDERWRITING LIMITATION b/: $90,520,000. SURETY LICENSES CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, INCORPORATED IN: Indiana.

Hartford Fire Insurance Company (NAIC #19682)
BUSINESS ADDRESS: Hartford Plaza, Hartford, CT 06115. PHONE: UNDERWRITING LIMITATION b/: $1,302,086,000. SURETY LICEN CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, INCORPORATED IN: Connecticut.

Hartford Insurance Company of Illinois (NAIC #38288)
BUSINESS ADDRESS: Hartford Plaza, Hartford, CT 06115. PHONE: UNDERWRITING LIMITATION b/: $143,209,000. SURETY LICENSE INCORPORATED IN: Illinois.

Hartford Insurance Company of the Midwest (NAIC #37478
BUSINESS ADDRESS: Hartford Plaza, Hartford, CT 06115. PHONE: UNDERWRITING LIMITATION b/: $18,993,000. SURETY LICENSES CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI

Certified Copy Void Without Hanover Watermark

This Power of Attorney may not be used to execute any bond with an inception date after July 1, 2008

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas O. Chambers, Kimberly S. Rasch and/or Todd Schaap

of **Racine, WI** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Forty Million and No/100 ($40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons " (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **25th** day of **October, 2007**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Richard M Van Steenburgh, Vice President

Robert K Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **25th** day of **October 2007**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA ANN GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov 3, 2011

Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile " (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1982 Massachusetts Bay Insurance Company, Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 2nd day of NOvember , 20 07

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen T Brault, Assistant Vice President

Certified Copy Void Without Hanover Watermark

L 8782

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID DG MQCONS1

DATE (MM/DD/YYYY) 12/17/07

PRODUCER

SCHEER'S INCORPORATED
601 Oakmont Lane, Suite 400
Westmont IL 60559
Phone: 630-468-5600 Fax: 630-468-5695

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

M.Q. Construction Company
665 Roppolo Lane
Elk Grove Village IL 60007

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Cincinnati Insurance Companies	
INSURER B	SeaBright Insurance Company	
INSURER C	The St. Paul Insurance Company	
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC	CAP5144900	11/01/07	11/01/08	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurance)	$ 300,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CAP5144900	11/01/07	11/01/08	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	QK01201690	11/01/07	11/01/08	EACH OCCURRENCE	$ 4,000,000
						AGGREGATE	$ 4,000,000
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BB1060997	11/01/07	11/01/08	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 1000000
						E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
A		OTHER Property	CAP5144900	11/01/07	11/01/08	Limit Ded.	223,380. 1,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: WPA New Street Construction North Area, Project 5. Contract #15857, Spec.# 57443. The City of Chicago is named as additional insured with respect to general liability on a primary and non-contributory basis and auto liabilty. Waiver of Subrogation applies in favor of additional insured.

CERTIFICATE HOLDER

CHI1019

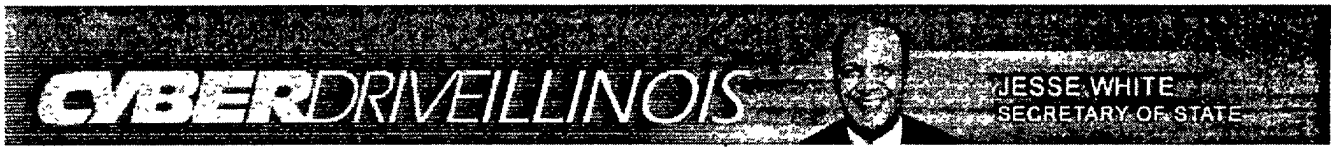
The City of Chicago
Dept. of Procurement
121 North LaSalle #403
Chicago IL 60601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988



CORPORATION FILE DETAIL REPORT

Entity Name	M.Q. SEWER & WATER CONTRACTORS, INC.	**File Number**	50979288
Status	GOODSTANDING		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	09/07/1976	**State**	ILLINOIS
Agent Name	MICHAEL QUARANTA	**Agent Change Date**	02/23/2001
Agent Street Address	665 ROPPOLO LN	**President Name & Address**	VITO A QUARANTA 41 W MUNDHANK RD SOUTH BARRINGTON 60010
Agent City	ELK GROVE	**Secretary Name & Address**	MICHAEL A QUARANTA SAME
Agent Zip	60007	**Duration Date**	PERPETUAL
Annual Report Filing Date	10/03/2007	**For Year**	2007
Assumed Name	ACTIVE - M.Q CONSTRUCTION COMPANY		

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

PERFORMANCE BOND CHECKLIST

CONTRACTOR: MG. Sewer & Water Contractors, Inc.

PROJECT NAME: CDOT-IDC Repair, Reconstruction & Rehabilitation of Flat Work/Site Work & Structures

SPEC. #: 58904 **CONTRACT #:** 15878

☑	Executed Performance Bond
☑	Bond Rider for Collateral Assignment
☑	Acknowledgement of Corporate Signatures
☑	Acknowledgement of Attorney-In-Fact
☑	Power of Attorney for Attorney-In-Fact
☑	Contractor's Good Standing Certificate
☑	FMPS Printout of Contract Dollar Amount
☑	If Bond not 100%, copy of contract section
☑	Treasury Circular showing surety authority

Prepared by: L. Rodriguez Date: 11/30/07
Contract Administrator/Negotiator

Attorney Approval: Brian F. Cavanaugh Date: 11/30/07

Revised August 2007

PO#15878 Vendor#528125

SAMPLE

BOOK I

INSTRUCTIONS AND EXECUTION DOCUMENTS

CHICAGO DEPARTMENT OF TRANSPORTATION

JOB ORDER CONTRACT
REPAIR, RECONSTRUCTION AND REHABILITATION O
FLAT WORK/SITE WORK AND STRUCTURES

SPECIFICATION NUMBER: 58904
RFQ NUMBER: 2640

CITY OF CHICAGO

RICHARD M DALEY
MAYOR

THOMAS H. POWERS P.E
1ST DEPUTY COMMISSIONER / CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION

Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

BARBARA A. LUMPKIN
CHIEF PROCUREMENT OFFICER

All Signatures To Be Sworn To Before A Notary Public

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in "Terms and Conditions for Construction" for the Department of Streets and Sanitation projects funded [illegible] dated August 2007, as amended and incorporated as if fully set forth here by this reference.

Printed copies of Book 1 are available at the City of Chicago, Department of Procurement Services, 121 North LaSalle Street, 3rd Floor, Chicago, Illinois 60602. Book I is also available on the City's web site at http://www.cityofchicago.org/purchasing/Doing Business/CityFundsBook 1 PDF.

August 2007

ADVERTISEMENT FOR BIDS

THE CITY OF CHICAGO

LEGAL ADVERTISEMENT COVERING THE OPENING OF BIDS

CHICAGO DEPARTMENT OF TRANSPORTATION
JOB ORDER CONTRACT

REPAIR, RECONSTRUCTION AND REHABILITATION OF FLAT WORK/SITE WORK AND STRUCTURES

Specification Number: 58904
RFQ Number: 2640

Sealed bids will be received by the City of Chicago (hereinafter called the "City") from bidders for the Contract hereinafter set forth at and until **11:00 a.m., Thursday, September 6, 2007** in the Bid and Bond Room 3rd Floor, City Hall, 121 North LaSalle St., Chicago, Illinois, 60602 following which time and place the said bids will be publicly opened and read and tabulated by an authorized representative of the Chief Procurement Officer. A bid deposit shall be required in the amount of $25,000.00. Prior to award of the Contract, the successful bidder will be required to supply a Performance and Payment Bond in the amount of $4,000,000.00.

The JOC awarded under this solicitation will have a minimum value of $50,000.00 and a maximum value of $10,000,000.00 during the initial term of this Contract. The initial term of the Contract will be for 24 months or when the maximum value of the term is reached and will include an option for two additional two-year terms valued at $10,000,000.00 each. It is the current intention of the City multiple Job Order Contract(s) under this solicitation The City reserves the right to make additional awards under this solicitation for a period of 180 days after the opening of bids. The City reserves the right to award and use multiple Job Order Contracts

Intending bidders are strongly encouraged to attend a pre-bid conference. The pre-bid conference will be held **Monday, August 20, 2007** at 1:30 PM. in Room 401, 121 North LaSalle, City Hall, Chicago, Illinois for the purpose of discussing the JOC concept and the contract documents. **Although the pre-bid conference is not mandatory, Bidders failing to attend may not fully understand the full extent of the Contract.**

Intending Bidders may obtain one set of the Bid and Contract Documents at the Bid and Bond Room 3rd Floor, City Hall, 121 North LaSalle St., Chicago, Illinois, on **Monday, August 13, 2007** and any business day thereafter for a non-refundable fee of fifty dollars ($50.00) in the form of a cashier's check, money order or certified check.

The bidder 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 with MBEs and WBEs. MBE Contract Specific goal of 35% and WBE Contract-Specific Goal of 7%.

The successful bidder must comply with a City residency requirement of 50%. A 2% preference will be given to local business residing in the City of Chicago.

The City Reserves the right to waive informalities and to reject any and all bids.

CITY OF CHICAGO

Richard M Daley
Mayor

Barbara A. Lumpkin
Chief Procurement Officer

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

LEGAL ADVERTISEMENT REQUEST FORM

ADVERTISEMENT DATE: Monday, August 13, 2007

DESCRIPTION: Job Order Contract for Chicago Department of Transportation for Repair, Reconstruction and Rehabilitation of Flat Work/Site Work and Structures

SPECIFICATION NO: 58904 RFQ NUMBER: 2640

ESTIMATE BETWEEN: $50,000.00 AND $10,000,000.00.

BID/PROPOSAL DEPOSIT: $25,000.00

PLAN DEPOSIT: $50.00 non refundable

PRE-BID/PROPOSAL CONFERENCE: Monday August 20, 2007 at 1:30 p.m. in Room 401, 121 North LaSalle Street, City Hall Chicago, IL 60602.

BID/PROPOSAL OPENING DATE: Thursday, September 6, 2007

TIME: 11:00 a.m.

CONTACT: Byron Whittaker

Phone: 312-744-4926
E-mail:bwhittaker@cityofchicago.org

NUMBER OF DAYS FOR ADVERTISEMENT:

LEGAL ADVERTISEMENT
MONDAY, AUGUST 13, 2007
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES

d Bids/Proposals, will be received by the City of Chicago, on the
end time, (Chicago Time), stated for those specific Bids/Proposals
below in Room 301, City Hall, 121 North LaSalle Street,
go, Illinois at which time and place, Bids/Proposals will be
d and publicly read aloud for the following

TARGET MARKET PROGRAM
Bidding Restricted to City of Chicago Certified
Minority Business Enterprise (s) (MBE) and
Women Business Enterprise (s) (WBE) Firms
With Appropriate Specialty Area Designation

RIPTION Integrated Pest Control Services (Exterior) At Chicago
Airport System
FICATION NO 55633A RFQ NUMBER 2593
ROPOSAL OPENING DATE Tuesday, August 28, 2007
11 00 p m
CT Sonia Larkin Phone (312) 744-9760
Contract Administrator e-mail sblicharzlarkin@cityofchicago org

RIPTION Job Order Contract for Chicago Department of
Transportation for Repair, Reconstruction and
Rehabilitation of Flat Work/Site Work and Structures
FICATION NO 58904 RFQ NUMBER 2640
ATE BETWEEN $50,000 00 AND $10,000,000 00
ROPOSAL DEPOSIT $25,000 00
DEPOSIT $50 00 non refundable
ID/PROPOSAL CONFERENCE Monday, August 20, 2007 at 1 30
n Room 401, 121 North LaSalle Street, City Hall Chicago, IL 60602
ROPOSAL OPENING DATE Thursday, September 6, 2007
11 00 a m
CT Byron Whitlaker Phone (312) 744-4926
e-mail bwhitlaker@cityofchicago org

ADVERTISEMENT FOR BIDS
THE CITY OF CHICAGO
LEGAL ADVERTISEMENT COVERING THE OPENING OF BIDS
CHICAGO DEPARTMENT OF TRANSPORTATION
JOB ORDER CONTRACT
REPAIR RECONSTRUCTION AND REHABILITATION OF
FLAT WORK/SITE WORK AND STRUCTURES

Specification Number 58904
RFQ Number 2640

d bids will be received by the City of Chicago (hereinafter called
City") from bidders for the Contract hereinafter set forth at and
11 00 a m., Thursday, September 6, 2007 in the Bid and
Room 3rd Floor, City Hall, 121 North LaSalle St , Chicago Illinois,
following which time and place the said bids will be publicly
d and read and tabulated by an authorized representative of the
Procurement Officer A bid deposit shall be required in the
nt of $25,000 00 Prior to award of the Contract, the successful
will be required to supply a Performance and Payment Bond in
nount of $4,000,000.00

JOC awarded under the solicitation will have a minimum value of
00 00 and a maximum value of $10,000,000 00 during the initial
of this Contract The initial term of the Contract will be for 24
s or when the maximum value of the term is reached and will
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00,000 00 each It is the current intention of the City multiple Job
Contract(s) under this solicitation The City reserves the right to
additional awards under this solicitation for a period of 180 days
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ccessful bidder must comply with a City residency requirement
A 2% preference will be given to local business residing in the
Chicago

y Reserves the right to waive informalities and to reject any and

LEGAL ADVERTISEMENT
MONDAY, AUGUST 13, 2007
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES

Sealed Bids/Proposals, will be received by the City of Chicago, on the date and time, (Chicago Time), stated for those specific Bids/Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following:

TARGET MARKET PROGRAM
Bidding Restricted to City of Chicago Certified
Minority Business Enterprise (s) (MBE) and
Women Business Enterprise (s) (WBE)
With Appropriate Specialty Area Designation

ADVERTISEMENT DATE Monday, August 6, 2007
DESCRIPTION Shaft Couplings
SPECIFICATION NO 50697A NUMBER 2606
BID/PROPOSAL OPENING DATE Friday, September 7, 2007
TIME 11 00 a m LOCAL TIME
CONTACT Stacy P Stewart Phone (312) 744-2681
e-mail sstewart@cityofchicago org

Bids/Proposals requiring a Bids/Proposals deposit, must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, in the amount stated, drawn on a responsible bank, or financial institution doing business in the United States, and made payable to the City of Chicago Cash, non-certified checks or comptroller certificates, are not acceptable forms of Bids/Proposals deposits

Any Bids/Proposals submitted, which are not properly signed, or accompanied by an acceptable form of deposit, will be considered non-responsive, and the bid will be disqualified from consideration Any late Bids/Proposals received after announced date and time, for the opening of Bids/Proposals, will not be accepted.

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-9773.

Where applicable, copies of specifications, plans, and drawings may be obtained by placing a deposit in the amount specified above, for each set of documents. The City will only accept certified checks, cashier's checks, or money orders The plan deposit will be refunded upon the return of said documents, in good condition, within ten (10) calendar days after the bid opening date Failure to return said documents within the period stated above, will result in the Bidders/Proposers forfeiting the plan deposit

The above Bids/Proposals estimated range, is intended to represent the size of the project, or anticipated usage

The Chief Procurement Officer, reserves the right to reject any or all Bids/Proposals if deemed in the best interest of the City of Chicago

RICHARD M DALEY
MAYOR

BARBARA A LUMPKIN
CHIEF PROCUREMENT OFFICER

A COMPLETE LIST OF BID OPENINGS CAN BE
FOUND ON THE INTERNET
<http //www cityofchicago.org/purchasing/>

LEGAL ADVERTISEMENT
FRIDAY, AUGUST 24, 2007
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES

ed Bids/Proposals, will be received by the City of Chicago, on date and time, (Chicago Time) stated for those specific Bids/ osals listed below, in Room 301, City Hall, 121 North LaSalle et Chicago, Illinois at which time and place Bids/Proposals be opened and publicly read aloud for the following

CRIPTION BALLED AND BURLAPPED TREE, MAINTENANCE AND SERVICES
CIFICATION NO 52320
2565

BID/PROPOSAL CONFERENCE Pre-Bid Meeting will be held on
DATE Wednesday, September 5, 2007
TIME 11 00 A M
PLACE City of Chicago
Department of Procurement Services
121 North LaSalle Street, Room 403
Conference Room B

PROPOSAL OPENING DATE. Wednesday, October 3, 2007
IE 11 00 A M
TACT Bernie Harges Phone (312) 744-1645
e-mail Bernie Harges@cityofchicago org

ICE OF ADDENDUM FOR:

CRIPTION Department of Transportation Job Order Contract
endum #1 is available from the Bid and Bond Room, City Hall, Room 301
CIFICATION NO 58904
NUMBER 2640
GINAL BID OPENING DATE Thursday, September 6, 2007
IE 11 00 a m
NTACT Byron Whittaker Phone 312-744-4926
E-mail bwhittaker@cityofchicago org

SCRIPTION Maintenance and Repair of Various Floor Care Machines
ECIFICATION NO 56593A RFQ NUMBER 2696
IMATE BETWEEN $150,000 00 and $500,000 00
PROPOSAL DEPOSIT None
E BID/PROPOSAL CONFERENCE Wednesday, August 29, 2007 at 10 00 a m , in the Department of Law Conference Room D, at 30 N LaSalle 9th Floor, Chicago, IL 60602
D/PROPOSAL OPENING DATE Thursday, September 27, 2007
ME 11 00 a m
NTACT Stephanie Lewis Phone (312) 744-4904
e-mail stephanie lewis@cityofchicago org

SCRIPTION Small Sewer Pipe and Fittings
ECIFICATION NO 57329 RFQ NUMBER 2695
OPENING DATE Tuesday, September 18, 2007
ME 11 00 A M
NTACT Vicky Santiago Phone (312) 744-9760
e-mail victoria santiago@cityofchicago org

Is Proposals requiring a Bids/Proposals deposit, must be companied by a bid bond, provided by a surety company thorized to do business in the State of Illinois, or the equivalent the form of a cashier's check, or money order, in the amount ited, drawn on a responsible bank, or financial institution doing siness in the United States, and made payable to the City of icago Cash, non-certified checks or comptroller certificates, are t acceptable forms of Bids/Proposals deposits

y Bids/Proposals submitted, which are not properly signed, or companied by an acceptable form of deposit, will be considered n-responsive, and the bid will be disqualified from nsideration Any late Bids/Proposals received after announced le and time, for the opening of Bids/Proposals, will not be cepted

ds/Proposals must be submitted on documents provided by the ty of Chicago, which are available in the Department of ocurement Services, Bid and Bond Room, Room 301, City Hall, icago, Illinois 312-744-9773

here applicable, copies of specifications, plans, and drawings y be obtained by placing a deposit in the amount specified ove, for each set of documents The City will only accept certified ecks, cashier's checks, or money orders The plan deposit will be funded upon the return of said documents, in good condition, thin ten (10) calendar days after the bid opening date Failure to turn said documents within the period stated above, will result in e Bidders/Proposers forfeiting the plan deposit

ne above Bids/Proposals estimated range, is intended to represent e size of the project, or anticipated usage

ne Chief Procurement Officer, reserves the right to reject any or all ds/Proposals if deemed in the best interest of the City of Chicago

ICHARD M DALEY BARBARA A LUMPKIN
AYOR CHIEF PROCUREMENT OFFICER

A COMPLETE LIST OF BID OPENINGS CAN BE
FOUND ON THE INTERNET
<http //www cityofchicago org/purchasing/>

LEGAL ADVERTISEMENT
FRIDAY, AUGUST 24, 2007
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES

Sealed Bids/Proposals, will be received by the City of Chicago, on the date and time, (Chicago Time), stated for those specific Bids/ Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following

DESCRIPTION BALLED AND BURLAPPED TREE MAINTENANCE AND SERVICES
SPECIFICATION NO 52320
RFQ 2565

PRE-BID/PROPOSAL CONFERENCE Pre-Bid Meeting will be held on
DATE. Wednesday, September 5, 2007
TIME 11 00 A M
PLACE City of Chicago
Department of Procurement Services
121 North LaSalle Street, Room 403
Conference Room B

BID/PROPOSAL OPENING DATE Wednesday, October 3, 2007
TIME 11 00 A M
CONTACT Bernie Harges Phone (312) 744-1645
e-mail Bernie Harges@cityofchicago org

NOTICE OF ADDENDUM FOR:

DESCRIPTION Department of Transportation Job Order Contract
Addendum #1 is available from the Bid and Bond Room, City Hall, Room 301
SPECIFICATION NO 58904
RFQ NUMBER 2640
ORIGINAL BID OPENING DATE Thursday, September 6, 2007
TIME 11 00 a m
CONTACT Byron Whittaker Phone 312-744-4926
E-mail bwhittaker@cityofchicago org

DESCRIPTION Maintenance and Repair of Various Floor Care Machines
SPECIFICATION NO 56593A RFQ NUMBER 2696
ESTIMATE BETWEEN $150,000 00 and $500,000 00
BID/PROPOSAL DEPOSIT. None
PRE-BID/PROPOSAL CONFERENCE Wednesday, August 29, 2007 at 10 00 a m , in the Department of Law Conference Room D, at 30 N LaSalle 9th Floor, Chicago, IL 60602
BID/PROPOSAL OPENING DATE. Thursday, September 27, 2007
TIME 11 00 a m
CONTACT Stephanie Lewis Phone (312) 744-4904
e-mail stephanie lewis@cityofchicago org

DESCRIPTION Small Sewer Pipe and Fittings
SPECIFICATION NO 57329 RFQ NUMBER 2695
BID OPENING DATE Tuesday, September 18, 2007
TIME 11 00 A M
CONTACT Vicky Santiago Phone (312) 744-9760
e-mail victoria santiago@cityofchicago org

Bids/Proposals requiring a Bids/Proposals deposit, must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, in the amount stated, drawn on a responsible bank, or financial institution doing business in the United States, and made payable to the City of Chicago Cash, non-certified checks or comptroller certificates, are not acceptable forms of Bids/Proposals deposits

Any Bids/Proposals submitted, which are not properly signed, or accompanied by an acceptable form of deposit, will be considered non-responsive, and the bid will be disqualified from consideration Any late Bids/Proposals received after announced date and time, for the opening of Bids/Proposals, will not be accepted

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-9773

Where applicable, copies of specifications, plans, and drawings may be obtained by placing a deposit in the amount specified above, for each set of documents The City will only accept certified checks, cashier's checks, or money orders The plan deposit will be refunded upon the return of said documents, in good condition, within ten (10) calendar days after the bid opening date Failure to return said documents within the period stated above, will result in the Bidders/Proposers forfeiting the plan deposit

The above Bids/Proposals estimated range, is intended to represent the size of the project, or anticipated usage

The Chief Procurement Officer, reserves the right to reject any or all Bids/Proposals if deemed in the best interest of the City of Chicago

RICHARD M DALEY BARBARA A LUMPKIN
MAYOR CHIEF PROCUREMENT OFFICER

A COMPLETE LIST OF BID OPENINGS CAN BE
FOUND ON THE INTERNET
<http //www cityofchicago org/purchasing/>

FILE

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

LEGAL ADVERTISEMENT REQUEST FORM:

ADVERTISEMENT DATE: Friday, August 31, 2007

NOTICE OF BID/PROPOSAL POSTPONEMENT FOR:

DESCRIPTION: **Job Order Contract for the Repair, Reconstruction and Rehabilitation of Flat Work/Site Work and Structures**

Addendum #2 is available for pickup from the Bid and Bond Room, Room 301

SPECIFICATION NO: 58904

RFQ NO: 2640

ORIGINAL AD DATE: Monday, August 13, 2007

ORIGINAL BID/PROPOSAL OPENING DATE: Thursday, September 6, 2007

TIME: 11:00 a.m.

NEW BID/PROPOSAL OPENING DATE: Thursday, September 13, 2007

TIME: 11:00 a.m.

CONTACT: Byron Whittaker **PHONE:** 312-744-4926
E-MAIL: bwhittaker@cityofchicago.org

LEGAL ADVERTISEMENT
FRIDAY, AUGUST 31, 2007
CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

Sealed Bids/Proposals, will be received by the City of Chicago, on the date and time, (Chicago Time), stated for those specific Bids/Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following:

DESCRIPTION: Repair Services for Medium and Heavy Duty Trucks
SPECIFICATION NO: 38971A RFQ NUMBER: 2646
PRE-BID/PROPOSAL CONFERENCE: PRE-BID CONFERENCE WILL BE HELD ON WEDNESDAY, SEPTEMBER 19, 2007 BEGINNING AT 2:00 P.M. AT: THE CITY OF CHICAGO, DEPARTMENT OF PROCUREMENT SERVICES, 121 NORTH LASALLE STREET, ROOM 301, CHICAGO, ILLINOIS 60602.
BID/PROPOSAL OPENING DATE: WEDNESDAY, OCTOBER 10, 2007
TIME: 11:00 A.M. LOCAL TIME
CONTACT: WILLIAM L. DOTSON Phone: (312) 744-4924
e-mail: wdotson@cityofchicago.org

TARGET MARKET PROGRAM
Bidding Restricted to City of Chicago Certified Minority Business Enterprise (s) (MBE) and Women Business Enterprise (s) (WBE) With Appropriate Specialty Area Designation;

ADVERTISEMENT DATE: Friday, August 31, 2007
DESCRIPTION: Building Wire Cable, Copper Solid & Stranded
SPECIFICATION NO.: 47742A RFQ NUMBER: 2648
BID/PROPOSAL OPENING DATE: Wednesday, October 9, 2007
TIME: 11:00 A.M LOCAL TIME
CONTACT: Stacy P. Stewart Phone. (312) 744-2681
e-mail: sstewart@cityofchicago.org

NOTICE OF BID/PROPOSAL POSTPONEMENT FOR:
DESCRIPTION: Job Order Contract for the Repair, Reconstruction and Rehabilitation of Flat Work/Site Work and Structures
Addendum #2 is available for pickup from the Bid and Bond Room, Room 301
SPECIFICATION NO: 58904
RFQ NUMBER: 2640
ORIGINAL AD DATE: Monday, August 13, 2007
ORIGINAL BID/PROPOSAL OPENING DATE: Thursday, September 6, 2007
TIME: 11:00 a.m.
NEW BID/PROPOSAL OPENING DATE: Thursday, September 13, 2007
TIME: 11:00 a.m.
CONTACT: Byron Whittaker PHONE: 312-744-4926
E-MAIL: bwhittaker@cityofchicago.org

TARGET MARKET PROGRAM
Bidding Restricted to City of Chicago Certified Minority Business Enterprise (s) (MBE) and Women Business Enterprise (s) (WBE) Firms With Appropriate Specialty Area Designation

DESCRIPTION: Promotional Items and Wearables
SPECIFICATION NO.: 58335 RFQ NUMBER: 2630
BID/PROPOSAL OPENING DATE: Thursday, September 27, 2007
TIME: 11:00 a.m.
CONTACT: Sandra Scamardi Phone: (312) 744-1657
e-mail: sandra.scamardi@cityofchicago.org

TARGET MARKET PROGRAM
Bidding Restricted to City of Chicago Certified Minority Business Enterprise (s) (MBE) and Women Business Enterprise (s) (WBE) Firms With Appropriate Specialty Area Designation

DESCRIPTION: Rodent Warning Posters
SPECIFICATION NO.: 55214 A RFQ NUMBER: 2671
BID/PROPOSAL OPENING DATE: Friday, October 12, 2007
TIME: 11:00 a.m.
CONTACT: Stacy P. Stewart Phone: (312) 744-2681
e-mail: sstewart@cityofchicago.org

TARGET MARKET PROGRAM
Bidding Restricted to City of Chicago Certified Minority Business Enterprise (s) (MBE) and Women Business Enterprise (s) (WBE) Firms With Appropriate Specialty Area Designation

DESCRIPTION: Transition Couplings
SPECIFICATION NO.: 57637 RFQ NUMBER: 2670
BID/PROPOSAL OPENING DATE: Friday, October 5, 2007
TIME: 11:00 a.m.
CONTACT: Stacy P. Stewart Phone: (312) 744-2681
e-mail: sstewart@cityofchicago.org

Bids/Proposals requiring a Bids/Proposals deposit, must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, in the amount stated, drawn on a responsible bank, or financial institution doing business in the United States, and made payable to the City of Chicago. Cash, non-certified checks or comptroller certificates, are not acceptable forms of Bids/Proposals deposits.

Any Bids/Proposals submitted, which are not properly signed, or accompanied by an acceptable form of deposit, will be considered non-responsive, and the bid will be disqualified from consideration. Any late Bids/Proposals received after announced date and time, for the opening of Bids/Proposals, will not be accepted.

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-9773.

Where applicable, copies of specifications, plans, and drawings may be obtained by placing a deposit in the amount specified above, for each set of documents. The City will only accept certified checks, cashier's checks, or money orders. The plan deposit will be refunded upon the return of said documents, in good condition, within ten (10) calendar days after the bid opening date. Failure to return said documents within the period stated above, will result in the Bidders/Proposers forfeiting the plan deposit.

The above Bids/Proposals estimated range, is intended to represent the size of the project, or anticipated usage.

The Chief Procurement Officer, reserves the right to reject any or all Bids/Proposals if deemed in the best interest of the City of Chicago.

RICHARD M. DALEY BARBARA A. LUMPKIN
MAYOR CHIEF PROCUREMENT OFFICER

FRIDAY,
CITY OF
DEPART
PROCUI

Sealed Bids/Proposals, will be
the date and time, (Chicago Ti
Proposals listed below, in Roo
Street, Chicago, Illinois at whi
will be opened and publicly read

DESCRIPTION: Repair Services
SPECIFICATION NO: 38971A
PRE-BID/PROPOSAL CONFERENCE:

BID/PROPOSAL OPENING DATE:
TIME: 11:00 A.M. LOCAL TIME
CONTACT: WILLIAM L. DOTSON

TARGET MA
Bidding Restricted to
Minority Business Enterprise (s) (MBE
With Appropriate Sp

ADVERTISEMENT DATE: Friday, Au
DESCRIPTION: Building Wire C
SPECIFICATION NO.: 47742A
BID/PROPOSAL OPENING DATE:
TIME: 11:00 A.M. LOCAL TIME
CONTACT: Stacy P. Stewart

NOTICE OF BID/PROPO
DESCRIPTION: Job Order C
Reconstruct
Work/Site W

Addendum #2 is available for picku
SPECIFICATION NO: 58904
RFQ NUMBER: 2640
ORIGINAL AD DATE: Monda
ORIGINAL BID/PROPOSAL OPENING D
TIME: 11:00 a m
NEW BID/PROPOSAL OPENING DAT
TIME: 11:00 a m.
CONTACT: Byron Whittaker

TARGET M
Bidding Restricted
Minority Business
Women Business
With Appropriate

DESCRIPTION: Promotional Ite
SPECIFICATION NO.: 58335
BID/PROPOSAL OPENING DATE:
TIME: 11:00 a m.
CONTACT: Sandra Scamardi

TARGET M
Bidding Restricted
Minority Business
Women Business
With Appropriate

DESCRIPTION: Rodent Warnin
SPECIFICATION NO.: 55214 A
BID/PROPOSAL OPENING DATE:
TIME: 11:00 a.m.
CONTACT: Stacy P. Stewart

TARGET M
Bidding Restricted
Minority Business
Women Business
With Appropriate

DESCRIPTION: Transition Cou
SPECIFICATION NO.: 57637
BID/PROPOSAL OPENING DATE
TIME: 11:00 a m.
CONTACT: Stacy P. Stewart

Bids/Proposals requiring a
accompanied by a bid bon
authorized to do business in th
the form of a cashier's check,
drawn on a responsible bank,
in the United States, and mad
non-certified checks or comp
forms of Bids/Proposals depo

Any Bids/Proposals submitte
accompanied by an acceptab
non-responsive, and the bid
Any late Bids/Proposals recei
the opening of Bids/Proposals

Bids/Proposals must be sub
City of Chicago, which a
Procurement Services, Bid a
Chicago, Illinois 312-744-977

Where applicable, copies o
may be obtained by placin
above, for each set of docum
checks, cashier's checks, or
refunded upon the return o
within ten (10) calendar day
return said documents within
the Bidders/Proposers forfeiti

The above Bids/Proposals es
the size of the project, or anti

The Chief Procurement Office
Bids/Proposals if deemed in t

RICHARD M. DALEY
MAYOR CHI

ADDENDUM NO. 1

JOB ORDER CONTRACT
DEPARTMENT OF TRANSPORTATION

SPECIFICATION NO: 58904
RFQ No. 2640

For Which Bids have been scheduled to be opened in the Office of the Chief Procurement Officer, 3rd Floor, City Hall, Chicago, Illinois at 11:00 A.M., on Thursday, September 6, 2007.

PROPOSER WILL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL PAGE TITLED "TO BE EXECUTED BY A CORPORATION" or "TO BE EXECUTED BY A PARTNERSHIP" or "TO BE EXECUTED BY A SOLE PROPRIETOR".

ADDITION OR CHANGE NO.	Description of Change/Clarification

Item 1: Advertisement for Bids:

Delete the 1st sentence in the 1st paragraph:

*Sealed bids will be received by the City of Chicago (hereinafter called the "City") from bidders for the Contract hereinafter set forth at and until **11:00 a.m., Thursday, September 6, 2007** in the Bid and Bond Room 3rd Floor, City Hall, 121 North LaSalle St., Chicago, Illinois, 60602 following which time and place the said bids will be publicly opened and read and tabulated by an authorized representative of the Chief Procurement Officer.*

And replace with the following sentence:

*Sealed bids will be received by the City of Chicago (hereinafter called the "City") from bidders for the Contract hereinafter set forth at and until **11:00 a.m., Tuesday, September 11, 2007** in the Bid and Bond Room 3rd Floor, City Hall, 121 North LaSalle St., Chicago, Illinois, 60602 following which time and place the said bids will be publicly opened and read and tabulated by an authorized representative of the Chief Procurement Officer.*

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

BARBARA A. LUMPKIN
CHIEF PROCUREMENT OFFICER

Item 2: **Book 1, Section Seven, Exhibit I: Traffic Maintenance and Protection**

Delete the following paragraph:

"Included under this item is also furnishing of three (3) portable cellular phones with built in 2-way radio feature (NEXTEL Model I2000 or approved equal) for exclusive use by the Commissioner for business on this project. The telephones are for use during the construction season and will be returned to the Contractor when work is not in progress or when not required by the Commissioner. The cost for these cellular phones will not be paid for separately, but will be incidental to the TRAFFIC CONTROL AND PROTECTION Work Tasks - hence, the bills must be paid by the Contractor."

Note: *The Contractor is not required to provide the Department with any cellular phones under this Contract.*

Item 3: **Book 4a, CDOT Supplemental Specifications, Page 7: Traffic Maintenance and Protection**

Delete the following paragraph:

"Included under this item is also furnishing of three (3) portable cellular phones with built in 2-way radio feature (NEXTEL Model I2000 or approved equal) for exclusive use by the Commissioner for business on this project. The telephones are for use during the construction season and will be returned to the Contractor when work is not in progress or when not required by the Commissioner. The cost for these cellular phones will not be paid for separately, but will be incidental to the TRAFFIC CONTROL AND PROTECTION Work Tasks - hence, the bills must be paid by the Contractor."

Note: *The Contractor is not required to provide the Department with any cellular phones under this Contract.*

Item 4: **Questions Asked:**

4.1 Question: *Upon review of the pricing contained in the Construction Task Catalog (CTC), we noticed a potential flaw in the pricing that may cause Bid Factor Skewing of this Project. Specifically, on Page 02 C-8, Section 02614 C, Items 02614-0022 C through 02614-0037 C -- PCC Sidewalk (Special) 5" and 8" -- used for constructing the ADA Ramps in the City. The pricing reflects the old standards that were previously in place to construct these items of work. The New 2007 ADA Standards that are currently in effect with the City now reflects an increased cost factor of 343%-637% for the 5" Sidewalk (Special) Task Item. The 8" Sidewalk (Special) Task Item has a increased cost factor of 391%-575% to perform this work to the New Standards imposed.*

Since 2006, the City has been emphasizing the ADA Ramps and enforcing very strict standards for the construction thereof; we could potentially see a very large portion of the JOC Flat Work/Site Work Program being used to supplement the City's other ADA Programs and Projects. There are some estimates that have been made, that the ADA Ramp Program and/or Projects containing therein, could involve $100 million in capital improvements within the City.

We would like to see these items re-priced in an Addendum to better reflect currently the City's contractual Costs in the other programs. Thus, we could then possibly avoid the Bid Factor Skewing as mentioned above.

Answer: *The City is analyzing the statements above and will address in the Addendum #2 which will be available in the Bid and Bond Room on Wednesday, August 29, 2007..*

Item 5: **Pre-bid Agenda. See Attachment A.**

Item 6: **Pre-bid Handout. See Attachment B.**

END OF ADDENDUM #1

ITEM 5: ATTACHMENT A

AGENDA

PRE-BID CONFERENCE

DEPARTMENT OF TRANSPORTATION

JOB ORDER CONTRACTING

SPECIFICATION NUMBER 58904
RFQ NUMBER 2640

August 20, 2007

M/WBE
Purchasing and JOC

Catherine Mellon
City of Chicago
Department of Procurement Services

Job Order Contracting

The JOC Contracting System
Key Articles – Construction Documents
Review of Bid Documents

Christian Mellon
Project Manager
The Gordian Group, Inc.

Discussion

ITEM 6: ATTACHMENT B

The City of Chicago

Department of Transportation

Job Order Contracting

Pre-Bid Meeting

for

Job Order Contracting

Specification Number 58904
RFQ Number 2640

Chicago, Illinois

20 August 2007

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What are the Contract Specifics?

- Key Features
  - The Solicitation is for the Award of Multiple Job Order Contracts
  - Bid Deposit: $25,000
  - Performance Bond & Payment Bond: $4,000,000
  - Base Term of Twenty-four (24) months with (2) Additional 2-Year Option Terms (Possible 3 Terms)
  - Minimum Guaranteed Value for the Entire Contract = $50,000
  - Potential Maximum Value per Term = $10,000,000
  - Possible 6-Year Contract with a Potential Maximum of $30,000,000
  - Award is Based on Lowest Award Criteria Figure
  - Bids Good for 180 Days

- Other Key Features
  - M/WBE Participation Goal is 35% and 7%
  - Self Performance requirement is 20%
  - Use of CDOT's All-Inclusive, Assembly Work Tasks (Section 1 of the CTC)
  - Bid Opening: Thursday, September 6, 2007

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How to Be a Successful JOC Contractor?

Sample of Projects Under Previous CDOT JOC

Repair of Failing Concrete Retaining Wall at Kinzie and	$61,379 54
Wacker Drive & Randolph Street Emergency Barrier Wall	$60 141 89
Van Buren Street Bascule Bridge Over South Branch of the	$23,662 08
Wabash Avenue Viaduct Deck Repair	$6,950 37
Replacement of Roof and Ornamental Trim work of Lake Shore	$89 042 97
Temporary Pedestrian Canopy at the Northwest Stair of the	$4 803 84
Michigan Avenue Bollard and Surface Repairs	$34,377 78
Uptown Bollards (at Lawrence Avenue & Broadway)	$6,209 33
Queen's Landing Bollards	$330,319 39
2005 Hazardous Right of Way (Sidewalks Repairs) at Grand	$137 965 06
Temporary Wacker Drive Riverwalk	$717,049 94
Freight Tunnel and Trolley System Security Upgrades	$1 121 660 18
Landscape Median Improvement - Peterson Ave (Western to	$654,810.97
44TH Ward Bench Installation	$2,458 84
Michigan and Adams Bollards	$12,597 73
Madison Street - Streetscape Improvement - Pulaski Rd to	$3,087,950 34
27th Ward Mend Program Construction	$639 147 03
Green Alley Project	$751,639 89
Vietnam Veterans Memorial Plaque Replacement @ Wabash	$4,384 07
LaSalle Drive Viaduct under Lake Shore Drive Repairs	$262,590 99
27th Ward Construction	$486 610 45
East Wacker Drive Riverwalk Repairs	$47 155 36
Traffic Signal Improvement - Halsted Street at Wavel and Avenue	$73,854 64
Randolph Street Viaduct Waterproofing and Overlay Installation	$431,270 44
Lincoln Park West Intersection Improvements	$179 901 55

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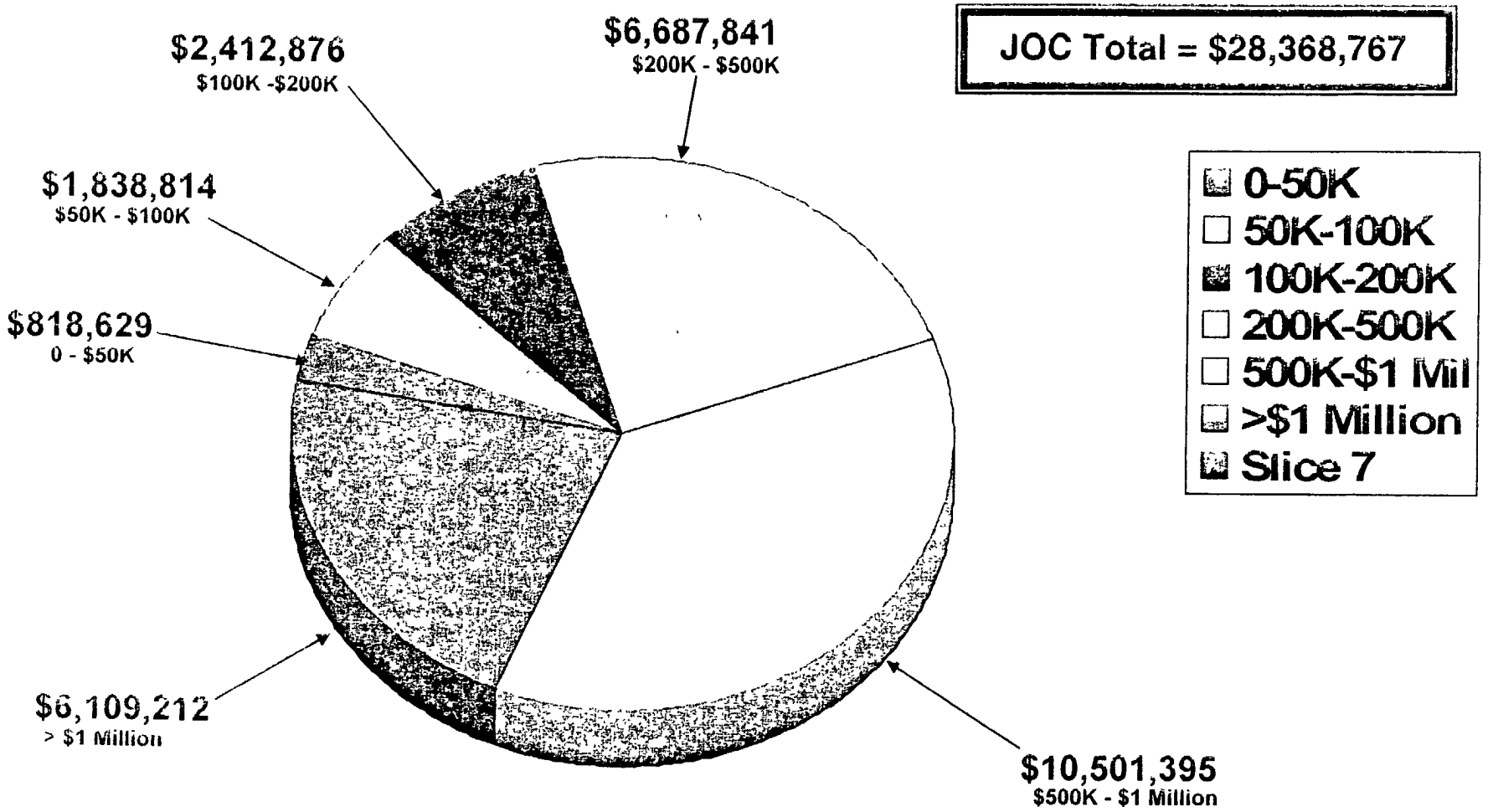
How to Be a Successful JOC Contractor?



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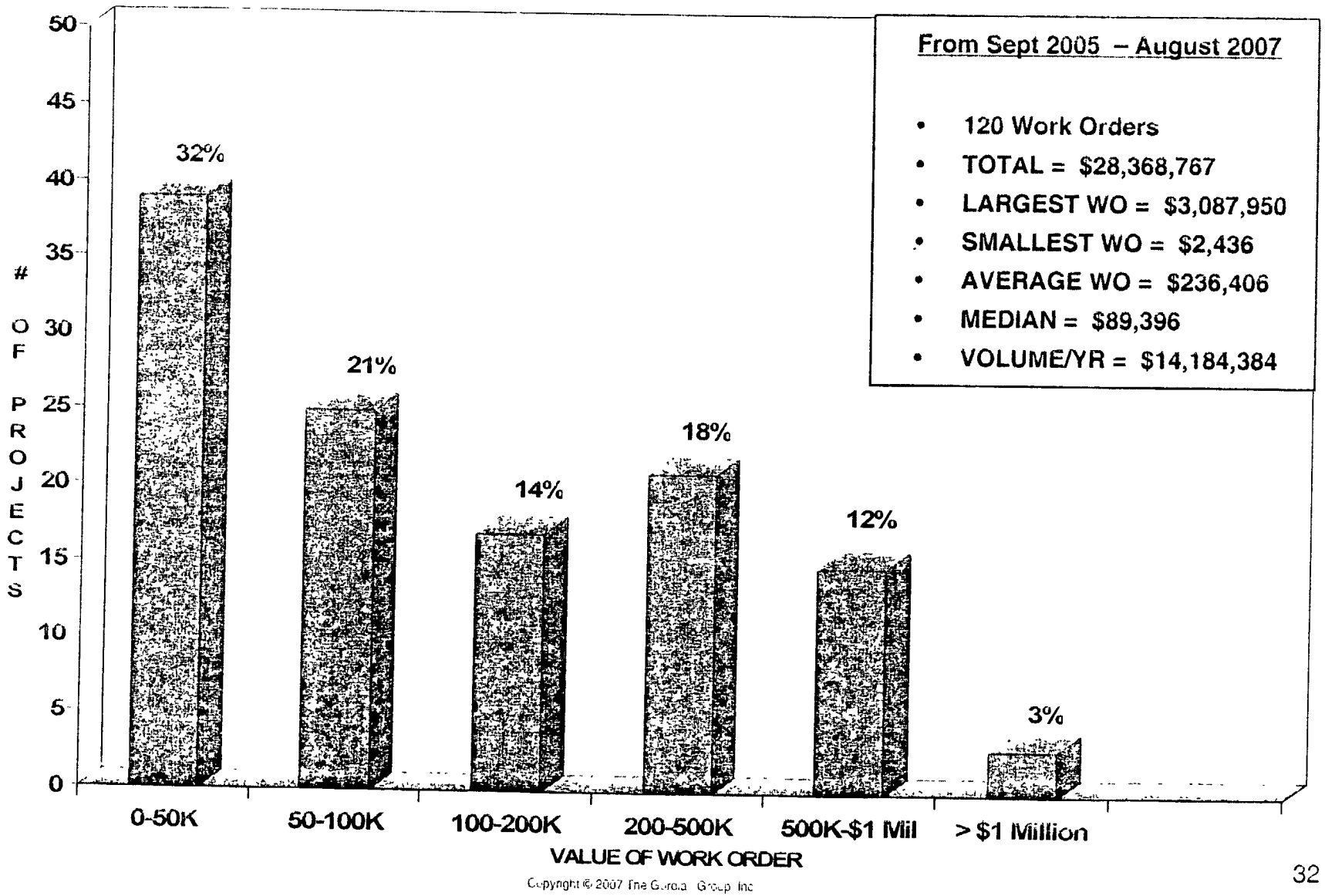
How to Be a Successful JOC Contractor?



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Please submit all RFIs To

Christian Mellon
The Gordian Group, Inc.

E-mail: cmellon@gordian-group.com

Upcoming Schedule

RFI's Due:	Wednesday, August 22, 2007
Addendum Available:	Friday, August 24, 2007
Bid Opening:	Thursday, September 6, 2007

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The City of Chicago

Department of Transportation

Job Order Contracting

Pre-Bid Meeting

for

Job Order Contracting

Specification Number 58904
RFQ Number 2640

Chicago, Illinois

20 August 2007

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What are the Contract Specifics?

- Key Features
  - The Solicitation is for the Award of Multiple Job Order Contracts
  - Bid Deposit: $25,000
  - Performance Bond & Payment Bond: $4,000,000
  - Base Term of Twenty-four (24) months with (2) Additional 2-Year Option Terms (Possible 3 Terms)
  - Minimum Guaranteed Value for the Entire Contract = $50,000
  - Potential Maximum Value per Term = $10,000,000
  - Possible 6-Year Contract with a Potential Maximum of $30,000,000
  - Award is Based on Lowest Award Criteria Figure
  - Bids Good for 180 Days

- Other Key Features
  - M/WBE Participation Goal is 35% and 7%
  - Self Performance requirement is 20%
  - Use of CDOT's All-Inclusive, Assembly Work Tasks (Section 1 of the CTC)
  - Bid Opening: Thursday, September 6, 2007

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How to Be a Successful JOC Contractor?

Sample of Projects Under Previous CDOT JOC

Repair of Failing Concrete Retaining Wall at Ranzie and	$61,379 54
Wacker Drive & Randolph Street Emergency Barrier Wall	$50 141 89
van Buren Street Bascule Bridge Over South Branch of the	$23,662 08
Wabash Avenue Viaduct Deck Repair	$8,950 37
Replacement of Roof and Ornamental Trim Work of Lake Shore	$69 042 97
Temporary Pedestrian Canopy at the Northwest Stair of the	$4 803 84
Michigan Avenue Bollard and Surface Repairs	$34 377 76
Uptown Bollards (at Lawrence Avenue & Broadway)	$6,209 33
Queen's Landing Bollards	$330 319 39
2005 Hazardous Right of Way (Sidewalks Repair) at Grand	$137 985 06
Temporary Wacker Drive Riverwalk	$717,649 94
Freight Tunnel and Trolley System Security Upgrades	$1 121 880 18
Landscape Median Improvement - Peterson Ave (Western to	$654,810 97
44TH Ward Bench Installation	$2 458 84
Michigan and Adams Bollards	$12,597 73
Madison Street - Streetscape Improvement - Pulaski Rd to	$3,087 950 34
27th Ward Menu Program Construction	$639 147 03
Green Alley Project	$751,039 89
Vietnam Veterans Memorial Plaque Replacement @ Wabash	$4,384 07
LaSalle Drive Viaduct under Lake Shore Drive Repairs	$202,596 99
27th Ward Construction	$486 810 45
East Wacker Drive Riverwalk Repairs	$47,155 36
Traffic Signal Improvement - Halsted Street at Waveland Avenue	$73,854 64
Randolph Street Viaduct Waterproofing and Overlay Installation	$431 270 44
Lincoln Park West Intersection Improvements	$179,901 55

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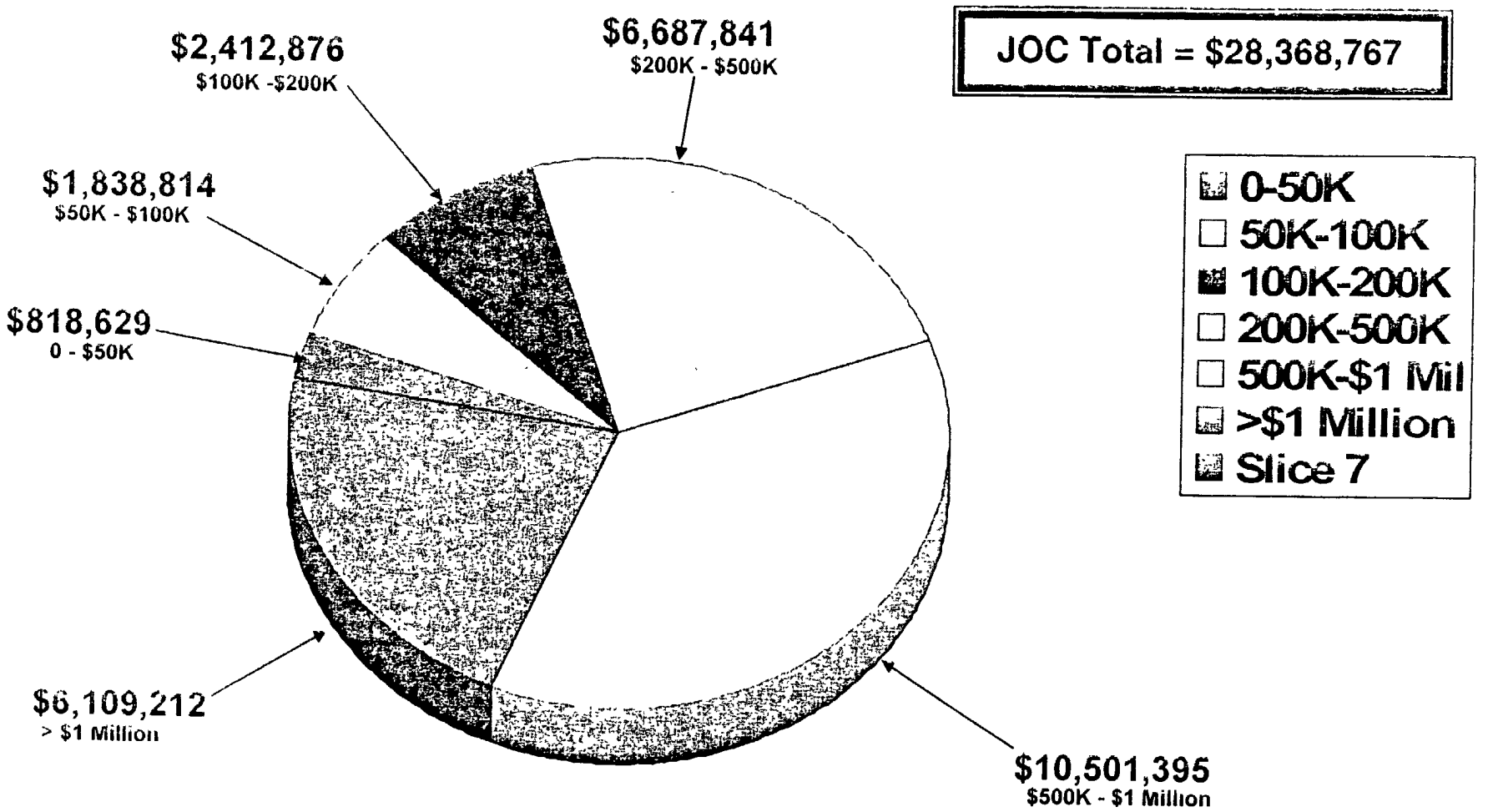
How to Be a Successful JOC Contractor?



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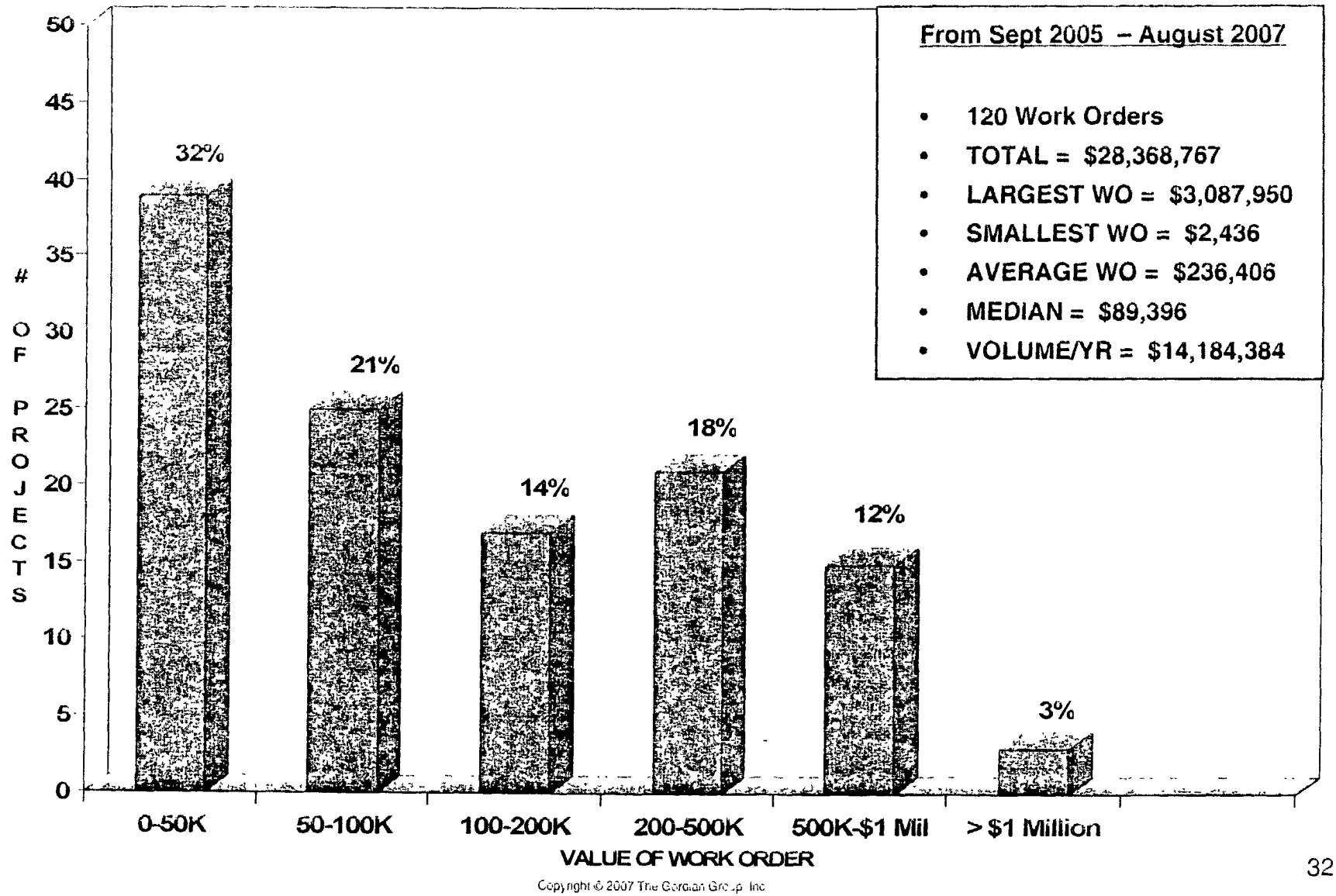
How to Be a Successful JOC Contractor?



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Please submit all RFIs To

Christian Mellon
The Gordian Group, Inc.

E-mail: cmellon@gordian-group.com

Upcoming Schedule

RFI's Due: Wednesday, August 22, 2007

Addendum Available: Friday, August 24, 2007

Bid Opening: Thursday, September 6, 2007

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ADDENDUM NO. 2
Friday, August 31, 2007

JOB ORDER CONTRACT
DEPARTMENT OF TRANSPORTATION

SPECIFICATION NO: 58904
RFQ No. 2640

For Which Bids have been scheduled to be opened in the Office of the Chief Procurement Officer, 3rd Floor, City Hall, Chicago, Illinois at 11:00 A.M., on Thursday, September 13, 2007.

PROPOSER WILL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL PAGE TITLED "TO BE EXECUTED BY A CORPORATION" or "TO BE EXECUTED BY A PARTNERSHIP" or "TO BE EXECUTED BY A SOLE PROPRIETOR".

ADDITION OR CHANGE NO.	Description of Change/Clarification

Item 1: **Book 3, Construction Task Catalog®**

Delete the following sections from the Construction Task Catalog®:

02205 – Bulk Excavation
02210 – Excavation for Building Foundation and Other Structures

Item 2: Book 3, Construction Task Catalog®, Section 1

Delete the following items from Section 1 of Book 3 and Replace with **Attachment A.**

Clarification: *The task descriptions have not changed. The prices have been revised.*

02112 C Selective Demolition

02112-0001 C Removals

Note The following City of Chicago Department of Transportation standard site work tasks are all-inclusive, assembly work tasks and shall be used in lieu of individual component tasks The JOC General Conditions, Book 2 further define the use of these tasks Refer to the appropriate specifications contained in Book 4 for a complete definition of what is included in these work tasks

02112-0043 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth) (0 - 50) Note Includes all machinery (such as milling machine sweeper truck), hauling and disposal	87 60
02112-0044 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth) (50 - 100) Note Includes all machinery (such as milling machine, sweeper truck) hauling and disposal	36 77
02112-0045 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth) (100 - 400) Note Includes all machinery (such as milling machine sweeper truck) hauling and disposal	29 20
02112-0046 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth), (400 - 1 000) Note Includes all machinery (such as milling machine sweeper truck), hauling and disposal	21 20
02112-0047 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth), (1 000 - 5 000) Note Includes all machinery (such as milling machine sweeper truck) hauling and disposal	11 68
02112-0048 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth), (5 000 -) Note Includes all machinery (such as milling machine sweeper, truck), hauling and disposal	7 95

02610 C Subbase And Base Course

02610-0001 C Subbase

Note The following City of Chicago Department of Transportation standard site work tasks are all-inclusive assembly work tasks and shall be used in lieu of individual component tasks The JOC General Conditions, Book 2, further define the use of these tasks Refer to the appropriate specifications contained in Book 4 for a complete definition of what is included in these work tasks

02610-0002 C	SY	Sub-base Granular Material (Non Lime Stone) Type B, 6" (0 - 150)	15 03
02610-0003 C	SY	Sub-base Granular Material (Non Lime Stone), Type B 6", (150 - 250)	12 15
02610-0004 C	SY	Sub-base Granular Material (Non Lime Stone) Type B 6", (250 - 1 000)	9 14
02610-0005 C	SY	Sub-base Granular Material (Non Lime Stone), Type B, 6" (1000 - 10000)	8 10
02610-0006 C	SY	Sub-base Granular Material (Non Lime Stone), Type B 6" (10000 +)	7 17
02610-0007 C	CY	Sub-base Granular Material (Non Lime Stone), Type B (0 - 25) Variable Depth	53 17
02610-0008 C	CY	Sub base Granular Material (Non Lime Stone), Type B (25 - 42) Variable Depth	44 39
02610-0009 C	CY	Sub-base Granular Material (Non Lime Stone) Type B, (42 - 167) Variable Depth	37 05
02610-0010 C	CY	Sub-base Granular Material (Non Lime Stone) Type B (167 - 1667) Variable Depth	30 03
02610-0011 C	CY	Sub base Granular Material (Non Lime Stone), Type B, (1667 +) Variable Depth	24 05
02610-0012 C	SY	Sub-base Granular Material , Type B, 6 (0 - 150)	12 71
02610-0013 C	SY	Sub-base Granular Material , Type B, 6 (150 - 250)	10 64
02610-0014 C	SY	Sub-base Granular Material Type B 6" (250 - 1000)	7 91
02610-0015 C	SY	Sub-base Granular Material Type B, 6" (1000 - 10000)	7 06
02610-0016 C	SY	Sub-base Granular Material Type B 6" (10000 +)	6 40
02610-0017 C	CY	Sub-base Granular Material Type B (0 - 25) Variable Depth	45 09
02610-0018 C	CY	Sub-base Granular Material Type B (25 - 42) Variable Depth	40 00
02610-0019 C	CY	Sub-base Granular Material Type B (42 - 167) Variable Depth	33 34
02610-0020 C	CY	Sub-base Granular Material Type B (167 - 1667) Variable Depth	27 79
02610-0021 C	CY	Sub-base Granular Material Type B, (1667 +) Variable Depth	21 63

02614 C Concrete Paving

02614-0001 C P C C. Concrete Pavements And Sidewalks

Note The following City of Chicago, Department of Transportation standard site work tasks are all-inclusive assembly work tasks and shall be used in lieu of individual component tasks The JOC General Conditions, Book 2 further define the use of these tasks Refer to the appropriate specifications contained in Book 4 for a complete definition of what is included in these work tasks

02614-0022 C	SF	P C C Sidewalk 5" (Special), (0 - 25)	7 00
02614-0023 C	SF	P C C Sidewalk 5" (Special), (25 - 100)	5 65
02614-0024 C	SF	P C C Sidewalk 5" (Special) (100 - 500)	4 31
02614-0025 C	SF	P C C Sidewalk 5" (Special) (500 +)	3 77
02614-0026 C	SF	P C C Sidewalk 6" (Special) (0 - 25)	7 15
02614-0027 C	SF	P C C Sidewalk, 6" (Special), (25 - 100)	6 73
02614-0028 C	SF	P C C Sidewalk 6" (Special) (100 - 500)	5 81
02614-0029 C	SF	P C C Sidewalk 6" (Special) (500 +)	4 87
02614-0030 C	SF	High Early P C C Sidewalk, 5 (Special) (0 - 25)	9 36
02614-0031 C	SF	High Early P C C Sidewalk 5" (Special), (25 - 100)	6 42
02614-0032 C	SF	High Early P C C Sidewalk 5 (Special) (100 - 500)	4 94
02614-0033 C	SF	High Early P C C Sidewalk 5" (Special) (500 +)	4 69
02614-0034 C	SF	High Early P C C Sidewalk 6 (Special) (0 - 25)	7 39
02614-0035 C	SF	High Early P C C Sidewalk 6 (Special) (25 - 100)	7 46
02614-0036 C	SF	High Early P C C Sidewalk 6 (Special) (100 - 500)	5 97
02614-0037 C	SF	High Early P C C Sidewalk 6 (Special) (500 +)	5 71

02614-0064 C EA Drill and Grout #5 Tie Bars 24 78

Item 3: **Book 3, Construction Task Catalog®, Section 1:**

Add the following item to Section 1 of the CTC:

See Attachment B.

Item 4: **Book 4a, CDOT Supplemental Specifications:**

Delete the following specification from Book 4a (Pages 196-198) And Replace with **Attachment C**:

SECTION 02614 P.C.C. CONCRETE PAVEMENTS AND SIDEWALKS

02614-0002c PORTLAND CEMENT CONCRETE SIDEWALK
02614-0014c HIGH EARLY STRENGTH P.C.C. SIDEWALK
02614-0022c PORTLAND CEMENT CONCRETE SIDEWALK (SPECIAL)
02614-0030c HIGH EARLY STRENGTH P.C.C. SIDEWALK (SPECIAL)

END OF ADDENDUM #2

ITEM 2: ATTACHMENT A

MINOR CSI	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST

ATTACHMENT A

02000 C Site Work

02110 C Demolition (02000 C)

02112 C Selective Demolition (02110 C)

02112-0001 C Removals (02112 C)

Note The following City of Chicago, Department of Transportation standard site work tasks are all inclusive assembly work tasks and shall be used in lieu of individual component tasks The JOC General Conditions, Book 2 further define the use of these tasks Refer to the appropriate specifications contained in Book 4 for a complete definition of what is included in these work tasks

02112-0043 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth), (0 > 50) Note Includes all machinery (such as milling machine, sweeper, truck), hauling and disposal		52 14
02112-0044 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth) (50 > 100) Note Includes all machinery (such as milling machine, sweeper, truck) hauling and disposal		13 46
02112-0045 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth), (100 > 400) Note Includes all machinery (such as milling machine, sweeper, truck), hauling and disposal		6 72
02112-0046 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth), (400 > 1 000) Note Includes all machinery (such as milling machine sweeper, truck), hauling and disposal		5 34
02112-0047 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth), (1,000 > 5,000) Note Includes all machinery (such as milling machine, sweeper, truck), hauling and disposal		4 68
02112-0048 C	SY	Hot Mix Asphalt Surface Removal (Variable Depth), (5,000 >) Note Includes all machinery (such as milling machine, sweeper, truck), hauling and disposal		3 94

02600 C Paving And Surfacing (02000 C)

02610 C Subbase And Base Course (02600 C)

02610-0001 C Subbase (02610 C)

Note The following City of Chicago Department of Transportation standard site work tasks are all-inclusive, assembly work tasks and shall be used in lieu of individual component tasks The JOC General Conditions, Book 2, further define the use of these tasks Refer to the appropriate specifications contained in Book 4 for a complete definition of what is included in these work tasks

02610-0002 C	SY	Sub-base Granular Material (Non Lime Stone), Type B 6" (0 > 150)	6 89
02610-0003 C	SY	Sub-base Granular Material (Non Lime Stone) Type B 6", (150 > 250)	5 88
02610-0004 C	SY	Sub-base Granular Material (Non Lime Stone), Type B, 6", (250 > 1 000)	5 51
02610-0005 C	SY	Sub-base Granular Material (Non Lime Stone), Type B 6", (1000 > 10000)	5 12
02610-0006 C	SY	Sub-base Granular Material (Non Lime Stone), Type B, 6", (10000 >)	4 85
02610-0007 C	CY	Sub-base Granular Material (Non Lime Stone), Type B, (0 > 25) Variable Depth	37 79
02610-0008 C	CY	Sub-base Granular Material (Non Lime Stone), Type B, (25 > 42) Variable Depth	31 56
02610-0009 C	CY	Sub-base Granular Material (Non Lime Stone), Type B, (42 > 167) Variable Depth	26 33
02610-0010 C	CY	Sub-base Granular Material (Non Lime Stone), Type B (167 > 1667) Variable Depth	24 34
02610-0011 C	CY	Sub-base Granular Material (Non Lime Stone), Type B (1667 >) Variable Depth	21 09
02610-0012 C	SY	Sub-base Granular Material , Type B, 6" (0 > 150)	5 83
02610-0013 C	SY	Sub-base Granular Material Type B, 6", (150 > 250)	5 15
02610-0014 C	SY	Sub-base Granular Material , Type B, 6", (250 > 1000)	4 83
02610-0015 C	SY	Sub-base Granular Material , Type B 6", (1000 > 10000)	4 46
02610-0016 C	SY	Sub-base Granular Material , Type B, 6", (10000 >)	4 15
02610-0017 C	CY	Sub-base Granular Material , Type B (0 > 25) Variable Depth	32 04
02610-0018 C	CY	Sub-base Granular Material Type B (25 > 42) Variable Depth	28 43
02610-0019 C	CY	Sub-base Granular Material , Type B, (42 > 167) Variable Depth	23 69
02610-0020 C	CY	Sub-base Granular Material Type B, (167 > 1667) Variable Depth	22 52
02610-0021 C	CY	Sub-base Granular Material Type B, (1667 >) Variable Depth	18 97

02614 C Concrete Paving (02600 C)

02614-0001 C P C C Concrete Pavements And Sidewalks (02614 C)

Note The following City of Chicago, Department of Transportation standard site work tasks are all-inclusive, assembly work tasks and shall be used in lieu of individual component tasks The JOC General Conditions Book 2, further define the use of these tasks Refer to the appropriate specifications contained in Book 4 for a complete definition of what is included in these work tasks

02614-0022 C	SF	P C C Sidewalk 5" (Special) (0 > 25)	24 07
02614-0023 C	SF	P C C Sidewalk 5" (Special), (25 > 100)	21 63
02614-0024 C	SF	P C C Sidewalk 5", (Special), (100 > 500)	21 07
02614-0025 C	SF	P C C Sidewalk, 5" (Special) (500 >)	20 15
02614-0026 C	SF	P C C Sidewalk, 6" (Special) (0 > 25)	76 16
02614-0027 C	SF	P C C Sidewalk 8", (Special), (25 > 100)	35 27
02614-0028 C	SF	P C C Sidewalk 8" (Special) (100 > 500)	33 32
02614-0029 C	SF	P C C Sidewalk 8" (Special) (500 >)	24 16
02614-0030 C	SF	High Early P C C Sidewalk 5" (Special) (0 > 25)	25 43
02614-0031 C	SF	High Early P C C Sidewalk 5" (Special) (25 > 100)	24 40
02614-0032 C	SF	High Early P C C Sidewalk 5" (Special), (100 > 500)	22 00
02614-0033 C	SF	High Early P C C Sidewalk 5" (Special) (500 >)	21 16
02614-0034 C	SF	High Early P C C Sidewalk 8" (Special), (0 > 25)	18 40
02614-0035 C	SF	High Early P C C Sidewalk 8" (Special) (25 > 100)	26 00
02614-0036 C	SF	High Early P C C Sidewalk 8" (Special) (100 > 500)	23 48
02614-0037 C	SF	High Early P C C Sidewalk 8" (Special) (500 >)	23 07
02614-0094 C	EA	Drill And Grout #5 Tie Bars	5 25

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ITEM 3: ATTACHMENT B

MINOR CSI	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST

ATTACHMENT B

02000 C Site Work

02614 C Concrete Paving (02614 C)

02614-0001 C **P C C Concrete Pavements And Sidewalks** (02614 C)

Note The following City of Chicago Department of Transportation standard site work tasks are all-inclusive, assembly work tasks and shall be used in lieu of individual component tasks The JOC General Conditions, Book 2, further define the use of these tasks Refer to the appropriate specifications contained in Book 4 for a complete definition of what is included in these work tasks

02614-0099 C	LF	Side Curb at Property Line		18 24

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ITEM 4: ATTACHMENT C

SECTION 02614 P.C.C. CONCRETE PAVEMENTS AND SIDEWALKS

02614-0002c PORTLAND CEMENT CONCRETE SIDEWALK

02614-0014c HIGH EARLY STRENGTH P.C.C. SIDEWALK

02614-0022c PORTLAND CEMENT CONCRETE SIDEWALK (SPECIAL)

02614-0030c HIGH EARLY STRENGTH P.C.C. SIDEWALK (SPECIAL)

02614-0099c SIDE CURB AT THE PROPERTY LINE

Work under these items must be performed in accordance with the requirements of section 424 of the standard specifications for road and bridge construction, the latest version of the CDOT ADA standard details, except as herein modified. The QC/QA provisions of IDOT check sheet number 31 will also apply.

Description: This work consists of constructing 5 inch or 8 inch thick PCC Curb Ramps including the sidewalk ramp, underneath Tactile Detectable Warning Surface System where shown in the plans and as directed by the Commissioner. The Tactile Detectable Warning Surface will not be included in this item, but paid for under the items for DETECTABLE WARNING SURFACE, LINEAR TILES and DETECTABLE WARNING SURFACE SYSTEM, RADIUS TILES.

This work also includes constructing 5 inch Thick Portland Cement Concrete (PCC) sidewalks, transition panels, sidewalk aprons, courtesy walks, carriage walks, and bus loading platforms of lengths and widths at locations shown in the plans and as directed by the Commissioner.

This work also includes constructing side curbs at the Property Line including side curbs to retain earth or cover exposed foundations. Side curbs adjacent to the ramps will be paid under PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL or PORTLAND CEMENT CONCRETE SIDEWALK, 8-INCH, SPECIAL.

General Requirements:

Curb Ramp Installation at Intersections shall be a phased construction as follows:

- 1st Pour: Curb / Curb and Gutter; Level Landings; Side Curbs at Property Lines;
- 2rd Pour: Ramps, Side Flares, Side Curbs,
- 3rd Pour: Transition Panels and Balance of Walk.

Curb Ramp Installation at alley returns shall be a phased as follows

- 1st Pour: Curb / Curb and Gutter; Side Curbs at Property Lines;
- 2nd Pour Ramps; Side Flares, Side Curbs; Alley Apron accessible path (property line to break line).
- 3rd Pour: Transition Panels, Balance of Walk, Balance of Alley Apron.

Any deviation from these phasings must be approved by the Commissioner.

The curb ramps, level landings and side flares must be constructed to a uniform thickness PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL or PORTLAND CEMENT CONCRETE SIDEWALK, 8-INCH, SPECIAL as shown on the plans and/or directed by the Commissioner.

Transition panels and the balance of walk are to be constructed under PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH

Final finish and installation of Tactile Detectable Warning Surface will be in accordance with the latest CDOT ADA Standards as posted on the CDOT website.

The Contractor must match the sidewalk joint spacing and finish of existing sidewalk.

Concrete must not be placed on soft, muddy, frozen or non-compacted subgrade or sub-base , Preparation of the subgrade or sub-base will not be paid for separately but is included in this item Sidewalk must not be poured monolithically with adjacent curb and gutter or driveways. Joints in the curb ramp must be per City ADA Standard Details. Preformed expansion joint material must conform to Article 1051 03. Concrete must be Class SI and must conform to the requirements of Section 1020.

When directed by the Commissioner, a protective surface treatment must be applied, which will be paid for under the item for PROTECTIVE COAT. Membrane curing will not be permitted where protective coat is to be applied. Concrete at these locations must be cured by another method specified in another article 1020.13 at no additional cost to the City.

The use of steel forms will not be permitted. Form depth must equal or exceed depth of walk being poured Use of "2x4" as forms will not be allowed.

When directed by the Commissioner, a 3-Inch Sand Cushion must be placed under new sidewalks Otherwise, sidewalks must be constructed on the existing sub-base. The sand cushion will be paid for under the item for SAND CUSHION 3-INCH

B-Curb, Curb and Gutter, Alley are not to be included under this item but paid for under the appropriate items of the Contract

Included in the cost of the item is compliance with IDOT Recurring Special Revision Check Sheet # 31. Quality Control / Quality Assurance of Concrete Mixtures

Method of Measurement: PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL and PORTLAND CEMENT CONCRETE SIDEWALK, 8-INCH, SPECIAL will

be measured for payment in-place and will include the side curbs or side flares (edge treatment), level landing, curb ramp, sidewalk constructed between adjacent curb ramp along the curbs within the corner radii. The area will be computed in Square Feet. Steel tie bars will not be measured for payment but considered included. PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH will be measured for payment in place and include the transitional panels and balance of sidewalk. The area will be computed in Square Feet Steel tie bars will not be measured for payment but will be included in this item. SIDE CURBS AT THE PROPERTY LINE will be measured per Lineal Foot in place.

Basis of Payment: Curb Ramps will be paid for at the contract unit price per Square Foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL or PORTLAND CEMENT CONCRETE, 8-INCH, SPECIAL. 5-inch thick PCC sidewalks will be paid for at the contract unit price per Square Foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH. SIDE CURBS AT THE PROPERTY LINE will be paid per Lineal Foot.

The contract unit price for sidewalk and curb ramps will include all costs in full for materials, labor, QA/QC procedures, equipment and all work necessary to survey / layout and construct sidewalks, curb ramps, side curbs and flares including, but not limited to, expansion joints, tie bars, sawcutting, grading, curing and compacting.

This specification also applies to items 0003c – 0037c and 0099c.

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Department of Transportation
Instructions and Execution Documnets

DOCUMENT SUBMITTAL CHECKLIST

This checklist is intended to assist you. Missing forms may invalidate your bid. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. ___✓___ Bid Form 1 – Schedule of Prices (Section Five)
2. ___✓___ Bid Form 2 – Basis of Contract Award (Award Criteria) (Section Five)
3. _____ Submit the Appropriate Proposal (Section Five)

   _____Proposal To Be Completed By a Corporation (if applicable); or

   _____Proposal To Be Completed By a Partnership; or

   _____Proposal To Be Completed by a Sole Partnership

   _____Proposal To Be Completed by a Join Venture
4. ___✓___ Bid Form A - Affidavit of Uncompleted Work (Section Six)
5. ___✓___ Bid Form B - Contractor's Affidavit Regarding Removal of all Waste Materials and Identification of All Legal Dump Sites (Section Six)
6. ___✓___ Bid Form C - City of Chicago Economic Disclosure Statement and Affidavit (Section Six)
7. ___✓___ Bid Form D - Bid Deposit (Section Six - To be inserted by the Bidder)
8. _____ Bid Form E - Contractor's Management Plan (Section Six - To be inserted by the Bidder)
9. _____ If applicable, Schedule B – MBE/WBE Affidavit of Joint Venture (Book 2)

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SECTION ONE - PROJECT INFORMATION

The following Specifications supplement the "Requirements for Bidding and Instructions for Bidders" in Section Three of this document

Proposals will be received by the Chief Procurement Officer of the City of Chicago for:

Department of Transportation
Job Order Contract (JOC)

Repair, Reconstruction and Rehabilitation of
Flat Work/Site Work and Structures

Specification Number 58904
RFQ Number: 2640

all in accordance with Contract Documents set forth below.

1. Scope of the Work

The Scope of Work under this Contract shall be set forth in individual Work Orders issued hereunder Upon receipt of a Sub Order Release, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as City of Chicago furnished, needed perform the necessary improvements. **This Contract is primarily to be used for the construction, rehabilitation, and modernization of flat work/site work, structures and other infrastructure facilities under the jurisdiction of the Department of Transportation including but not limited to bridges, streets, highways, cul-de-sacs, sidewalks, paving, landscaping, drainage structures, curbs and gutters, however the City reserves the right to have the Contractor work on any City facility.** The City is not obligated nor does it guarantee that the Contractor will perform work in the above mentioned categories. The City reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the facilities mentioned above

2. Job Order Contracting (JOC) - Overview

A. A Job Order Contract (JOC) is a competitively bid, fixed-price indefinite-quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is awarded to a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc., of infrastructure, buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Sub Order Release against the Contract

B Under the JOC concept, the Contractor furnishes management, labor, materials, equipment and engineering support needed to perform the Work

C. The JOC includes a Construction Task Catalog® (CTC®). This CTC® was developed by the City of Chicago and is based on the use of experienced labor and high quality materials. All of the unit prices incorporate prevailing Chicago cost data. The labor prices are based on prevailing wages in the Chicago area, as determined by the Illinois Department of Labor. The CTC® also incorporates local activity, climate and geographic features

D. Bidders will offer a price adjustment to be applied to the CTC® unit price. The CTC® and the Contractor's Adjustment Factors will be incorporated in the awarded Contract.

E The JOC concept also includes a provision for the establishment of prices for Work requirements which are within the general scope of Work but were not included in the CTC® at the time of Contract award. These tasks are referred to as "Non Pre-priced Tasks" Non Pre-priced (NPP) Tasks may require the establishment of specifications and drawings and may subsequently be incorporated into the CTC®.

3. Contract Documents

The Contract Documents constituting component parts of this Contract are the following

Book I: Instructions and Execution Documents (Note: Book 1 and Book 2 are bound together)

Book 2: Terms and Conditions

Book 3: Construction Task Catalog® (CD-ROM)

Book 4a: CDOT Supplemental Specifications (CD-ROM)

Book 4b JOC Technical Specifications (CD-ROM)

Book 4c: CDOT Standard Drawings (CD-ROM)

4. Purchase of the Contract Documents

Intending Bidders may obtain one set of the Bid and Contract Documents at the Bid and Bond Room, 3rd Floor, City Hall, 121 North LaSalle St., Chicago, Illinois, on the date specified in the advertisement and any business day thereafter for a non-refundable fee of fifty dollars ($50.00) in the form of a cashier's check, money order or certified check.

5. Pre-bid Conference

Intending bidders are strongly encouraged to attend a pre-bid conference **The pre-bid conference** will be held on the date, time and location specified in the advertisement.

6. Bid Pricing

A. Each bidder must submit **three Adjustment Factors** in order to be considered responsive. The first Adjustment Factor is to be applied to that Work anticipated to be accomplished during Normal Working Hours. The second Adjustment Factor will be applied to that Work anticipated to be accomplished on an Other than Normal Working Hour basis. The third Adjustment Factor is to be applied to Non Pre-priced work tasks. **Adjustment Factors must be specified to the fourth decimal place.**

B. For bid evaluation purposes only, the following weighting factors shall be used to determine the combined adjustment factor;

Adjustment Factor	Weight
Normal Working Hours	0.90
Other Than Normal Working Hours	0.05
Non Pre-priced	0.05

C. CTC® is priced at a net value of 1.0000 The bid shall be an increase to" (e.g., 1.2000) to the Unit Prices listed in the CTC®. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bid will be rejected.

D. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-01 to 00-07 of Book Three – the CTC® for a complete explanation of what is included in the Unit Prices and what is not.

E. Any revision by the Illinois Department of Labor to the applicable minimum hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid by the City for Work performed under the Contract.

7. Contract Performance Period

A. This Contract is effective for the period of 24 months from the date of award or the expenditure of the maximum value of the Contract, whichever occurs first. The City shall have the option to extend the term of the Contract for two additional Contract terms of 24 months each from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. Work ordered prior to but not completed by the expiration of any Contract period will be completed with all provisions of the Contract still in force.

B. Performance time for each Work Order issued under this Contract will be determined in accordance with Article III Scope of Work and Procedure for Ordering Work and Article V Time and Progress Schedule of the JOC General Conditions, Book 2.

C. The City is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities as soon as practical after Contract award, but before Work on individual Work Orders begins.

8. Contract Amount

A. The minimum Contract amount for the entire Contract including option terms is $50,000.

B. The maximum Contract amount for the first Contract term and each additional Contract term is **$10,000,000** plus any carry over amounts from the initial term or any option term(s). The maximum value of the Contract is $30,000,000

9. Contractor's Management Plan

A. The Bidder is required to submit four copies of its plan for management of the Contract. The title of the submittal shall be **"MANAGEMENT PLAN FOR EXECUTION OF JOB ORDER CONTRACTING."** The Contractor's Management Plan **must be** submitted with the Bidder's bid documents.

B. In addition to the proposal documents and other required submittals, the Contractor's Management Plan will be used by the Chief Procurement Officer to determine the responsibility of the Bidder to perform the Contract. Therefore the Bidder should take great care in the preparation of the management plan.

C. The management plan must be customized for this particular Contract. The Bidder is expected to evaluate the requirements of the Contract, assimilate the information provided at the pre-bid meeting and provide meaningful narrative regarding the topics mentioned below.

D. The Bidder may be determined non-responsive for failure to submit the Management Plan

for Execution of Job Order Contracting and/or declared non-responsible for failure to adequately address the issues below to the satisfaction of the City.

E. The Management Plan shall include as a minimum the following information and organized specifically as shown below:

1. Construction and Operations Management Plan:

   A narrative description of how you propose to execute the project, including but not limited to:

   1.1 Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.

   1.2 Your approach to subcontracting vs. performing the work with your own forces. Identify the types of work you intend to perform with your own forces and provide: 1) a list of employees and equipment demonstrating your capability to perform the proposed work; and, 2) evidence on past projects of your ability to self-perform the work you intend to perform with in-house forces.

   1.3 The JOC Contractor is required to participate in the development and documentation of the scope of work for each Work Order. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.

   1.4 The JOC Contractor prepares a price proposal from the CTC®. There are penalties assessed for late and inaccurate price proposals. Explain in detail your planned procedure and staffing plan for developing price proposals within the time frame allowed in the Contract Documents and how you plan to insure the accuracy of price proposals to avoid the assessment of penalties.

   1.5 Provide a safety plan and your approach to accident prevention. Provide the name qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site.

   1.6 Provide your approach to the expeditious close out of projects, correction of unacceptable work, and punch list procedures.

   1.7 Architectural and Engineering services maybe required in support of individual work orders. Please identify how you intend to perform or have performed the architectural and engineering tasks as required by individual work orders. If you plan to establish relations with architectural and engineering firms, so identify.

2. Management Team:

   2.1 Provide an organizational chart.

   2.2 Describe the responsibilities and duties of each position by indicating who will manage the overall contract, perform joint scopes, prepare proposals, negotiate with subcontractors, supervise construction, and perform administration tasks.

   2.3 Provide resumes of the Key Personnel listed in Book 2, JOC General Conditions and what experience and qualities will enhance the management and/or operations of this project Resumes shall be prepared as follows. 1) Experience: in descending chronological order list for each experience· the position held, the dates in that position, the company, the major duties

performed, and major projects for which the nominated person had direct responsibility in that position. 2) Education: list all schools of higher education attended and degree(s) achieved and other certificates of education earned.

2.4 Comment on how you intend to meet the minimum level of staffing and your plan for adjusting staffing levels to changing work volumes.

3 Experience and Reference Information

3 1 Provide a listing of all comparable contracts (i.e. JOC Contracts, indefinite quantity type Contracts, management of multiple projects and multiple sites, with multiple subcontractors simultaneously) currently under construction and completed in the last five years:

Project Name and Location·

Type of Contract:

Contract Amount:

Date Completed:

Owner Reference and Telephone No.:

A/E Reference and Telephone No.:

Description of why this project is relevant to this Contract.

3.2 Provided that the City accepts the Contractor's Management Plan, it shall be incorporated in this Contract and any deviation from the Management

Plan without the express written approval of the Commissioner may be deemed an event of default under this Contract.

10. Contract Award

A. Award will be made to the lowest responsive, responsible bidder. The lowest bid will be determined by the Award Criteria Figure, Section Three, herein and taking into account the 2% preference given to local business residing in the City of Chicago **Furthermore the Award Criteria Figure will be adjusted using the 8% Child Support Penalty to compute the Total Evaluated Bid Amount. If the Chicago Business Preference and Child Support Penalty are both applicable, then the Award Criteria Figure will be adjusted using both the 2% Chicago Business Preference and the 8% Child Support Penalty to compute the Total Evaluated Bid Amount.**

B It is the current intention of the City to award multiple Job Order Contract(s) under this solicitation. However, the City reserves the right to make additional awards under this solicitation for a period of 180 days after bid opening; if an unexpected increase in volume of work occurs which will exceed the capacity of the Contractor(s) to whom the Contract was awarded; or, if the Contractor(s) to whom the Contract was awarded fails to perform the contract.

C. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder.

D Unbalanced Bid: Bids that the Chief Procurement Officer considers in his sole opinion to be materially unbalanced or not responsible will be rejected.

E. Bidders must submit three adjustment factors. Each factor must take into consideration all the direct costs and indirect costs of doing business with the City.

1 The first adjustment factor is to be applied against the prices in the CTC® for work to

be accomplished during normal working hours

2. The second adjustment factor is to be applied against the prices in the CTC® for work to be accomplished during other than normal working hours. This factor must take into account all the additional costs of working on overtime, shift work and double time basis.

3. The third adjustment factor is to be applied to work tasks that are considered non pre-priced Bidders must be cautioned that the Non Pre-priced Adjustment Factor must be reasonable and take into account all the costs the Bidder would experience above and beyond the direct cost of the work performance, such as, but not limited to overheads and profits.

11. Self-Performance

The Contractor shall perform with its own organization and forces not less than 20% of the total amount of labor hours performed at the Project site. Note: The CPO has determined that the percentage of self-performance is a critical performance criteria. As such, failure to achieve or exceed the self-performance requirements will constitute a reason to terminate the Contract. The Contractor shall provide a report monthly to the Department showing the amount of self-performance achieved by project and total accumulative amount on a form provided by the City. Confirmation of the amount of self-performance will be made by examination of the Contractors Certified Payrolls. The percentage calculation does not include field superintendents or office management personnel.

12. Assignment of Work

A. It is the intention of the City to make multiple awards. The assignment of work will be made according to the following.

B. Each Contractor awarded a Contract will be assigned the minimum value of the Contract.

C. Subsequent work will be distributed in an equitable manner to the Contractors with the two lowest bids until one of the following events occur:

   1. The amount of work exceeds the capacity of the Contractor to perform the work.

   2. The Contractor fails to perform.

D. The Chief Procurement Officer, in his or her sole opinion, will determine whether or not the amount of work exceeds the Contractor's capacity to perform the work and whether or not the Contractor is performing.

E. Performance will be based on the following criteria:

   1. Achievement of the M/WBE participation goals

   2. Achievement of the EEO commitments

   3. Achievement of the Self Performance goals

   4. Timely Submission of Price Proposals and Work Order Proposals

   5. Quality and Accuracy of the Price Proposals

   6 Timely Mobilization and Close Out During Construction

   7. Quality of Construction

   8 Favorable Contractor Evaluations

F. If one of the events described in Article 12 C occur, the City may elect to stop assigning work to the Contractor in question and begin assigning work to the Contractor with the next lowest bid

G The Chief Procurement Officer, in his or her sole opinion, has the option of assigning individual projects to any of the Contractors if it is determined to be in the best interest of the City

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SECTION TWO - REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS

Contract for Work

Proposals are received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein

1. Examination by Bidder

The bidder shall, before submitting its bid, carefully examine the proposal, plans, specifications, contract documents and bonds. The bidder shall familiarize itself with all of the local conditions affecting the contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

2. Bid Deposit

Bid deposit shall be required for all competitive sealed bidding for contracts when required in the legal advertisement. Bid deposit shall be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cashiers check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and shall be made payable to the order of the City of Chicago. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.

Bid deposits shall be in the amount shown in the advertisement. When the legal advertisement requires a deposit, noncompliance requires rejection of the bid. Compliance with the provisions herewith shall be determined in all cases by the Chief Procurement Officer and that determination shall be final.

After bids are opened, deposits shall be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.

3. Preparation of Proposal

The bidder shall prepare its proposal on the attached proposal forms Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer shall be submitted.

If bidder is a sole proprietorship, the sole proprietorship must execute the bid. A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805ILCS 405 (1992).

4. Submission of Proposals

All prospective bidders shall submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose by the DEPARTMENT OF PROCUREMENT SERVICES, Room 301, City Hall. If proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: bidders name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the DEPARTMENT OF PROCUREMENT SERVICES, the bidders shall be responsible for their delivery to the Chief Procurement Officer before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted. Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed shall be rejected.

5. Withdrawal of Proposals

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his proposal for a period of 180 calendar days after said advertised closing time for the receipt of proposals nor shall the successful bidder withdraw or cancel or modify his proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

In the event that this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

6. Competency of Bidder

The Chief Procurement Officer reserves the right to refuse to award a Contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

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

7. Consideration of Proposals

The Chief Procurement Officer represents and acts for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action. The proposal is contained in these contract documents and MUST NOT BE DETACHED HERE FROM by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

8. Intentionally Deleted

9. Acceptance of Proposals

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals, within 60 calendar days, or within 90 calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City

10. Performance Bond

When required by the Chief Procurement Officer the successful bidder or bidders shall, within seven (7) calendar days of receipt of notice from the City, furnish a performance bond in the **amount shown in the advertisement** on Form P.W.O 62, a specimen of which is bound herein.

Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory bond.

11. Failure to Furnish Bond

In the event that the bidder fails to furnish the performance bond in said period of seven (7) calendar days, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty.

12. Intentionally Deleted

13. Interpretation of Contract Documents

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof may be submitted to the Chief Procurement Officer **no later than Wednesday, August 22, 2007.** Inquiries should also be copied to Christian Mellon at c.mellon@gordian-group.com. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be mailed, faxed, electronically mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding

14. Catalogs

Each bidder must submit, where necessary, or when requested by the Chief Procurement Officer, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

15. Manufacturer and Trade Names

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory

16. Return of Bid Deposit

The bid deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening. The Chief Procurement Officer reserves the right to hold all bid deposits, if the

intent is to award multiple contracts for a requirement and/or if the two lowest responsible bidders can not be readily determined based on price until all proposals have been evaluated.

The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Chief Procurement Officer has awarded the contract. The bid deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory performance bond has been approved, where such bond is required.

17. Taxes

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-01. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Illinois statutes. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal Laws and Regulations.

18. Order of Precedence of Component Contract Parts

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

a. Book 2 - Terms and Conditions
b. Addenda if any
c. Plans or City Drawings;
d. Standard Specifications of the City, State or Federal Government, if any
d. Book 3, Section 1 - Construction Task Catalog®
e. Book 3, Section 2 - Construction Task Catalog®
f. The Work Order
g. Book 4a - CDOT Supplemental Specifications
h. Book 4c - CDOT Standard Drawings
I Book 4b – JOC Technical Specifications
g. Advertisement for proposals (copy of advertisement to be attached to back of cover)
h. Book 1 - Instructions and Execution Documents
i. Performance Bond, if required

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

19. Contractor's Financial Statement

Each bidder bidding on construction projects shall have on file in the office of the Chief Procurement Officer prior to bid opening a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractor's last fiscal year period. This shall be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. Forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current financial statement on file in the DEPARTMENT OF PROCUREMENT SERVICES at time of bid opening may be cause for the rejection of Contractor's Proposal.

20. Notices

All communications and notices to the City herein provided for shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using

department by name and address listed on the cover hereof, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602. All communications and notices to the bidder, unless otherwise provided for, shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

21. Acknowledgment of Receipt of Addenda

The bidder must acknowledge the receipt of all formally issued addenda in the space provided on the signature pages of the Proposal.

22. Economic Disclosure Statement and Affidavit (EDS)

The Contractor or each joint venture partner shall be required to submit with their bid, proposal or response, a fully executed Economic Disclosure Statement and Affidavit, which includes a Disclosure for Retained Parties, on the form attached herein, signed by an authorized officer of the company before a notary which includes a certification that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors have not been engaged in or been convicted of bid-rigging or bid-rotating activities as defined in the Economic Disclosure Statement and Affidavit. The certification is required in accordance with the Illinois Criminal Code.

23. Minority Business Enterprise Commitment and Women Business Enterprise Commitment

The attention of bidders is directed to the Special Condition Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment and the Proposal Schedules that precede the Proposal form. If awarded the Contract, the bidder agrees to expend at least the percentage of the contract price indicated on bidder's Proposal Schedules for participation by bona fide Minority Business Enterprises and Women Business Enterprises. **Appropriate Schedules must be completed and executed by the bidder in submitting a proposal. Note that Schedules C, D, F and H are not to be submitted with the bid.**

24. 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, 121 North LaSalle Street, Room 403, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five (5) days before the bid opening date, a pre-award protest must be filed no later than 10 days after the bid opening date, and a post-award protest must be filed no later than 10 days after the award of the contract.

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

Copies of the Bid Protest Procedures are available at the Bid and Bond Room.

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SECTION THREE - CONTRACT INSURANCE REQUIREMENTS

CONTRACT INSURANCE REQUIREMENTS

Chicago Department of Transportation
Job Order Contract (JOC)
Repair, Reconstruction, Rehabilitation and
Modernization of Flatwork/Sitework and Structures

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

A. INSURANCE TO BE PROVIDED

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. Coverage must include United States Long shore and Habor Workers, Jones Act.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than $2,000,000 with the same terms herein.

3) Owner's and Contractor's Protective Liability

When Contractor undertakes any construction involving bridges, bridge work, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than $2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

4) 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 $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

5) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide or cause to be provided, All Risk Builders Risk 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: right to partial occupancy, material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, landscaping, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, rented or used by the Contractor.

The Contractor is responsible for all loss or damage to the City of Chicago property at full replacement cost as a result of the Contract.

7) Professional Liability

When any architects, engineers, construction managers, project managers, or any 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. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

When any plans, designs, drawings, media, data, 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 record.

9) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractor's 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.

10) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than $1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage 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 coverage. 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. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance 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 coverage 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 coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

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

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

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

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Named Insured _____
Address _____
_____
(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 [ ] Claims made [ ] Occurrence [ ]Premise-Operations [ ] Explosion/Collapse Underground Products/Co [] Blanket Cor [ ] Broad Form [ ]Independent [ ] Personal Inj [ ]Pollution				CSL Per Occurrence $_____ General $_____ $_____
Automobile Liability				CSL Per Occurrence $_____
[ ] Excess Liability [ ] Umbrella Liability				Each Occurrence $_____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability $_____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				$_____
Owner Contractors Protective				$_____
Other				$_____

Specimen

A) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read. "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago "

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in

compliance with all contract requirements

Name and Address of Certificate Holder and Recipient of Notice Certificate Holder/Additional Insured	
	Signature of Authorized Rep_____
City of Chicago	Agency/.:Company:_____
Department of Procurement Services	Address:_____
21 N. LaSalle St., #403	Telephone: _____
Chicago, IL 60602	

For City use only

Name of City Department requesting certificate: (Using Dept.)

Address _____ ZIP Code _____
Attention

SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATE

Cook County Prevailing Wage for August 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400

PLUMBER		BLD		39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000	0.940
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		25.340	26.190	1.5	1.5	2.0	4.180	2.250	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL	1	29.700	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	2	29.850	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	3	30.050	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	4	30.250	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. 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 such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

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 installatin 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 experiors 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 experior which sare 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.

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.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; 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 Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; 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; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; 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; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight 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 - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

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

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds 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) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Craft Foreman; 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, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; 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; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling 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.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; 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); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

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 618/993-7271 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.

SECTION FIVE - PROPOSAL AND SCHEDULE OF PRICES

DEPARTMENT OF TRANSPORTATION
SPECIFICATION NUMBER 58904
RFQ NUMBER 2640

TO THE CITY OF CHICAGO C/O THE CHIEF PROCUREMENT OFFICER

1. The undersigned proposes to serve as a Job Order Contractor for the City of Chicago as required by this Contract, to perform everything required to be performed and to provide and furnish all of the labor, materials, tools, equipment, expendable and otherwise, and to perform and complete in a workmanlike manner and within the specified time the Work required, all in accordance with the Contract Documents and at the City's unit prices adjusted as hereinafter set forth; and

2. Further, the undersigned declares that he has filled out and signed the Contractor's Affidavit and all other forms requiring Bidder's signature, and

3. Further, the undersigned understands that he shall be prepared to provide the satisfactory documentation to the Chief Procurement Officer relating to his performance ability and possession of necessary facilities, pecuniary resources and adequate insurance as called for in the Contract Documents; and

4. Further, the undersigned declares that the Adjustment Factors herein are in compliance with all applicable laws, ordinances, regulations and codes of the Federal, State and City government having jurisdiction.

NOTE: THE BIDDER SHOULD NOT ADD OR DELETE CONDITIONS, WORK ITEMS AND/OR QUALIFYING STATEMENTS TO ITS PROPOSAL. SUCH ADDITIONS AND/OR DELETIONS MAY CAUSE THE BID TO BE DECLARED NOT RESPONSIVE TO THE ADVERTISEMENT FOR BIDS.

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Specification No: 58904

RFQ Number: 2640

BID FORM 1 - SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Work Order issued under this Job Order Contract using the Construction Task Catalog® (CTC®) and Technical Specifications incorporated herein with the following adjustment factors:

1. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the CTC® multiplied by the adjustment factor of:

   .9370

   (Specify to four (4) decimal places)

2. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called' for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the CTC® multiplied by the adjustment factor of:

   1.000

   (Specify to four (4) decimal places)

3. Non Pre-priced Adjustment Factor: Contractor shall multiply this factor times the cost of the non pre-priced task as determined in Article III.B.5, JOC General Conditions Book 2

   1.05

   (Specify to four (4) decimal places

4. Award Criteria Figure:, Contractor shall include, in the space provided below, the Award Criteria Figure calculated below,

   Award Criteria Figure = #9079.68

   Nine Thousand Seventy Nine Dollars & Sixty Eight Cents
   (words)

nc

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BID FORM 2 - BASIS OF CONTRACT AWARD

"AWARD CRITERIA" DETERMINATION

In accordance with Section 2-92-390 of the Municipal Code of Chicago, and in order to promote equity of opportunity for minority and female personnel under this Contract, the City of Chicago has established the following canvassing formula for the purpose of evaluating proposals and awarding the Contract.

Each bidder is invited to propose the minority and female employee utilization goals for the Contract, and percentages of Journeyworker and Apprentice and Laborer hours to be expended in the course of the Contract. Lines 10, 12, 14 in the formula shall not be greater than 50% in each category, for the purpose of canvassing only. The 50% limit shall not deter or restrict the fuller utilization of minority employees for the Contract, but shall serve as a limiting figure for use in the formula. Similarly, Lines 16, 18 and 20 shall not be greater than 10% in each category, for the purpose of canvassing only.

Actual amounts of minority and female work will be measured from the total hours of construction workers employed under the Contract within each of the categories of Journeyworkers, Apprentices, and Laborers by the Contractor and all worksite subcontractors.

CANVASSING FORMULA

Line 1.	Normal Working Hours Adjustment Factor	.9370.00
Line 2.	Multiply Line 1 by .90	.8433
Line 3.	Other Than Normal Working Hours Adjustment Factor	1.0000
Line 4.	Multiply Line 3 by .05	.0500
Line 5.	Non Pre-priced Adjustment Factor	1.0500
Line 6.	Multiply Line 5 by .05	.0525
Line 7.	Add lines 2, 4 and 6	.9458
Line 8.	Maximum Value of Contract, Initial Contract Period	$10,000,000
Line 9.	Multiply Line 7 by Line 8	9458.00
Line 10.	% of the total Journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during the term of the Contract (Maximum Figure .50)	.50%
Line 11.	Multiply Line 9 by Line 10 by 0.04	189.16
Line 12.	% of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during the term of the Contract (Maximum Figure .50)	50%
Line 13.	Multiply Line 9 by Line 12 by 0.03	141.87

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Line 14.	% of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during the term of the Contract (Maximum Figure .50)	50%
Line 15.	Multiply Line 9 by Line 14 by 0.01	47.29
Line 16.	% of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the term of the Contract (Maximum Figure .10)	
Line 17.	Multiply Line 9 by Line 16 by 0.04	
Line 18.	% of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during the term of the Contract (Maximum Figure .10)	
Line 19.	Multiply Line 9 by Line 18 by 0.03	
Line 20.	% of the total Laborer hours that the Contractor proposes to be worked by female Laborers during the term of the Contract (Maximum Figure .10)	
Line 21.	Multiply Line 9 by Line 20 by 0.01	
Line 22.	Summation of lines 11,13,15,17, 19 and 21	378.32
Line 23.	Subtract line 22 from Line 9	9079.68

(Award Criteria Figure)

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure (Line 23) to the space provided on the Schedule of Prices page of this proposal. A Contract may be awarded to the responsive and responsible bidder with the lowest Award Criteria Figure. The City reserves the right to revise all arithmetic calculations for correctness.

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The Contractor is obliged during the term of this Contract to fulfill every numerical commitment made under the Canvassing Formula categories Therefore every limiting condition or circumstance which may effect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the Contractor's obligations as established under the Canvassing Formula is not available due to such circumstances found to exist during execution of the contract. Also, if Journeyworkers will not be employed under this Contract, or Apprentices, or Laborers, then the proposal made in the appropriate Lines (Lines 10 & 16, or Lines 12 & 18, or lines 14 & 20) should be entered as "0%", since when no Journeyworker (or Apprentice or Laborer) hours are reported during the execution of the contract, this will be computed by the City as 0% minority/female hours achieved in that category.

AN APPRENTICESHIP GOAL REQUIRES SUBSTANTIAL HOURS·

If commitments are made in the Apprentice category (Lines 12 & 18), the total Apprentice hours to be employed under the contract should be anticipated to be a substantial number of hours: since it is the intention of the city that where a commitment for a percentage of minority or female Apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least 40 hours of minority or female employment as Apprentices per term of contract. For this reason, where a minority or female Apprentice commitment has been made, if in the final audit of performance of the Contract there has been less than 40 minority or female Apprentice hours counted per term of contract then the number of minority or female Apprentice hours will be counted by the city as "0" for the purpose of measuring the achievement towards the Apprentice Canvassing formula goal.

REPORTING

The Contractor shall submit to the City on a timely basis a completed weekly certified payroll (U.S. Department of Labor form WH-347, or equivalent), with race and gender of employees clearly named or coded each week. The Contractor is also responsible for forwarding a certified weekly payroll showing the race and gender of all employees for every subcontractor employed under this Contract. Supportive information regarding an employee's race, gender, or work classification shall be provided by the Contractor in cases where such clarification is required by the City. Failure to report fully all workforce information will subject the Contractor to liquidated damages in the total amount listed in line 20 above In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of the Canvassing Formula.

Black	Persons having origins in any of the Black racial groups of Africa
Hispanic	Persons of Mexican, Puerto Rican, Cuban, Central American or other Spanish culture or origin, regardless of race
Native American	Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians
Asian Pacific	Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas,
Asian Indian	Persons whose origins are from India, Pakistan, or Bangladesh.

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Included in the Canvassing formula as "Journeyworkers" are the construction site Journeyworkers from the major trades including, without limitation, Truck Drivers, Electrical Groundsmen, and Elevator Construction Helpers. Other "Helpers," Watchmen, Custodial Workers, Clerical Workers and Salaried Superintendents are not creditable in the Canvassing Formula. Hourly wage "Foremen" and "General Foremen" will be counted as Journeyworkers for purposes of the Canvassing formula.

Included in the Canvassing Formula as "Apprentices" are only bona fide Apprentices currently in a training program certified by the U S. Department of Labor - Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not creditable in the Canvassing Formula Individual workers who are both minority and female will have their hours counted toward both a minority goal and any female goal.

OTHER REGULATIONS

The adherence to the Canvassing Formula does not abrogate other responsibilities of the Contractor to comply with Equal Employment Opportunity requirements and local residency requirements under Federal or State law, municipal ordinance, prevailing government regulations, or terms contained elsewhere in this Contract.

LIQUIDATED DAMAGES

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted in the Proposal on Lines 10, 12, 14, 16, 18 and 20 of the Canvassing Formula, covering Journeyworkers, Apprentices, and Laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor. Since the Job Order Contract is a form of indefinite quantity contract, Liquidated Damages will be calculated based on the sum amounts of the Work Orders awarded to the Contractor.

For each 1% deficiency of minority Journeyworkers not utilized toward the goal (Line 10) four cents per hundred dollars of the Awarded Work Order Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount X .04}}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 16) for female Journeyworkers shall be computed in the same way.

For each 1 % deficiency of minority Apprentices not utilized toward the goal (Line 12) three cents per hundred dollars of the Awarded Contract Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount X.03}}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 18) for female Apprentices shall be computed in the same way.

For each 1 % deficiency of minority Laborers not utilized toward the goal (Line 14) one cent per hundred dollars of the Awarded Contract Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount X .01}}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 20) for female Laborers shall be computed in the same way

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PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No.** 58904 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) the CTC®, 9) **Addenda Nos. (none unless indicated here)** 1, 2, 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, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose

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.

NAME OF CORPORATION: MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company
(print or type)

SIGNATURE OF PRESIDENT: _____
(or Authorized Officer)

TITLE OF SIGNATORY: President
(print or type)

BUSINESS ADDRESS: 665 Roppolo Lane, Elk Grove, IL 60007
(print or type)

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

ATTEST: _____
Corporate Secretary Signature

State of Illinois
County of Cook
(Affix Corporate Seal)
This instrument was acknowledged before me on this 12th day of September, 2007
By Vito A. Quaranta as President (or other authorized officer) and
Michael A. Quaranta as Secretary of MQ Sewer & Water Contractors, Inc.
(Corporation Name) d/b/a MQ Construction Company

_____
Notary Public Signature
(REV 6/30/2000)

Commission Expires: 2/26/09 (Seal)

OFFICIAL SEAL
LINDA HUFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/26/09

OFFICIAL SEAL
LINDA HUFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/26/09

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PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No.** _____ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) the CTC®,, 9) **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, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

BUSINESS NAME:_____
(print or type)

BUSINESS ADDRESS:_____
(print or type)

If you are operating under an assumed name, provide County registration number hereinunder 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.	Address:
_____	_____
_____	_____
_____	_____

State of _____
County of_____

Subscribed and sworn to before me by each of the foregoing individuals this_____day of____20_____
(Seal)

_____
Notary Public Signature
Commission Expires_____

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PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.** _____ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) the CTC®,, 9) **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, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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.

SIGNATURE OF PROPRIETOR:_____
(Signature)

DOING BUSINESS AS:_____
(print or type)

BUSINESS ADDRESS:_____
(print or type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
State of_____
County of_____

This instrument was acknowledged before me on this_____day of_____ , 20 ___
by_____(name/s of person/s)

_____
Notary Public Signature

(Seal)

Commission Expires. _____

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PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received specification No 21033B containing a full set of Contact Documents, including but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or drawings (if applicable), 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 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.

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 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.

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 Sipature)
(Affix Joint Venture Seal)

OR

Joint Venture Signature _____
(Signature)

Address: _____
(Print or Type)

Joint Venture Signature _____
(Signature)

Address: _____
(Print or Type)

Joint Venture Signature _____
(Signature)

Address: _____
(Print or Type)

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SECTION SIX – DOCUMENTS TO BE SUBMITTED WITH THE BID

BID FORM A: AFFIDAVIT OF UNCOMPLETED WORK

(Complete this form by either typing or using black ink.)

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1 S6113	2 S5142	3	4	5	Awards Pending 07105	
PROJECT	50/50 Sidewalk	Desplaines Corridor	Alley Improvement			Alley Construction	
CONTRACT WITH	City of Chicago	City of Chicago	Village of Maywood			City of Chicago	
ESTIMATED COMPLETION DATE	11/07	10/07	9/07				
TOTAL CONTRACT PRICE	2,021,886.	3,272,129.	1,970,934.			562,776	TOTAL
UNCOMPLETED DOLLAR VALUE	675,520.	2,420,258	649,887.			562,776	4,308,441.

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

	1	2	3	4	5	Pending	TOTALS
EXCAVATING & GRADING		256,448.	207,964.			60,211.	524,623.
PCC BASE, C&G PAVING		257,594				243,156.	500,750.
BIT CONCRETE PAVING							
STABILIZED BASE BAM, CAM							
AGGREGATE BASE AND FILL		254,444.				32,600.	287,044.
FOUNDATION CAISSON & PILE							
HIGHWAY STRUCTURES							
SEWER & DRAIN STRUCTURES		45,970.	129,977.			211,389.	387,336.
PAINTING							
PAVEMENT MARKING							
SIGNING		39,430.					39,430.
LANDSCAPING							
DEMOLITION							

	S6113	S5142				U7105	
FENCING		91,650.					91,650.

	1	2	3	4	5	Awards Pending	Totals
OTHERS (LIST) Traffic Control		4,700.					4,700.
STRUCT. STEEL (BLDG CONST)							
ORNAMENTAL STEEL (BLDG CONST.)							
MISCELLANEOUS CONCRETE	93,523.	212,115.	311,946			15,420.	633,004.
FIREPROOFING							
MASONRY							
H V A C.							
MECHANICAL							
ELECTRICAL							
PLUMBING							
ROOFING & SHEET METAL							
FLOORING & TILE WORK							
DRYWALL AND PLASTER WORK							
CEILING CONST.							
HOLLOW METAL AND HARDWARE							
GLAZING AND CAULKING							
MISCELLANEOUS ARCH WORK		17,343.					17,343.
OTHERS (LIST)							
Concrete Paver Blocks		176,495.					176,495.
Misc. Structure		130,000.					130,000.
Field office		22,500.					22,500.
TOTALS	93,523	1,508,689.	649,887.			562,776.	2,814,875.

REMARKS: _____

PART III WORK SUBCONTRACTED TO OTHERS

List below the work, according to each contract on the preceding page, which you have a subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1 S6113	2 S5142	3	4	5	Awards Pending	Totals
SUBCONTRACTOR	Felix Company	Midwest Rem					
TYPE O F WORK	Landscaping	Trucking					
SUBCONTRACT PRICE	80,900.	265,210.					
AMOUNT UNCOMPLETED	80,900.	265,210.					
SUBCONTRACTOR	Midwest Rem	City Lights					
TYPE O F WORK	Trucking	Electrical					
SUBCONTRACT PRICE	165,788.	432,836.					
AMOUNT UNCOMPLETED	165,788.	194,482.					
SUBCONTRACTOR	Areating Construction	Sandac. Landscaping					
TYPE O F WORK	Concrete work	Landscaping					
SUBCONTRACT PRICE	209,227.	87,293.					
AMOUNT UNCOMPLETED	100,952.	87,293.					
SUBCONTRACTOR	J.E.M. Traffic	Central Lawn					
TYPE O F WORK	Traffic Control	Irrigation System					
SUBCONTRACT PRICE	50,287.	201,609.					
AMOUNT UNCOMPLETED	50,287.	201,609.					

-Continued- -Continued-

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me
this 12th day of September 2007

My commission expires 2/26/09

Signed, _____
Company: MQ Sewer & Water Contractors, Inc d/b/a MQ Construction Company
Address: 665 Roppolo Lane
Elk Grove, IL 60007

OFFICIAL SEAL
LINDA HUFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/26/09

City Funded

PART III WORK SUBCONTRACTED TO OTHERS

List below the work, according to each contract on the preceding page, which you have a subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending If no work is subcontracted to others, show NONE.

	1 S6113	2 S5142	3	4	5	Awards Pending	Totals
SUBCONTRACTOR	Bigane Paving	Bigane Paving					
TYPE O F WORK	Asphalt	Asphalt					
SUBCONTRACT PRICE	184,070.	160,975					
AMOUNT UNCOMPLETED	184,070.	160,975.					
SUBCONTRACTOR							
TYPE O F WORK							
SUBCONTRACT PRICE							
AMOUNT UNCOMPLETED							
SUBCONTRACTOR							
TYPE O F WORK							
SUBCONTRACT PRICE							
AMOUNT UNCOMPLETED							
SUBCONTRACTOR							
TYPE O F WORK							
SUBCONTRACT PRICE							
AMOUNT UNCOMPLETED							

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me this 12th day of September 20 07

My commission expires 2/26/09

OFFICIAL SEAL
LINDA HUFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/26/09

Signed: _____

Company: MQ Sewer & Water Contractors, Inc d/b/a MQ Construction Company

Address: 665 Roppolo Lane
Elk Grove, IL 60007

City Funded

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BID FORM B: 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:

Conrete & Asphalt Debris

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Bluff City Materials, Inc.

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

LOCATION ADDRESS: 2252 Southwind Blvd., Bartlett, IL 60103

PHONE (630) 497-8700

CONTACT PERSON: Kristy Bloom

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.

BID FORM B: 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:

Conrete & Asphalt Debris

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Reliable Asphalt Corp.

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

LOCATION ADDRESS: 3741 S. Pulaski Road, Chicago, IL 60623

PHONE (773) 254-1121

CONTACT PERSON: Paul Etter

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.

BID FORM B: 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.

Conrete & Asphalt Debris

LEGAL NAME OF LANDFILL/DISPOSAL SITE.

Vulcan Materials Company

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

LOCATION ADDRESS. 1520-1700 Midway Court, Elk Grove Village, IL 60007

PHONE (630) 261-8668

CONTACT PERSON: Art Hernandez

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.

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BID FORM C: CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

1 1. SECTION 1 -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS Include d/b/a if applicable:

MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. [X] the Applicant

OR

2.[ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest.

OR

3 [ ] a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control:

B. Business address of Disclosing Party: 665 Roppolo Lane, Elk Grove, IL 60007

C. Telephone: 847.806.0600 Fax: 847.806.0611 Email: _____

D. Name of contact person: Michael A. Quaranta

E. Federal Employer Identification No. (if you have one): 36-2882100

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable).

Job Order Contract, Specification Number: 58904

G. Which City agency or department is requesting this EDS? Procurement

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 58904 and Contract # _____

1.2. SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1 Indicate the nature of the Disclosing Party:

- [ ] Person
- [ ] Publicly registered business corporation
- [X] Privately held business corporation
- [ ] Sole proprietorship
- [ ] General partnership*
- [ ] Limited partnership*
- [ ] Trust
- [ ] Limited liability company*
- [ ] Limited liability partnership*
- [ ] Joint venture*
- [ ] Not-for-profit corporation

(Is the not-for-profit corporation also a 501 (c)(3))?

- [ ] Yes [ ] No
- [ ] Other (please specify)

_____

***Note B.1.b below.**

2 For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?
[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
Vito A. Quaranta	President/Treasurer
Michael A. Quaranta	Vice President/Secretary
Michael A. Quaranta	Officer/Director

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
N/A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Michael A. Quaranta	665 Roppolo Lane Elk Grove, IL 60007	100%

1.3. SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s)

1.4. SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist' also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

[ ] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities

1.5. SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person owns 10% or more of the Disclosing Party

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B 1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation. interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date

this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter

a bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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. made an admission of such conduct described in a. or b above that is a matter of record, but have not been prosecuted for such conduct, or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General)

6 If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below·

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

_____

_____

_____

_____

C CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1 CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges.

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3 If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

__X__ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

_____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 (a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

1.6. SECTION VI - CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A 2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMS) web site at http://www.whitehouse.gov/omb/grants/sflllin.pdf, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A 1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

[X] Yes [ ] No

2 Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

[X] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

[X] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

1.7. SECTION VII– ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics.andmayalsobeobtainedfromtheCity.sBoardofEthics.740N.SedgwickSt .Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS

F The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company Date: September 12, 2007

(Print or type name of Disclosing Party)

By: _____

(sign here)

Vito A. Quaranta

(Print or type name of person signing)

President

(Print or type title of person signing)

Signed and sworn to before me on (date) September 12, 2007 by Vito A. Quaranta, at

Cook County, Illinois (state).

_____ Notary Public.

Commission expires: 2/26/09

OFFICIAL SEAL
LINDA HUFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/26/09

BID FORM D: BID BOND

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BID BOND

For use when bidding on City of Chicago projects. See instructions following.

PRINCIPAL (Legal name and business address)

State of incorporation or organization:

SURETY (Legal name and business address)

State of incorporation:

BID IDENTIFICATION

BID OPENING DATE:

SPECIFICATION NUMBER:

SPECIFICATION TITLE (AND PROJECT NUMBER IF AVAILABLE):

PENAL SUM OF BOND

_____ %, _____ PERCENT OF BASE BID

Surety Bond No.:

Obligation:

We, the Principal and Surety, are firmly bound to the City of Chicago (hereinafter called the City) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the City accepts the bid identified above and the Principal enters into a Contract with the City in accordance with the terms of such bid, executes such further contractual documents that may be required by the terms of the bid or contract documents, and gives such bond(s) as may be specified in the bidding or contract documents with surety acceptable to the City.

The Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City. Notice to the surety of extension(s) is waived.

Form Must be Printed Double Sided

In the event the City brings suit upon this bond, Surety will pay reasonable attorney's fees and costs incurred by the City in such suit

Witness:

The Principal and Surety executed this bid bond and affixed their seals on the below dates. The person signing below on behalf of the Principal warrants that he or she is authorized to execute this document on behalf of the Principal

PRINCIPAL		
PRINCIPAL NAME		*Corporate Seal*
PRINCIPAL SIGNATURE		
SIGNER'S NAME & TITLE		
DATE		

SURETY		
SURETY NAME		*Corporate Seal*
ATTORNEY-IN-FACT SIGNATURE		
ATTORNEY-IN-FACT NAME		
DATE		

NOTARY

STATE OF _____ , COUNTY OF _____

I, _____, a Notary Public in the County and State aforesaid, do hereby certify that _____ of the _____ who is personally known to be the same person whose name he/she subscribed in the foregoing instrument as such Attorney-in-Fact, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument of writing as his/her free and voluntary act, and as the free and voluntary act of the said _____ for the uses and purposes therein set forth, and caused the corporate seal of said company to be thereto attached

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ , 20 ____

_____

NOTARY PUBLIC

Notary Seal

Form Must be Printed Double Sided

INSTRUCTIONS FOR CITY OF CHICAGO BID BOND FORM

Bidders/Proposers: Give these instructions to your surety.

1. The Bond must be on the City's form. No substitutions will be acceptable.
2. Copies of the form are acceptable. However, copies of the Bond must be double sided, with page 1 on one side of the paper, and page 2 on the opposite side of the paper.
3. The amount of the Bond must be that stated in the Legal Advertisement. Unless otherwise specified, the amount of the bond should be expressed as a percentage of the bid amount.
4. All blank spaces to be filled in must be completed using a typewriter or legible hand printing unless otherwise indicated. Determinations of legibility will be in the sole discretion of the Chief Procurement Officer. Photocopied insertions will not be accepted, nor will any Bond form on which there is any evidence of correction fluid ("white-out").
5. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. If the Bidder/ Proposer is bidding under an assumed name ("d/b/a") the assumed name must be separately stated in the same space as the full legal name for identification purposes.
6. The address of the Principal must be complete. If a different mailing address should be used, it should be included as well, as bonds to be returned will be mailed to address shown on the bond.
7. The Bond must include the Surety's name, the state in which the Surety was incorporated, and the Surety's address.
8. The specification number must appear on the Bond.
9. The Surety executing the bond must appear on the Department of the Treasury's list of approved sureties (available at http://www.fms.treas.gov/c570/c570.html) and must act within the limitations listed therein.
10. The names and titles of the people signing the bond must be given in the spaces provided.
11. Corporations executing the bond shall affix their corporate seals if required. If a seal is not required, please indicate "seal not required" in the space where the seal would otherwise be affixed.
12. A person authorized to bind the Bidder/Proposer as the Principal must sign the bond.
13. The Bond must be signed by an attorney-in-fact of the surety company. An original Power of Attorney that identifies the surety company's signatory as an attorney-in-fact must be attached.
14. The date on which the Surety's Power of Attorney was certified should be the same or later than the date on which the bond was signed by the Surety.
15. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

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BID FORM E: CONTRACTOR'S MANAGEMENT PLAN

See Article 9 Section 1

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SECTION SEVEN – EXHIBITS

EXHIBIT A: ANTICIPATED WORKFORCE PROJECTION FORM

AFFIRMATIVE ACTION EMPLOYMENT PROGRAM AND LOCAL EMPLOYMENT PROGRAM

DATE OF SUBMITTAL: September 12, 2007

KEY	TRADE OR WORK CLASS	ETHNIC CLASS
	J - JOURNEYMAN	B – BLACK
	L -LABORER	H - HISPANIC
	A - APPRENTICE	A – ASIAN
	EMPL - EMPLOYED	NA - NATIVE AMERICAN
	RES – RESIDENT	0 – OTHER

DATE: September 12, 2007
NAME OF FIRM: D&G Construction Co
SIGNATURE:
SPECIFICATION NUMBER: 58904
NAME OF PROJECT: Job Order Contrac

TRADE OR WORK CLASS	EST DATES OF EMPL FROM-TO	WAGE RATE	NO OF EMPL	ETHNIC CLASS	MALE		FEMALE		CHICAGO RESIDENTS		PROJECTED NEW HIRES	
					TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL
J-CM	3/1-11/30	38.20	5	H	1	100%	0	0		60%	0	0
L	" "	31.55	9	H						80%		
L	" "	31.55	1	B						100%		
L	" "	31.55	4	O						25%		
J-OE	" "	39.75	1	B						100%		
J-OE	" "	39.75	1	H						0%		

Indicate above the number of employees, permanent, temporary or otherwise for each of the categories anticipated to be hired during the term of this contract and the date(s) for which the employee(s) are expected to be hired

The developer or contractor shall submit this form with copies of W4's within five (5) working days after award of contract to the Attention of: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 North LaSalle Street, Chicago, IL 60602.

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EXHIBIT B: PAY PERIOD CANVASS REPORT

Contractor:		**Specification #.**	
Title:		**Award Amount:**	

Week Number	Week Ending	Journeyworker			Apprentice			Laborer			Chicago Residents
		Total	Minority	Female	Total	Minority	Female	Total	Minority	Female	
TOTALS											

Note: The Contract's General Conditions require that this "Pay Period Canvass Report" be submitted by the Contractor for its own firm and all of its subcontractor(s) with each pay request The report must be completed on a weekly basis for each pay period.

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EXHIBIT C: PAYROLL CANVASS SURVEY REPORT

Contractor	
Project Title	
Specification #	
Award Amount	

Total Potential Damages		
	Residency	

Contractor	Journeyworker			Apprentice			Laborer			Chicago Residents
	Total	Minority	Female	Total	Minority	Female	Total	Minority	Female	
TOTALS										

	Journeyworker			Apprentice			Laborer		Chicago Residents
	Minority	Female		Minority	Female		Minority	Female	
GOALS									
ACHIEVED									
DEFICIENCY									
DAMAGES									

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EXHIBIT D: PROPOSAL ACCEPTANCE

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.

Total Amount of Contract: $ 10,000,000 00 DUR/TERM ACCEPTED

Fund Chargeable: 007.0400.0842015.0140.220000.0000.00000000.000000.00000.0000

Richard M. Daley
Mayor

Eileen J. O'Connor 2007
City Comptroller

P.E.
Chief Procurement Officer

Contract Awarded and Released
this 7 day of, Dec 2007
DAS

Approved as to form and legality:

Law review not required
Assistant Corporation Counsel

(REV 6/30/2000)

EXHIBIT D: PROPOSAL ACCEPTANCE

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.

Total Amount of Contract: $ 10,000,000 00 DUR/TERM

Fund Chargeable: 007.0400.0842015.0140.220000.0000.00000000.000000.00000.0000.

_____
Mayor

_____
City Comptroller

_____
Chief Procurement Officer

Contract Awarded and Released
this _____day of, _____20____

Approved as to form and legality:

Law review not required
Assistant Corporation Counsel

(REV 6/30/2000)

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EXHIBIT E: CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men By these Presents, That we,

Principal, hereinafter referred to as Contractor, and

,Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A. D., 20____
The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing contract No. And Specification No all in conformity with said contract, for,

SPECIMEN

The said contract is incorporated herein reference in its entirety, including without limitation, any and all indemnification provisions.

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

obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, cost or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, render against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago, for his use and benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, Laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later that six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

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

Approved_____20 ____ _____(Seal)

_____ _____(Seal)
Chief Procurement Officer

_____(Seal)

_____(Seal)

Approved as to form and legality: _____(Seal)

_____ _____(Seal)
Assistant Corporation Counsel

(REV 6/30/2000)

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EXHIBIT F: LICENSING OF GENERAL CONTRACTORS

Important: The failure to comply with the provisions of Chapter 4-36 of the Municipal Code ("Chapter 4-36") may result in ineligibility to bid, inability to, perform (or continue) to work, in substantial fines, and/or in the City's revoking the Bidder's "general contractor" licensee Information about Chapter 4-36 and application forms are available on the City's website, www cityofchicago.org. A copy of the entire ordinance is attached below.

In connection with this law, Bidder's attention is drawn especially to the following **Effect of**

Chapter 4-36 on Bidding and Award and Performance:

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

2 The Bidder who is ultimately awarded the contract must be in compliance with the requirements of Chapter 4-36 not later than March 29, 2004 in the appropriate license class commensurate with the size of this project, if the license is required for the scope of work, and must remain in compliance through the duration of the contract If the period during which Bidder is required to hold its bid open extends beyond March 29, 2004, the City reserves the right to reject the bid AND TO RETAIN THE BID DEPOSIT of lowest responsive and responsible Bidder(s) who fail(s) to comply with Chapter 4-36 requirements and to award the contract to the next lowest responsive and responsible Bidder who is in compliance.

3. The Bidder must be in compliance with the requirements of Chapter 4-36, in the appropriate license class commensurate with the size of this project, if the license is required for the scope of work, **at the time Bidder submits its bid** and, if it is awarded a contract, throughout the term of the contract.

4. The Contractor's failure to be licensed as a "general contractor" at all times throughout the term of the contract, if the license is required for the scope of work, or Contractor's loss of its general contractor license, if the license is required for the scope of work, are **events of default** under the contract and either or both triggers the City's right to exercise any and all rights and remedies permitted under the contract, at law, or in equity.

5 **All contract modifications for work to be done after March 29, 2004,** regardless of when the contract was bid or awarded, are subject to the requirements of Chapter 4-36.

(ADDED COUN. J. 12-1-03, P 9163§ 2.1)

Chapter 4-36 LICENSING OF GENERAL CONTRACTORS

4-36-010 Definitions.

4-36-020 License--Required.

4-36-030 License classifications.

4-36-040 License--Posting--Notice of changes.

4-36-050 License--Application

4-36-060 License issuance and renewal prohibited when

4-36-070 License--Fee--Termination.

4-36-080 License number to be printed where.

4-36-090 Proof of insurance--Required.

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4-36-110 Unlawful acts.

4-36-120 Duties.

4-36-130 Permit privileges--Suspension for failure to correct defects in work.

4-36-140 License--Immediate suspension based upon a pattern of substantial code violations

4-36-150 License--Revocation.

4-36-160 License revocation--Four-year wait for new license

4-36-170 Regulations

4-36-180 Enforcement.

4-36-190 Violation--Penalty.

4-36-010 Definitions.

As used in this chapter.

"City" means City of Chicago.

"Department" means department of buildings.

"Commissioner" means commissioner of buildings.

"General contractor" means any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building as defined in Section 13-4-010 or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air-conditioning or carpentry. The term includes nonresident general contractors who do business within the city and developers of conversion condominiums as defined in the Condominium Property Act, as amended.

"Nonresident general contractor" means any general contractor who is not domiciled in the city and has not maintained a permanent place of business or residence in the city for at least six months.

4-36-020 License--Required.

(A) No person shall own, operate, conduct, manage, engage in, maintain or carry on the business of general contractor without first having obtained a general contractor license. The general contractor license shall be in addition to any other license required by law, including, but not limited to, the home repairs license issued pursuant to Chapter 4-204 and the excavators license issued pursuant to Chapter 4-196, if applicable.

(B) The following persons are not general contractors within the meaning of this section:

(1) Any subcontractor, employee or agent working for or under the supervision of a general contractor licensed or required to be licensed under this chapter and acting within the scope of his contract, employment or agency;

(2) Any person who merely furnishes materials or supplies for use at a construction site without fabricating them into, or consuming them in the performance of, the work of a general contractor;

(3) Any person licensed by the City of Chicago as a mason contractor, plumbing contractor or electrical contractor and acting within the scope of his license,

(4) Any licensed architect or engineer acting within the scope of his license,

(5) Any person who does general contracting work on property that constitutes his primary residence, if the primary residence is a single-family dwelling or a multiple-family dwelling that does not exceed three stories in height and contains six or fewer dwelling units as defined in Section 13-4-010 of this Code. This exception is limited to one such property during a calendar year;

(6) Any person who hires a general contractor licensed under this chapter to do general contracting work on the person's property;

(7) Any property owner, or employee or agent thereof, who does minor nonstructural repairs on the owner's property; and

(8) A governmental entity for work upon premises owned by the governmental entity and performed by employees of the governmental entity.

(Added Coun. J. 10-1-03, p. 9163, § 2.1)

4-36-030 License classifications.

General contractor licenses shall be divided into the classifications which follow. The holders of such licenses shall be entitled to engage in the business of general contractor within the city subject to the following limitations:

Class A license: The holder of a Class A license is subject to no limitation as to the value of any single contract project.

Class B license: The holder of a Class B license is not entitled to engage in the construction of any single contract project of a value in excess of $1,000,000 00.

Class C license. The holder of a Class C license is not entitled to engage in the construction of any single contract project of a value in excess of $500,000 00.

Class D license: The holder of a Class D license is not entitled to engage in the construction of any single contract project of a value in excess of $200,000.00.

Class E license The holder of a Class E license is not entitled to engage in the construction of any single contract project of a value in excess of $50,000.00.

(Added Coun. J. 10-1-03, p. 9163, § 2.1)

4-36-040 License--Posting--Notice of changes.

Each license issued pursuant to this chapter shall be posted in a conspicuous place near the entrance of the licensee's chief place of business A photocopy of the license shall be posted in a conspicuous place at each construction site maintained by the licensee. The licensee shall notify the commissioner in writing within 14 days after any change in the facts stated in the license application.

(Added Coun J 10-1-03, p 9163, § 2.1)

4-36-050 License--Application.

An application for a license under this chapter shall be made in writing to the commissioner on a form provided by the department of buildings, and shall be accompanied by the following.

(A) If the applicant is an individual·

(1) The applicant's full name, residence address, business address and business telephone number,

(2) Proof that the applicant is at least 18 years of age;

(B) If the applicant is a corporation·

(1) The corporate name, address and telephone number of the applicant's principal office or place of business;

(2) The date and state of incorporation;

(3) The name, residence address and residence telephone number of all corporate officers and registered agents;

(4) Proof that all corporate officers are at least 18 years of age;

(5) Proof that the corporation is in good standing under the laws of the State of Illinois;

(C) If the applicant is a partnership:

(1) The name, address and telephone number of the applicant's principal office or place of business;

(2) The name, residence address and residence telephone number of all partners;

(3) Proof that all partners are at least 18 years of age;

D) The class of license for which application is being made;

(E) The license fee;

(F) A description of the work and services the applicant will provide;

(G) A statement verified by affidavit as to whether the applicant or any person owning 25 percent or more of the interest in the applicant is financially solvent,

(H) The name and address of the principal location from which the applicant has engaged in the business of general contracting at any time within the last five years;

(I) If the applicant is not a sole proprietor, proof that the applicant is authorized to do business in the State of Illinois;

(J) Proof of insurance as required by Section 4-36-090,

(K) A license bond as required by Section 4-36-100;

(L) Any other information that the commissioner may require.

It is a condition of the license that information in the application be kept current. Any change in required information shall be reported to the department of buildings within 14 days after the change.

(Added Coun. J 10-1-03, p 9163, § 2.1)

4-36-060 License issuance and renewal prohibited when.

No general contractor license shall be issued to the following persons:

(A) Any applicant whose license under this chapter has been revoked for cause at any time within the last four years;

(B) Any applicant whose permit privileges have been suspended pursuant to Section 4-36-130 until such time that the suspension is lifted by the department of buildings.

(C) Any applicant who is under the age of 18.

For any applicant other than a natural person, the above prohibitions and requirements shall apply to every principal officer and to any person owning, directly or indirectly, 25 percent or more of the interest in the applicant.

(Added Coun. J. 10-1-03, p 9163, § 2 1)

4-36-070 License--Fee--Termination.

The license fee set forth in Section 4-5-010 of this Code shall be payable annually. The general contractor license shall expire on the date indicated in Section 4-4-021 of this Code.

(Added Coun. J. 10-1-03, p 9163, § 2.1)

4-36-080 License number to be printed where.

The licensee shall print his general contractor license number legibly on the front page of every estimate, contract and subcontract, and in any advertisement placed by or on behalf of a general contractor. The general contractor license number, and the class of general contractor license obtained, shall appear on every application for a building permit. The licensee shall affix his name and general contractor license number on all vehicles used in the course of his business

(Added Coun J. 10-1-03, p. 9163, § 2.1)

4-36-090 Proof of insurance--Required.

Prior to the issuance of a general contractor license, each applicant shall furnish a certificate of insurance, issued by an insurer authorized to insure in Illinois, evidencing commercial general liability insurance, as follows:

(A) If the applicant is applying for a Class A license: limits of not less than $5,000,000.00 per occurrence for bodily injury and property damage arising in any way from the issuance of the license;

(B) If the applicant is applying for a Class B license: limits of not less than $3,000,000 00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license;

(C) If the applicant is applying for a Class C license limits of not less than $2,500,000 00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license;

(D) If the applicant is applying for a Class D license: limits of not less than $2,000,000 00 per

occurrence for bodily injury or property damage arising in any way from the issuance of the license;

(E) If the applicant is applying for a Class B license: limits of not less than $1,000,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license

Each policy of insurance required under this section shall include a provision requiring 30 days advance notice to the commissioner prior to cancellation or lapse of the policy. The licensee shall maintain the insurance required under this section in full force and effect for the duration of the license period A single violation of this section shall result in suspension or revocation of the general contractor license in accordance with Section 4-4-280 of this Code.

(Added Coun. J. 10-1-03, p. 9163, § 2.1)

4-36-100 License bond--Required.

Each applicant for a general contractor license shall file with the department of buildings a license bond, with good and sufficient sureties, payable to the City of Chicago, which may be attached by the commissioner to collect any fees or penalties due to the city for violations of this chapter or the Chicago Building Code. The amount of the license bond shall be as follows:

(A If the applicant is applying for a Class A license $200,000.00, (B) If the applicant is applying for a Class B license: $100,000.00, (C) If the applicant is applying for a Class C license: $50,000 00;

(D) If the applicant is applying for a Class D license: $20,000.00;

(E) If the applicant is applying for a Class E license: $5,000.00.

The city's right to recover under the bond shall be in addition to any other rights retained by the city under this Code and other applicable laws.

Every bond required by this section shall require 30 days advance notice to the commissioner prior to cancellation. The licensee shall maintain any bond required by this section in full force and effect for the duration of the license period. A single violation of this section shall result in suspension or revocation of the general contractor license in accordance with Section 4-4-140 of this Code.

(Added Coun. J. 10-1-03, p. 9163, § 2 1)

4-36-110 Unlawful acts.

It shall be unlawful for any licensee or for any person requiring a license under this chapter to do any of the following:

(A) Knowingly to allow any person to use the licensee's name or license identification on a building permit application unless the licensee will be performing the work attributed to the licensee in the permit application Any person who violates this subsection shall be punished by a fine of $1,000.00 for the first offense; $1,500.00 and a 90-day license suspension for the second offense, and $2,000.00 and license revocation for the third offense,

(B) To do work without or in violation of any permit required by this Code, or in violation of Section 13-12-050 of this Code;

(C) To violate any stop work order issued pursuant to this Code,

(D) To hire any subcontractor who lacks a valid license to perform the work for which the subcontractor is hired;

(E) To submit any bid on general contracting work without a valid license issued under this chapter;

(F) To fail to allow the department of buildings or the mayor's license commission to examine pursuant to Section 4-36-120(B) the financial books and records of the business within three business days of the time a written request for such an examination is made by the commissioner of buildings or the mayor's license commission;

(G) To fail to comply with the Workers' Compensation Act, as amended.

(Added Coun. J. 10-1-03, p. 9163, § 2.1)

4-36-120 Duties.

A licensee or any person requiring a license under this chapter shall have the following duties.

(A) To maintain a list that includes information about all permits obtained and all contractors or subcontractors performing work on any project permitted or requiring a permit, under this Code, including the contractor's or subcontractor's name and address, and if applicable, their license number. If requested by the commissioner, the general contractor shall produce this list within 72 hours of the commissioner's request.

(B) To maintain sufficient and proper personnel, financial ability and facility to coordinate, develop, provide management expertise and complete in its entirety any proposed work for which a permit has been issued or is required to be issued under this Code. If the commissioner of buildings or the mayor's license commission receives a complaint, or otherwise has reasonable cause to believe, that a licensee or any person requiring a license under this chapter is not financially solvent, the commissioner and the mayor's license commission are authorized to examine that licensee's or person's financial books and records in order to determine whether the person's past and current financial solvency and expectations for financial solvency in the future give rise to a reasonable expectation that the person can successfully do business as a general contractor without jeopardizing the public health, safety or welfare, and can carry through to completion any project permitted or requiring a permit under this Code. Financial solvency is a continuing requirement for maintaining a license under this chapter. Any financial books and records submitted pursuant to this subsection, and all information contained therein, shall be deemed confidential, shall be used for purposes of enforcing this subsection only, and shall not be divulged to any person or agency, except to the United States Attorney, the Illinois Attorney General, the State's Attorney of Cook County or to the extent required by law. Any person who uses or divulges confidential information in violation of the requirements of this subsection shall be subject to incarceration for a term not to exceed six months or a fine not to exceed $500.00 or both.

(C) To assure compliance with the building code by its employees, agents and subcontractors in the performance of a project.

(Added Coun J. 10-1-03, p. 9163, § 2.1)

4-36-130 Permit privileges--Suspension for failure to correct defects in work.

If the commissioner of buildings determines that a licensee or any person requiring a license under this chapter has failed to correct any substantial defect, error or deficiency, or has established a pattern of deviating from the drawings or plans approved by the appropriate department issuing the permit, in any work done under the authority of a permit issued pursuant to this Code, the commissioner shall notify the licensee or person that if the noncompliance is not corrected to the satisfaction of the department within ten business days after written notification thereof, the issuance to the general contractor of any new permit for any work at any location shall be prohibited until the noncompliance is cured. If the general contractor fails to correct the noncompliance within ten business days after written notification thereof, the commissioner shall, without further notice, stop the issuance of any new permit to the general contractor until such time that the noncompliance is corrected and the correction is inspected and approved by the department

For purposes of this section.

"Substantial defect, error or deficiency" means any construction, alteration, installation, repair or razing of any building, structure, premises or part thereof which (i) is being done or has been done without any permit required by this Code; or (ii) creates a danger to the health or safety of workers on the site, to current or eventual users or occupants of the building, structure, premises or part thereof, or to the general public.

"Pattern" means five or more uncorrected deviations from any permit at one or more construction sites within any six-month period.

(Added Coun. J. 10-1-03, p. 9163, § 2.1)

4-36-140 License--Immediate suspension based upon a pattern of substantial code violations.

If the commissioner of buildings determines that a licensee is engaging in or has engaged in a pattern of substantial code violations, the commissioner may order the temporary suspension of any license issued pursuant to this chapter for a period not to exceed ten days. Notice of the temporary suspension and the grounds for that suspension shall be immediately sent or delivered to the licensee. The licensee shall have an opportunity for a hearing before the mayor's license commission prior to the expiration of the ten-day temporary suspension. If the mayor's license commission determines by a preponderance of the evidence that a pattern of substantial code violations exists, nothing in this section shall prevent the mayor's license commission from suspending the licensee's general contractor license for a longer period of time or from revoking the license in accordance with Section 4-4-280 of this Code.

For purposes of this subsection, the term "pattern of substantial code violations" means five or more violations of the building code which imperil the public health, safety or welfare, or two or more violations of any stop work order issued pursuant to this Code, or any combination thereof involving five or more violations of this Code, within any six-month period, at one or more construction sites within the city managed or controlled by the licensee.

(Added Coun J. 10-1-03, p 9163, § 2 1)

4-36-150 License--Revocation.

Except as otherwise provided in this chapter, three or more violations of any provision of this chapter or of the building code on three different days within a 12-month period may result in license suspension or revocation in accordance with Section 4-4-280 of this Code.

(Added Coun. J. 10-1-03, p 9163, § 2 1)

4-36-160 License revocation--Four-year wait for new license.

No person whose license under this chapter is revoked for any cause shall be granted another general contractor license under the same or a different name for a period of four years after the date of revocation.

(Added Coun. J 10-1-03, p 9163, § 2.1)

4-36-170 Regulations.

The commissioner of buildings shall have the authority to promulgate rules and regulations necessary to implement the requirements of this chapter

(Added Coun J 10-1-03, p. 9163, § 2.1)

4-36-160 Enforcement.

The commissioner of buildings shall (i) enforce the requirements of this chapter; (ii) investigate complaints regarding violations of this chapter, and (iii) maintain a roster of all licensees under this chapter and of all persons whose general contractor license has been suspended or revoked within the previous four years.

(Added Coun. J 10-1-03, p. 9163, § 2.1)

4-36-190 Violation--Penalty.

Except as otherwise provided in this chapter, any person violating any of the requirements of this chapter shall be fined, as follows:

(A) If the person holds or requires a Class A license under this chapter not less than $1,000.00, nor more than $5,000.00, for each offense;

(B) If the person holds or requires a Class B license under this chapter: not less than $750.00, nor more than $3,500.00, for each offense;

(C) If the person holds or requires a Class C license under this chapter: not less than $500 00, nor more than $2,500.00, for each offense;

(D) If the person holds or requires a Class D license under this chapter not less than $400.00, nor more than $2,000 00, for each offense;

(E) If the person holds or requires a Class E license under this chapter: not less than $250.00, nor more than $1,000 00, for each offense.

Each day that a violation continues shall constitute a separate and distinct offense.

(Added Coun. J 10-1-03, p. 9163, § 2 1)

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EXHIBIT G STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

Specification No.: _____
Department Project No.: _____
Date. _____
Voucher No · _____

STATE OF _____)

COUNTY (CITY) OF _____)

In connection with the above-captioned contract·

I HEREBY DECLARE AND AFFIRM that I am the_____
(Title -Print or Type)

and duly authorized representative of_____
(Name of Company - Print or Type)

(_____ (_____)_____
(Address of Company) (Phone)

and that the following Minority and Women Business Enterprises (MBE/WBEs) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively the amounts set opposite their names for material or labor as stated, and that this a full, true and complete statement of all such MBE/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE	GOODS/ SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

TOTAL AMOUNT PAID TO MBEs TO DATE $_____

TOTAL AMOUNT PAID TO WBEs TO DATE $_____

Status Report of MBE/WBE (Sub) Contract Payments

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor._____
(Print or Type)

Signature:_____
(Signature of Affiant)

Name of Affiant. _____
(Print or Type)

Date:_____
(Print or Type)

State of_____

County (City) of_____

This instrument was acknowledged before me on_____ (date)
by _____ (name/s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ _____(name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public

(Seal)

EXHIBIT H APPRENTICE ORDINANCE

Apprentice Ordinance (Section 2-92-335 of the Chicago Municipal Code)

(a) For purposes of this section only the following definitions apply

"Apprentice" means any person who is. (1) sponsored into an apprenticeship training program by a contractor that is authorized by a union to sponsor apprentices; and (2) enrolled in, or has graduated from, a construction technology training program administered by the City Colleges of Chicago. The union's apprenticeship training program must be registered with the United States Department of Labor, or approved or recognized by the State of Illinois.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the total bid price that is attributable to labor costs, in order to calculate the bid price to be used to evaluate the bid on a competitively bid construction project

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a construction project in which the contractor met or exceeded his or her goals for the utilization of apprentices in performance of the total labor hours performed under the contract.

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

"Labor hours" means the total hours of workers receiving an hourly wage who are directly employed at the work site. "Labor hours" shall include hours performed by workers employed by the contractor and all subcontractors working at the work site. "Labor hours" shall not include hours worked by non-working foremen, superintendents, owners and workers who are not subject to prevailing wage requirements

(b) (1) For any construction project advertised having an estimated contract value of $100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the Chief Procurement Officer shall allocate to any qualified bidder the following bid incentive for utilization of apprentices in performance of the total labor hours performed under contract.

Percentage of Total Labor Hours Performed By Apprentices	Bid Incentive
5 to 10%	1/2% of bid price
11 to 15%	1% of bid price

The bid incentive shall be calculated and applied in accordance with the provisions of subsection (b) (2) The bid incentive is used only to calculate an amount to be used in evaluating the bid The bid incentive does not affect the contract price

(2) Upon the completion of a contract subject to this section, a contractor may apply to the Chief Procurement Officer for earned credits if the contractor met or exceeded his or her apprentice utilization goals established in the contract If the Chief Procurement Officer determines that the contractor has successfully met his or her apprentice utilization goals, the Chief Procurement Officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the contractor. The contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

The earned credit certificate is valid for twelve (12) months from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

(c) The contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Chief Procurement Officer, or the commissioner of the supervising department

Full access to the contractor's and subcontractors' records shall be granted to the Chief Procurement Officer, the commissioner of the supervising department, or any duly authorized representative thereof The contractor and subcontractors shall maintain all relevant records for a period of at least three (3) years after final acceptance of the work.

(d) The Chief Procurement Officer is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

For more information regarding this ordinance please contact the Department of Procurement Services at (312) 744-4900.

EXHIBIT I TRAFFIC MAINTENANCE AND PROTECTION

Work under this item must be performed in accordance with Section 701 of the Standard Specifications except as modified herein.

Description: This item of work includes furnishing, installation, maintenance, relocation and subsequent removal of all signs, signals, markings, traffic cones, barricades, warning lights, flaggers and other devices which are to be used for the purpose of regulating, warning or guiding traffic during the construction of this improvement

Included under this item is also furnishing of three (3) portable cellular phones with built in 2-way radio feature (NEXTEL Model I2000 or approved equal) for exclusive use by the Commissioner for business on this project. The telephones are for use during the construction season and will be returned to the Contractor when work is not in progress or when not required by the Commissioner. The cost for these cellular phones will not be paid for separately, but will be incidental to the TRAFFIC CONTROL AND PROTECTION Work Tasks - hence, the bills must be paid by the Contractor

General Requirements: Traffic Control must be in accordance with the applicable section of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, the Special Provisions, and any Special Details and Highway Standards contained in these specifications.

The Contractor must also furnish, erect and maintain in good condition project signs at the project site identifying the project and indicating that the governments is participating in the development of the project. The signs must be in place from the time of ground breaking or the commencement of construction, whichever occurs first, until the final inspection is completed. The location and orientation of the signs will be determined by the Commissioner. The Contractor must supply, erect, and maintain a project sign according to the specifications.

At the preconstruction meeting the Contractor must furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent will be requested of the Commissioner at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications This will not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Department will provide to the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan. The Contractor must notify the Bureau of Traffic at 744-0330 48 hrs. before commencing construction or changing traffic flow.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the Highway Standards, Details, Supplemental Specifications and the Recurring Special Provisions contained herein relating to traffic control.

The Traffic Control and Protection Details included in this document represent the minimum required combination of traffic control devices needed for typical construction operations. Conditions created by the Contractor's operation, which are not covered by the standard details, must be protected by devices which may include but are not limited to barrier wall, fencing with screening, arrow board or temporary ADA compliant ramps, as directed by the Commissioner, at no additional cost to the City Revisions or modifications to the approved traffic control methods must have the Commissioner's written approval The cost of this work is incidental to the traffic control work tasks in the CTC©.

Placement of short term, temporary and permanent pavement markings will be paid for separately under appropriate contract line items, unless otherwise noted.

Special attention must be given to advance guide signs during these operations in order to keep barricade placement consistent with lane assignment. The Contractor must cover all traffic control devices which may be inconsistent with traffic patterns during the transfer from one construction stage to another.

The Contractor's vehicle must always move with and not against or across the flow of traffic. These vehicles must enter or leave work areas in a manner which will not be hazardous to or interfere with normal traffic and cannot park or stop except within designated work areas Personal vehicles will not be permitted to park within the right of way except in specific areas designated by the Commissioner.

Traffic Control and Protection details are included in these specifications to specify the minimum required combination of traffic control devices in construction areas. Revisions by the Commissioner to the work or in the phasing of construction operations may require traffic control to be installed in accordance with a standard other than those included in these specifications. In such cases, the standards will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these added standards will be in accordance with the Article 109.04 of the Standard Specifications. Revisions or modifications to increase the traffic control protection shown in the contract must be submitted by the Contractor for approval by the Commissioner. A reduction of the traffic control shown in the contract will not be allowed.

If the Contractor requests and receives approval from the Commissioner to revise or change the staging of the project from that specified, any additional traffic control required due to that request will be considered incidental to the contract and no additional payment will be made.

The Contractor must immediately furnish a certified flagger or flaggers if, in the opinion of the Commissioner, the Contractor's construction means or methods warrant. No additional compensation will be made for flaggers. If no flaggers are available the Contractor must cease operations until they become available

All signs, signals, markings, traffic cones, barricades, warning lights, flaggers, and other traffic control devices must conform to the plans, specifications, special provisions and the latest edition of the "State of Illinois Manual on Uniform Traffic Control Devices." The Contractor must obtain, erect, maintain, and remove all traffic control devices in accordance with Article 107.14 of the Standard Specifications. Placement and maintenance of all traffic control devices must be as directed by the Commissioner. The Commissioner will be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards.

The Contractor must insure that all barricades, signs, lights and other devices installed by him are operational every day, including Sundays and holidays. In the event of severe weather conditions, the Contractor must furnish any additional personnel required to properly maintain all traffic control devices as directed by the Commissioner.

This project may be constructed under detours as necessary. Construction work cannot be started until detours are totally in place and operational. Construction signs referring to daytime lane closures during working hours must be removed or covered during non-working hours.

The Contractor is responsible for timely the installation, maintenance, relocation and subsequent removal of all temporary signing, barricading and temporary striping necessary to accomplish these detours Traffic control and protection required for this work will be considered included in work tasks for traffic control in the CTC©.

At the completion of each stage of construction or whenever detour operations indicate that a relocation of a proposed or existing traffic control device is advisable as determined by the Commissioner, the Contractor must remove all traffic control devices which were furnished, installed and maintained by him/her under this contract, and such devices may remain the property of the Contractor. Any traffic

control devices furnished, installed and maintained by the City will be removed by City forces and will remain the property of the City All traffic control devices must remain in place until specific authorization for relocation or removal is received from the Commissioner.

The Contractor must be aware of the requirements for coordination of all work in this project and adjoining or overlapping projects and for coordination of barricade placement necessary to provide a uniform traffic detour pattern. The Contractor will not be permitted to erect, change or remove his detour barricade system without the prior approval of the Commissioner.

The placement of barricades and warning signs for the required lane closures must be as specified herein and must proceed in the direction of the flow of traffic. The removal of all signs and barricades must begin at the end of the construction areas and proceed toward oncoming traffic.

Maintenance of Roadways Beginning on the date when the Contractor begins work on this project he/she must assume responsibility for the normal maintenance of all existing roadways within the limits specified. This normal maintenance will include all repair work deemed necessary by the Commissioner but will not include snow removal operations.

The work involved in maintaining the existing pavement as above specified will be paid for separately at the contract unit price for LEVELING BINDER (HAND METHOD) SUPERPAVE unless specified elsewhere in the Detailed Specifications or the Special Conditions.

If no such item(s) of work has been provided for in the contract or otherwise specified for payment, this work will be paid for as extra work, in accordance with Article 109.04 of the Standard Specifications Traffic control and protection required for this work will be considered included in work tasks for traffic control in the CTC©

Arrow Boards. A flashing arrow board meeting the requirements of Article 1106.03 of the Standard Specifications must be operating at all times when a lane is closed to traffic on a multi-lane roadway. Arrow boards must be provided and located in ahead-on position within each lane closure taper. The cost of furnishing and maintaining arrow boards will be paid for according to the CTC©.

Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

Pedestrian Sidewalk Control: When existing sidewalk is removed or is otherwise impassable, the Contractor must install necessary signs and barricades to direct pedestrian traffic to an alternate pedestrian route Sidewalk Closed signs (Code No. R11-1102) must be placed at each end of the closed sidewalk section. Type I, Type II or Type III barricades must be installed in sufficient number to completely close the pathway. Barricades across and along a pathway must have a horizontal bar between 4" and 10" above the pavement. Alternate pedestrian routes must be ADA compliant and be kept free of any obstructions and hazards. Where construction activates involve sidewalks on both sides of the street, the work shall be staged so the both sides of the street, or no more than one corner at a time are out of service.

Basis of Payment. Traffic control and protection required for this work will be considered included in adjustment factor and the individual work tasks in the CTC© for traffic control

CHARGE FOR TRAFFIC CONTROL DEFICIENCY

To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor must provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. When the Commissioner is notified or determines a deficiency exists, (s)he will be the sole judge as to whether the deficiency is an immediate safety hazard. The Contractor must dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard Other deficiencies must be corrected within 12 hours If the

Contractor fails to restore the required traffic control and protection within the time limits specified above, the Commissioner will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists.

This time period will begin with the time of notification to the Contractor and end with the Commissioner's acceptance of the corrections For this project, the daily deduction will be * per day. In addition, if the Contractor fails to respond, the Commissioner may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

In addition any work performed by the Contractor within the work zone that presents a hazard to vehicular or pedestrian traffic will be subject to charges for TRAFFIC CONTROL DEFICIENCY. Debris removal, fly dumping, proper access to abutting property, timely and correct placement of short term, temporary and permanent pavement markings, along with all items of work contained within this item are also subject to this charge.

$$\text{* CHARGE PER CALENDAR DAY} = \frac{\text{Original Work Order amount for all items}}{\text{Number of Calendar days in the Work Order}} \times 5\%$$

BOOK 2

TERMS AND CONDITIONS

CHICAGO DEPARTMENT OF TRANSPORTATION
JOB ORDER CONTRACT

REPAIR, RECONSTRUCTION AND REHABILITATION OF FLAT WORK/SITE WORK AND STRUCTURES

SPECIFICATION NUMBER: 58904
RFQ NUMBER: 2640

CITY OF CHICAGO

RICHARD M. DALEY
MAYOR

THOMAS H. POWERS P.E.
1ST DEPUTY COMMISSIONER / CHIEF ENGINEER

Issued by the
DEPARTMENT OF TRANSPORTION

BARBARA A. LUMPKIN
CHIEF PROCUREMENT OFFICER

City Funded

August 2007

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I. GENERAL PROVISIONS

A. Definitions

1 "A C I " means American Concrete Institute.

2. "A.E D." means Associated Equipment Distributors.

3. "A.I A " means American Insurance Association

4 "A I S C." means American Institute of Steel Construction.

5 "A.N S.I." means American National Standards Institute.

6 "A.A.S.H.T.O " means American Association of State Highway and Transportation Officials

7. "A.S.M E." means American Society of Mechanical Engineers.

8. "A.S T.M " means American Society for Testing and Materials.

9. "Architect/Engineer" means the person designated by the Commissioner to provide the Contract Drawings and Technical Specifications for the Work to be performed by Contractor. Contractors will not have direct contact with the Architect/Engineer

10 "As-Built Drawings" means contract drawings reflecting the final built Project configuration, including approved modifications.

11 Chief Procurement Officer" means the Chief Procurement Officer for the City of Chicago, and any representative duly authorized in writing to act on his/her behalf

12. "City" means the City of Chicago, a municipal corporation and home rule unit of government existing under the Constitution of the State of Illinois.

13. City Engineer" means Chief Engineer of the corresponding Bureau of the City Department identified on the cover of this Contract and any representative duly authorized in writing to act on his/her behalf.

14. "City Forester" means Commissioner of the Department of Streets and Sanitation or his designated representative.

15. "Commissioner" means the head of the City Department identified on the cover of this Contract and any representative duly authorized in writing to act on his/her behalf

16. "Comptroller" means Comptroller of the City of Chicago or his designated representative.

17 "Construction Manager" aka "Project Manager" as further defined in JOC GC's Article II. B. means the person designated by the Commissioner to oversee construction of the project(s) for which the Contractor will perform Work.

18. "Consultant(s)" refers to the person, firm or corporation awarded a contract by the City of Chicago to provide professional architectural or engineering design services or construction supervision for the Project.

19 Contract" means this Contract, including all exhibits that are attached to and/or incorporated by reference in the Contract, and all amendments, modifications, or revisions made from time to time in accordance with the terms of the Contract.

20. "Contract Documents" consists of Book 1: Terms and Conditions of Contract, Book 2: Instructions and Execution Documents; Book 3. The Construction Task Catalog®, and

Book 4: Technical Specifications, fully executed performance and payment bonds any executed Work Orders, and all other documents attached to the Contract and/or incorporated by reference in it

21 "Contract Modification" means a written modification of the terms and conditions of this Contract, signed by the Contractor, the Chief Procurement Officer, the Mayor and the Comptroller.

22 "Contract Price" means the Adjustment Factor.

23. "Contractor" means the person who is awarded the Contract.

24. "Corporation Counsel" means the head of the Department of Law of the City of Chicago, and any Assistant Corporation Counsel duly authorized to act on the Corporation Counsel's behalf

25 "CTA" means Chicago Transit Authority

26. "Department" means the City Department identified on the cover of this Contract.

27. "Environmental Laws" means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters

28. "Equipment" means all machinery and equipment, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper and acceptable completion of the Work.

29. "F.E.P.C." means Fair Employment Practices Commission.

30 "Final Completion and Acceptance of the Work " means the last date on which all of the following events have occurred: the Commissioner has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Work Order; final inspections have been completed and operations systems and equipment testing have been completed; final occupancy certifications have been issued; all deliverables have been provided to the Commissioner; and all contractual requirements for final payment have been completed.

31 "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2014, et seq.), pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S C. Sec. 136, et seq.) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," "special waste," or "toxic substance" (or comparable term) in any Environmental Law.

32 "Management Consultant" or "Program Manager" means the organization or entity, if any, which the City has retained to oversee the planning, design, and construction of the Project

33. "Municipal Code" means the Municipal Code of Chicago.

34 "N.E.C." means National Electric Code.

35. "N.E.M.A " means National Electrical Manufacturer's Association.

36 "Notice to Bidders" means Advertisement for Bids, the official notice inviting bids for the proposed Work to be done under this Contract.

37. "Night Work" means work performed between the hours of 9:00 p.m and 8:00 a.m. unless otherwise defined in the plans.

38 "Notice to Proceed" means written authorization from the Commissioner for the Contractor to commence the Work Order on a specified date. The Notice-To-Proceed occurs by issuance of the approved Work Order Form.

39. "O.S H A " means the Occupational Safety and Health Administration

40 "Product Data" are illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, test certifications, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work

41 "Project" means, collectively, the improvements to be constructed by the Contractor in accordance with a Scope of Work and Work Order.

42 "Project Record Documents" are all documents pertaining to completed Work that the Contract requires the Contractor to provide to the City, including, but not limited to, As-Built Drawings, record Shop Drawings, product data, instructions, parts list, certified payrolls and operations and maintenance manuals.

43. "Provide" means furnish and install, unless otherwise specified herein

44. Punch List" work means minor adjustment, repairs or deficiencies in the Work, as determined by the Commissioner, in his sole discretion.

45 "Samples" mean physical examples which illustrate materials, equipment or workmanship. Samples include materials, fabricated items, equipment, devices appliances, or parts thereof as called for in the Technical Specifications and any other Samples as may be required by the Commissioner to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials proposed by the Contractor conform to the required characteristics. The various parts of the Work shall be in accordance with the reviewed and approved samples.

46 "Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop Drawings include, but are not limited to: fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; wiring and control diagrams, and other drawings pertaining to materials, equipment and systems and methods of construction as may be required to show that the materials, equipment or system conform to the Contract requirements. Shop drawings shall establish the actual detail of all manufactured and fabricated items and indicate the proper relation to the adjoining Work.

47 "Special Wastes" means those substances as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.45, and further defined in Section 809 103 of 35 Illinois Administrative Code, Subtitle G, Ch 1.

48 Standard Specifications" means the State of Illinois Department of Transportation Standard Specifications For Road and Bridge Construction (SSRBC), adopted January 1, 2002, as amended, and any updates

49 "State" means the State of Illinois

50. "Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Work, and all subcontractors of any tier, including suppliers and material persons, whether or not in privity with Contractor

51. Submittal" means Schedule, Shop Drawings, Product Data or Samples and other items as may be required by the Contract.

52 "Substantial Completion Date" is the date upon which the Contractor has completed all Work, as determined by the Commissioner, in accordance with the Work Order.

53 "Substantial Completion of the Project" or "Substantial Completion" means that, in the determination of the Commissioner, the Contractor has completed all Work in accordance with the Work Order, except for Punch List Work and the City is able to occupy and use the Project for the purpose intended.

54 "Technical Specifications" means the written requirements for materials and equipment to be used in the Work, including any plans or drawings, and standards of performance for the Work, which are set forth or referenced in Book 4.

55 "Work" means all labor, materials, equipment, deliverables, and other incidentals to be provided by the Contractor hereunder which are necessary or convenient to the successful completion of a Project and which are required by, incidental or collateral to the Contract Documents.

56. "Working Day" has the same meaning as the State of Illinois Standard Specifications

A.1 JOC Supplemental Definitions

1. "Adjustment Factor" is the Contractor's competitively bid price adjustment to the unit prices as published in the Construction Task Catalog®, Book 3. Bidders must bid three Adjustment Factors: one for Work to be accomplished during normal working hours; the second for Work to be performed during other than normal working hours; and, the third to be applied to Non Pre-priced work tasks. Adjustment Factors are expressed as an increase or decrease from the published prices.

2. "Construction Task Catalog®, Book 3" or "CTC®" is a comprehensive listing of construction and construction related work tasks including a unit of measurement and a fixed unit price

3 "JOC Coordinator" means the City's representative designated by the City to manage the JOC program for the Department

4. "Joint Scope Meeting" means the on-site meeting between the Contractor and the City and such third parties as deemed appropriate by the City for the purposes of discussing and further defining the Scope of Work.

5. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of the Contract Documents.

6. "Maximum Contract Amount" means the maximum Contract value as specified in Book 1.

7 "Minimum Contract Amount" means the minimum Contract value as specified in Book 1

8 "Non Pre-priced Work" means those units of Work that are not included in the CTC® but are within the general scope and intent of this Contract

9 "Normal Working Hours" means an eight hour period between the hours of 6:00 AM to 4.30 PM. except for Saturdays, Sundays, and the holidays of New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day, Labor Day, and July 4th.

10 "Other than Normal Working Hours" means Work done between the hours of 4:30 PM to 6 00 AM. weekdays and any times during Saturday, Sunday, and the holidays of New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day, Labor Day, and July 4th.

11. "Plans" means the Scope of Work, task descriptions in the CTC®, drawings, sketches, illustrations, specifications or other pertinent information included in the Work Order.

12. "Price Proposal" means the document prepared by the Contractor in response to the City's CTC® and quotes a fixed lump sum price for the Project Scope of Work Documentation such as drawings, material cut sheets, and back-up for Non Pre-priced work shall accompany the Price Proposal

13. "Project Manager" means the designated representative of the City, or the City's duly authorized representative in charge of management of the Project from initial identification to final completion.

14. "Scope of Work" means the documented description of services, agreed to by both the Contractor and the Commissioner, to be provided by the Contractor in connection with a Project. Documentation of the Scope of Work may include a narrative description of the Work, specifications, partial design documents or full design documents depending on the complexity of the specific Project.

15 "Sub Order Release" is the written authorization from the City for the Contractor to commence Work in accordance with the Work Order. The City will review the Contractor's Work Order Proposal and if acceptable to the Commissioner's sole discretion, the Commissioner will issue a Sub Order Release executed by the Commissioner, or authorized representative, and the Chief Procurement Officer for the Work described in the Scope of Work. The Sub Order Release will set forth a lump sum amount for the compensation for the Work.

16 "Unit Price" as used herein, refers to the price published in the CTC® for a specific construction or construction related work task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the labor, equipment and material costs to accomplish that specific task.

17. "Work Order" means the collection of documents associated with the Project to include. the Scope of Work; the Request for Proposal; a Price Proposal; the City's Sub Order Release; a time duration for the completion of the Work; M/WBE Plan and Documents; and any special conditions that might apply to that Project as appropriate.

18. "Work Order Proposal" as used herein refers to the Contractor prepared document in response to the City's Request for Proposal including: a Price Proposal, construction schedule, M/WBE Plan, permits, approved drawings and other documents as required for the completion of a specific Scope of Work as requested by the City.

19. "Work Order Time" is the period of time from when the City authorizes the Contractor to begin the Work until the scheduled date for Substantial Completion, including approved time extensions.

B. Usage and Contract Interpretation

1. Unless a contrary meaning is specifically noted elsewhere, words such as, "as required," "as directed," "as permitted," and similar words mean that requirements, directions of, and permission of the Commissioner are specifically intended. The words "approved," "acceptable," "satisfactory," or words of like import, shall mean "approved by," "acceptable to," or "satisfactory to" the Commissioner. The words "necessary," "proper," or words of like import as used with respect to extent, conduct or character of the Work specified means that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commissioner. The Commissioner's judgment in such matters is final and incontestable by the Contractor

2. Where the imperative form of an address is used, such as "perform the excavating," "provide equipment required," "remove obstructions encountered," "furnish and install reinforcing steel bars," etc., that address is directed to the Contractor

3. Any headings in this Contract are for convenience of reference only and do not define or limit its terms or provisions All section references, unless otherwise expressly indicated, are to sections of this Contract. Words importing persons include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons Words of any gender include correlative words of other genders. Words importing the singular number include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract
4. Day means calendar day, unless otherwise stated.
5. Whenever reference to a law is contained herein, such reference includes any amendment or revision to such law.

C. Severability

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

D. Intentionally Deleted

E. Entire Agreement

The Contract including all Contract Documents, and the exhibits attached to them and incorporated thereby, constitute the entire agreement between the parties with respect to the subject matter hereof, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are implied or impressed upon this Contract that are not expressly addressed herein.

II. PROJECT ORGANIZATION

A. The Commissioner

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

B. The City Chief Procurement Officer

The City Chief Procurement Officer has the statutory authority to enter into this Contract, and any modifications of the Contract, for the City.

C. Contractor

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

III. CONTRACTOR'S OBLIGATIONS

A. Contractor

1. Except as may be expressly provided otherwise in the Contract Documents, Contractor is solely responsible for selecting the means, methods, techniques, sequences, and procedures used in performing the Work. The intent of the Technical Specifications is to describe the completed Work which the Contractor must provide to fulfill the requirements of the Contract The Technical Specifications are not intended to cover every detail of materials, parts, or activities necessary to complete the Work. The Contractor must perform all activities that may be required or necessary to complete the Work in accordance with the Contract Documents. For the Contract Price, the Contractor must construct, furnish and install all materials, parts and labor necessary to complete the entire Work, whether or not the Contract Documents particularly specify or show the details of Work.

2. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. The Contractor is responsible for all division of work. However, wherever any provision of any section of the specifications conflicts with any agreements or regulations of any kind at any time in force among members of any trade or craft associations, unions or councils that regulate or distinguish that work is or is not included in the work of any particular trade, the Contractor must make all necessary arrangements to reconcile any such conflict without delay, damage, or cost to the City

3. Prior to submission of its bid, the Contractor must (i) familiarize itself with all the site conditions that may affect its performance of the Work; and (ii) review the Contract Documents provided with the bid documents. If at any time prior to the bid opening the Contractor discovers any errors, discrepancies or omissions in the Contract Documents, or any discrepancy between the Contract Documents and the physical conditions at the site or in any subsequent drawings that may be provided thereafter, the Contractor must notify the Chief Procurement Officer immediately, in writing for an interpretation through an Addendum.

4. This written request must be received by the Chief Procurement Officer no later than 10 business days before bid opening, or no response will be provided. The Contractor will not be allowed to take advantage of the discovery of any such error or omission or discrepancy in the Contract Documents after the award of the Contract. Any Work done after such discovery, unless authorized by the Chief Procurement Officer will be done at the Contractor's expense

5. Except as otherwise expressly in the Contract Documents, the Contract provided Price includes all cots and expenses for which the Contractor will be compensated in connection with the Contract, including but not limited to (a) the costs of performing any

or all of its obligations and duties under the Contract, (b) the costs of all materials, equipment, supplies, tools, machinery, labor, supervision, management and items of any and all kinds that are or may be necessary and incidental to the full and satisfactory completion of the Work, whether or not specified or indicated in the Contract, (c) the costs of permits, insurance, bonds and license; (d) the costs associated with any risks assumed by the Contractor under the Contract; (e) the costs associated with all warranties and guarantees; (f) the costs of complying with the directives of the Chief Procurement Officer and/or the Commissioner; (g) the costs of complying with all laws applicable to the Contract; and (h) all overhead and profit. No term of the Contract which further specifically indicates that the Contractor must bear the costs of an item or which further specifically indicates that an item will be performed at no additional cost to the City will be construed or interpreted to in anyway limit the foregoing.

6. In addition, upon execution of the Contract, the Contractor must assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, and qualified to perform the Work. The Contractor must include among its staff such personnel and positions as may be required by the Contract Documents.

7. In the event that, in the reasonable opinion of the Commissioner, the performance of personnel of the Contractor assigned to the Work is at an unacceptable level, or does not comply with Section VIII. A., "Competency of Workers," of the Contract, such personnel must cease to be assigned to this Work and must return to the Contractor. The Contractor must then furnish to the Commissioner the name of a substitute person or persons in accordance with the previous paragraph. Absence of sufficient qualified personnel for the Work shall constitute an event of default.

8 Contractor must supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. Contractor is responsible for providing a finished Project that complies fully with the Contract.

9. Risk of Loss The Work is under the charge and care of the Contractor until Final Completion and Acceptance of the Work by the Commissioner, unless otherwise specified in the Contract Documents. The Contractor assumes all responsibility for injury or damage to the Work by action of the elements, fire or any other causes whatsoever, including, but not limited by, injury or damage arising from the execution or non-execution of the Work. The Contractor must rebuild, repair, restore and make good, at no additional cost to the City, all injuries or damages to any portion of its Work before Final Completion and Acceptance of the Work

10. When equipment or materials are furnished to the Contractor by the City for use or inclusion in the Work, the Contractor's responsibility for safeguarding all such equipment and materials must be the same as for equipment and materials furnished by Contractor.

11. The Work will not be considered to be completed and accepted until the Contractor receives written notice from the Commissioner confirming the Final Completion and Acceptance of the Work.

12. In the event Contractor has any issues with respect to the Technical Specifications or contract drawings, Contractor will raise such issues with the Construction Manager

13. **Except as hereinafter specified, the Contractor shall perform with its own organization and forces not less than the amount indicated in Book 1.**

B. Subcontractors

1. All rights and obligations under this Contract are by and between the City and the Contractor. Except as may otherwise be provided in the Contract Documents, there is no privity between Subcontractors and the City. Subcontractors have no rights as third-party beneficiaries under this Contract except as provided in the MBE/WBE Special Conditions The Contractor agrees to implement such measures as may be necessary to ensure that its Subcontractors shall be bound by all applicable provisions of the Contract.

2. All Subcontractors are subject to the approval of the Chief Procurement Officer. The Contractor must not substitute a Subcontractor previously accepted by the Chief Procurement Officer unless the substitution is acceptable to the Chief Procurement Officer. All requests to subcontract must be submitted on a form approved by the Chief Procurement Officer

3. The Contractor is responsible in all aspects and at all times for any and all Subcontractor's Work.

4. The Contractor must furnish the Chief Procurement Officer with one (1) copy of each written subcontract agreement and subsequent modifications signed by Contractor and the Subcontractor evidencing such agreement. All subcontracts must be in writing. All subcontracts must require that (i) all Subcontractor's Work be performed in strict accordance with this Contact and (ii) the Subcontractor must be bound by and subject to the requirements of this Contract, whether or not a particular provision specifically mentions Subcontractors, provided that the City's rights are not thereby prejudiced. Subcontracts may contain different provisions than are provided in this Contract with respect to payments, schedules, and matters not affecting the quality or timely completion of the Work hereunder. The Contractor must require each Subcontractor to enter into similar subcontracts with its Subcontractors. The Contractor must make available to each Subcontractor, prior to the execution of such subcontract, copies of this Contract, to which the Subcontractor will be bound pursuant to the requirements of this paragraph. The Contractor shall require each Subcontractor to become familiar with all provisions of the Contract Documents which may affect Subcontractor's work.

5. In the event that a subcontract provided to the City does not comply with the foregoing, the City's failure to object is not a waiver of the foregoing, and Contractor will remain liable to the City for any and all damages, costs, fines, losses and claims arising our of such noncompliance.

6 In the case of Work performed by Subcontractors, the Contractor must secure warranties from said Subcontractors addressed to and in favor of the City; deliver copies of them to the City upon completion of the Subcontractors' Work and, guarantee and assume full responsibility for the performance of any repair or replacement Work that may be required for the full period of the said warranties provided. However, the delivery of said warranties will not relieve the Contractor from any obligations assumed under this Article III., nor any other provision of this Contract

7 **The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.**

C. Site Conditions and Inspection

1. Surveys, soil borings, geotechnical information, data, plans or other materials generally describing the unimproved land or existing structures at the site may be provided to the

Contractor by the City. Such information is not warranted by the City to be accurate. The Contractor is not entitled to rely on it When such information appears on Contract Documents, prepared by the City or its consultants, the Contractor acknowledges that the City and it's consultants have not verified such information. Site plans do not constitute any representation by the City to the Contractor of site boundaries or characteristics.

2. The Contractor must take field measurements, verify field conditions and carefully compare such field measurements and conditions and any other information known to the Contractor about the Contract Documents before commencing the Work No allowance will be made to the Contractor for any extra labor and/or materials required due to site conditions or discrepancies which might have been discovered by a thorough and proper inspection of the site. In the event that land surveying Work is required under this Contract, Contractor must have such Work performed by a land surveyor that is licensed as such by the State of Illinois.

3 If conditions are encountered at the site which are (i) subsurface or otherwise unknown or concealed physical conditions which differ materially from those indicated in the Contract Documents; or (ii) pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Contract Documents, including the presence of unanticipated Hazardous Materials, then the Contractor must provide immediate written notice to the Commissioner before proceeding with such work or disturbing such areas.

4 If such conditions differ materially from those indicated in the Work Order, and cause a material increase or decrease in the Contractor's cost or time required for the performance of any part of the Work, an equitable adjustment in the Price Proposal or Work Order Time, or both will be made according to Article III of the JOC General Conditions. The value of any extra work or change shall be determined according to Article III.F of the JOC General Conditions.

5. The Contractor must keep on hand at the Work site, for reference, a complete set of Contract Documents for the Work, copies of all plans furnished by the Contractor, all additional and revised plans furnished by the City and all orders issued to the Contractor by the Commissioner that relate to the Work.

D. Cleaning Up

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

2 As a condition of Final Completion of the Work, the Contractor shall remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and shall restore the site to the same general conditions that existed prior to the commencement of the Work

3. The Contractor shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of the Work, or existing work, due to Contractor's operations.

4. Contractor shall be solely responsible for and shall assume all liability associated with off-site disposal of any Hazardous Materials generated as a result of Contractor's construction activities.

E. Contractor's Warranties and Representations

Contractor warrants and represents that:

1. It has carefully examined and analyzed the provisions and requirements of this Contract, it has inspected the Work site(s) to the extent made available by the City; from its own analysis it has satisfied itself as to the nature and scope of work, all conditions, any obstructions and requirements needed for the preparation of its bid and the performance of this Contract, the general and local conditions, and all other matters which in any way may affect this Contract or its performance; and the time available for such examination, analysis, inspection and investigation was adequate,

2. This Contract is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and must perform, or cause to be performed, the Work in strict accordance with the provisions and requirements of this Contract;

3 Except for the contents of this Contract, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, representatives or employees, has induced the Contractor to submit a bid or has been relied upon by the Contractor, including any reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the nature, existence, or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at or on the Work site, (iii) the nature, quantity, quality or size of any materials, equipment, labor and other facilities needed for the performance of this Contract; (iv) the general conditions which may in any way affect this Contract or its performance; (v) the compensation provisions of the Contract; or (vi) any other matter;

4. The Contractor was given ample opportunity and time to review the Contract Documents prior to submittal of its bid in order that it might request an addendum to the

Contract Documents that may entail the inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; Contractor did so review the Contract Documents, and that every such statement, representation, promise or provision and has been included in the Contract or else, if omitted, the Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract in its entirety without claiming reliance on any such omission or making any other claim on account of such omission;

5 The Contractor acknowledges that the City, in its selection of the Contractor to perform the Work, materially relied upon the Contractor's response to the advertisement for bids; the information provided by the Contractor with the bid was accurate at the time it was made; and any material changes in such information have not and will not be made without the express consent of the City.

6. Contractor's submittal of its bid establishes that the Contractor, in preparing and submitting its bid on which this Contract is based, has complied with, and given full consideration to the following bidding requirements:

   a. The Contractor did obtain for bidding purposes copies of the complete Contract Documents as identified in the advertisement for bids and all addenda issued by the City and has become familiar with the same and all Contract requirements and conditions described therein;

   b. The Contractor has clarified to its satisfaction and complete understanding and acceptance any doubt as to the true meaning and intent of any part or parts of the specifications and plans or other portions of the Contract Documents;

   c. The Contractor accepts the requirement that the Contractor must have no claim for relief because of alleged mistakes or omissions in its bid and that the Contractor will be held strictly to its bid as presented.

7. Contractor has the capability and financial resources to perform all of the provisions and requirements of this Contract.

8. Contractor must perform all of its obligations under this Contract in accordance with all of the Contract's provisions and requirements.

9. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections).

   7-28-390 Dumping on public way;

   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 designation of the Chief Procurement Officer. 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.

10. 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.

IV. PROPERTY

A. Ownership of Property

The City will be the owner of the Work, including but not limited to any installed fixtures, upon Final Completion and Acceptance of the Work by the Commissioner.

B. Ownership of Technical Specifications and Other Contract Documents

1. The Technical Specifications, plans and any copies of them furnished by the Commissioner are the property of the City. They are not to be used on other work. The City will provide the Contractor the number of Technical Specifications and plans determined appropriate by the City The City may provide the Contractor with additional copies at the Contractor's request and at the Contractor's cost. Contract Documents will be furnished as follows: The Contract Documents may, at the discretion of the City, be issued on CD-ROM and in such cases will not provide additional sets of Contract Documents.

   a Contract Plans .... 3 Sets

   b, Subsequent Details . ... 3 Sets

   c Specifications and Contract Drawings..... ..... 3 Sets

2 The Contractor is responsible for any loss or damage to the Technical Specifications and plans while in the Contractor's care and custody, and the Contractor must restore any and all Technical Specifications and plans that may be lost or damaged.

3. Specifications issued by organizations other than the City to which reference is made in the Contract Documents must be obtained by the Contractor at its expense. The Technical Specifications must also be retained at the Work site and be accessible to the Commissioner

4 The City is the owner of the Project. All documents, data, studies, reports, and instruments of service prepared for or by the City under this Contract are the property of the City. During the performance of its Work, the Contractor is responsible for any loss or damage to documents while in the Contractors possession or the possession of a Subcontractor and any such document so lost or damaged must be restored at the expense of the Contractor.

5. The Contractor must deliver, or cause to be delivered, at any time during the term of this Contract, all documents, including but not limited to drawings, models, specifications, estimates, reports, studies, maps, and computations, prepared by or for the City, under the terms of this Contract to the City, promptly upon reasonable demand therefore or upon termination of the Work. If the Contractor fails to deliver them when required, then the Contractor must pay the City all damages the City may sustain by reason of the failure, including consequential damages.

C. Right of Entry

1. The Contractor, and any of its officers, employees, agents, and Subcontractors, are permitted to enter upon any part of the Work site owned by the City in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules that may be established by the Commissioner. The Contractor must provide advance notice to the City of any such intended entry. Consent to enter upon all or any part of the Work site given by the City will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the City

2. Inspections: The Contractor acknowledges that the City has a right of access to the Work site at all times and the right to inspect all Work during the Contract period.

3. The Contractor must use, and must cause each of its officers, employees, agents, and Subcontractors to use, the highest degree of care when entering upon property owned by the City in connection with the Work. In the case of any property owned by the City, or property owned by and leased from the City, Contractor must comply and must cause each of its officers, employees, agents, and Subcontractors to comply, with any and all instructions and requirements for the use of such property, including any licenses for which being hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry is treated in accordance with the indemnification provisions contained in this Contract

D. Damage to City Property

If the Contractor causes damage to City property, the Contractor must, at the sole option of the City, either: 1) pay the cost of repair of the damage; or 2) repair or replace any property so damaged. The City has the right to a set-off against its payments to the Contractor under this Contract for the cost of any such repairs All cost to repair or replace any property so damaged will be completed before any final payment can be made to the Contractor by the City.

E. Acceptance of the Work and Right to Occupy Before Completion

1 The City may occupy and use the Project or portions thereof in advance of Substantial Completion and Acceptance of the Project In the event that the City desires to exercise partial occupancy and use prior to Substantial Completion and Acceptance of the Work, the Commissioner will provide written notice to the Contractor, and the Contractor will cooperate with the Commissioner in making available for the City's use such project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the City desires to occupy and use the space or spaces, the Contractor will make every reasonable effort to complete that Work

2 When the Commissioner determines that the City will use all or part of the Project before Substantial Completion, the Commissioner will determine:

a The responsibility between the City and Contractor for maintenance, repair, furnishing of utilities and the protection of the public (if required) for that part of the Work to be occupied,

b The list of items remaining to be performed before the Project or portion thereof to be occupied will be substantially complete;

c. Whether any types of insurance will be needed by the Contractor; and

d The effect of the City's use before Substantial Completion and Acceptance of the Work on required guarantees and warranties.

F. Project Completion and Final Acceptance

1. When the Contractor deems the Work to be complete, the Contractor must notify the Commissioner, in writing, that the Work will be ready for an inspection and/or test on a date specified by the Contractor. Such notice is given at least 15 calendar days in advance of said date. If the Commissioner concurs that the Work will be ready for inspection or testing on the date given, the Commissioner will make such inspection within a reasonable period of time The scheduling of the inspection to determine whether the Work is complete does not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor must cooperate in all respects in the scheduling and performance of the inspection.

2. Final Payment at Final Completion and Acceptance of the Work: Unless expressly stated otherwise in Book 2, Book 3 or Book 4, final payment will be paid when all Work, including Punch List Work, is complete and the Contractor submits to the Commissioner, within 180 calendar days or sooner from the Completion and Acceptance of the Work, a sworn affidavit stating the following:

a. All payrolls, invoices for materials and equipment, and all other indebtedness connected with the Work for which the City might in any way be responsible, have been paid or otherwise satisfied;

b All waivers of lien required by the Contract have been provided to the Commissioner;

c. As of the date the affidavit is signed, all known claims made by Subcontractors of any tier, and others against the Contractor, the City, any agents or representatives of the City, pertaining to the Work required under this Contract, were provided, in writing, to the Commissioner;

d All claims made by Subcontractors of any tier, and others against the Contractor

or the City pertaining to the Work required under this Contract have been resolved;

e. The warranties and guarantees required by the Contract have been provided to the Commissioner;

f All warranties and guarantees are in full force and effect;

g. The surety's written consent, signed by its authorized representative, to final payment being made directly to the Contractor is attached to the affidavit;

h. The Contractor agrees that acceptance of final payment will constitute a general release to the City, its agents, representatives, officials and employees of all other claims of liability for anything done or furnished or relating to the Work or for any act or neglect of the City or its agents, representatives, officials and employees relating to or connected with this Contract;

i Record documents, including but not limited to As-Built Drawings, record shop drawings and Operation and Maintenance manuals have been provided to the Commissioner;

j All other documents requested by the Commissioner have been provided; and

k. A Final Certificate verifying wages and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form:

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

Signature and Title

Name Title
Authorized Officer
Contractor:_____
Project:_____

The Final Payment to Contractor signifies the City's Final Acceptance of the Work.

V. SHOP DRAWINGS, PRODUCT DATA, RECORDS AND SAMPLES

A. Contractor's Responsibilities and Submittal Procedures

1. At the direction of the Commissioner, Shop Drawings, Product Data, and Samples are part of the Work under this Contract and must be provided to the satisfaction of the Commissioner at the expense of the Contractor.

2 The Contractor must submit to the Commissioner such Shop Drawings, Product Data, and Samples required for the Work involved under this Contract in accordance with the Schedule

3 The Schedule must include a schedule of proposed submittal dates. The dates listed in the schedule must allow sufficient time for review and processing by the City and re submittal, if necessary, of Shop Drawings or other data before the Work represented by Shop Drawings and Samples is needed by the Contractor to complete its performance under this Contract. No extensions of time will be granted to Contractor because of its failure to have Shop Drawings, Samples and Product Data submitted in time to allow for review, re submittal and final review. Contractor must also submit a separate submittal schedule (in table format), in addition to the Schedule, identifying all submittal with submittal dates to the Commissioner for review and approval.

4 The Contractor must prepare and submit proper Shop Drawings, Samples and Product Data in accordance with its contractual obligations By submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, field conditions and quantities, and that it has checked and coordinated the information contained within submittal, including its Subcontractors' Submittal, with the requirements of the Work and of the Contract Documents.

5 All Shop Drawings, Product Data and Samples must be dated and stamped by the Contractor and indicate that the submittal has been reviewed and checked prior to submittal and found to be in conformance with the Contract Documents. All submittal shall be transmitted to the Commissioner. The Contractor must clearly mark on each Shop Drawing, Product Data and Sample, in accordance with the following for purposes of identification and record:

SUBMITTAL IDENTIFICATION

Name of Project.

Contract Name and Number._____

Date of Submittal:_____

Submittal Number:_____

Re submittal Number:_____

Identification of Deviations from Contract Documents:_____

Specification Section, Page, and Paragraph No. and/or Drawing No.: _____

Type of Material and Manufacturer: _____

Applicable Standards such as ASTM numbers. _____

CHECKED AND SUBMITTED IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS:

Contractor _____

By: _____ Date _____

6. Shop Drawings must be submitted with accurate dimensions. The Shop Drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Cross-section drawings must indicate minimum clearances and all other pertinent data Dimensions must be expressed in feet and inches Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown All weights and dimensions must be certified prior to submission for review.

7. The Commissioner's review and acceptance of Shop Drawings in no way relieves Contractor from responsibility for errors or omissions which may exist in the Work or on the certified Shop Drawings. Where such errors or omissions are discovered, they must be corrected by the Contractor at no additional cost to the City Submittal must be sufficiently complete to allow for proper review. The Contractor must submit all Shop Drawings, Video Tape, Samples and Product Data to the Commissioner for review with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted The Contractor must coordinate Submittal into logical groups or sets to facilitate review of several related items.

8. Any Submittal which in the Commissioner's sole opinion is not complete and in proper form will be returned to the Contractor without review. The Contractor must not submit duplicates or reproductions of any Contract Documents issued by the City as Shop Drawings.

9. Contractor must provide Submittal in the following quantities unless a greater number is specified elsewhere in the Contract Documents, or is required by the Commissioner:

   a Shop Drawings: Submit one (1) reproducible and six (6) prints. (Prints shall be collated into sets.);

   b. Product Data: Submit six (6) copies of product data; and

   c. Samples. Submit four (4) samples.

10. Prior to submitting Shop Drawings, Product Data, or Samples, the Contractor must notify the Commissioner in writing of any deviations in the Submittal from the requirements of the Contract. If deviations from the Contract requirements are rejected by the Commissioner or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

B. Review by the Commissioner

1. Submittal will be reviewed by the Commissioner for compliance with the Contract Documents. In reviewing the Submittal, the Commissioner will not verify dimensions and field conditions. Any such review does not relieve the Contractor, Subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents, nor does it relieve them from responsibility for (i) errors of any sort in Shop Drawings, Samples and Product Data, (ii) responsibility for proper fitting of the Work, or (iii) the necessity of furnishing any Work required by the Contract documents which may not be indicated on Shop Drawings when reviewed. The Contractor is solely responsible for any quantities which may be shown on the Shop Drawings The Commissioner's review of a specific item does not indicate approval of an assembly of which the item is a component.

2. The Contractor must not fabricate products, begin Work, order or have delivered any material, equipment or system which requires a reviewed Submittal until return of the Submittal from the Commissioner with a stamp authorizing Work and/or delivery and installation to be performed, as described in Paragraph 3., immediately below.

3. The Commissioner will return submittal stamped as follows:

   a. "No Exceptions" means no changes need be made on the reviewed Submittal. The Contractor may proceed with the Work for that Submittal Re-submittal is not required

   b "Exceptions as Noted" indicates that the Submittal is accepted subject to the

corrections and/or comments noted. The Contractor may proceed with the Work for that Submittal provided that the Contractor incorporates the Commissioner's comments, and/or corrections. Re submittal is not required.

c. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. The Contractor must resubmit in accordance with the reviewer's comments and/or corrections. Submittal marked in this manner must not be released for fabrication, delivery or construction.

4 If the Submittal requires revision, the Contractor must notify the Commissioner and all pertinent Subcontractors, in writing, that the reviewed set has been withdrawn.

5. Submittal that require revisions must be corrected and resubmitted to the Commissioner to maintain the approved CPM schedule, but in no event more than three (3) days after receipt of the Commissioner's comments.

6. Shop Drawings: After review by the Commissioner, one reproducible stamped by the Commissioner as previously described in Paragraph 3.above will be returned to the Contractor.

7 Submission and Review of Samples: In the event that a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, a sufficient number of Samples of the specified materials must be furnished by the Contractor to indicate the full range of such characteristics which will be present in the finished products Any product delivered or erected without submittal and review of full range Samples shall be subject to rejection. Each tag or sticker shall have clear space for the stamps of the Contractor and Commissioner. Notice of the result of the review will be provided to the Contractor with one of the stamps indicated in Paragraph 3. above Rejected samples will be returned. Accepted samples will be retained by the Commissioner and become the property of the City. Where color samples are required to be submitted, color samples must be submitted on the actual material which will finally be installed in the Work.

8. Product Data: After review by the Commissioner, two (2) sets of product data stamped by the Commissioner as previously described will be returned to the Contractor

C. Source of Materials

Contractor shall notify the Commissioner in writing as soon as possible after the Contract has been awarded, but not less than three (3) weeks prior to the need for inspection and testing of the source (or sources) from which Contractor expects to obtain the various construction materials. The source of supply of each material used shall be approved by the Commissioner before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commissioner, the Contractor shall furnish materials from other approved sources.

D. Record Documents

At Substantial Completion, the Contractor must deliver to the Commissioner, in suitable transfer cases clearly marked "Record Documents," all As-Built Drawings, record Shop Drawings, Product Data, instructions, parts list, and operations and maintenance manuals arranged in proper order and indexed

E. As-Built Drawings

1 As the Work progresses, the Contractor and the Subcontractor for each trade or division of work, under the direction of the Contractor must keep a complete and accurate record of the following·

a. Changes between the Work as shown on the Contract Drawings and the Shop Drawings indicating the Work as actually installed;

b. The specific location of all infrastructure elements, including piping, valves, ductwork, equipment, driveways, catch basins, sewer lines, waterlines, water mains, and other such elements which were not accurately located or changed location or elevation from that shown on the Contract Drawings; and

c Equipment schedules indicating manufacturers' names and model numbers installed.

2 Changes must be neatly and correctly recorded daily on full size prints of the Contract Drawings updated daily. This record set of Contract Drawings must be kept at the job site for inspection by the Commissioner. Upon completion of the Work, the Contractor shall submit a final set of full-size prints to the Commissioner for review and acceptance.

3. At the time As-Built Drawings are delivered to the Commissioner, the Contractor and each Subcontractor shall certify, in writing, that the As-Built Drawings are complete and accurate.

F. Record Shop Drawings and Product Data

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

2. Contractor must furnish 10 record copies of Product Data in loose leaf binders Loose leaf binders must be subdivided by submittal numbers and must contain an index of all items.

G. Instructions, Parts List and Operation and Maintenance Manuals

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

2. The Contractor must submit suitable operating instructions for each major component of equipment and its controls Instructions must include a schematic diagram accurately showing equipment and controls as installed. Included with each diagram must be a set of simple operating instructions stating how the system shall be stopped and started, what adjustments are to be made by the operator, and what to do in case of an emergency. Five (5) copies of proposed instructions must be submitted to the

Commissioner for review and acceptance Upon acceptance, the Contractor must post applicable instructions as directed by the Commissioner.

3 The Contractor must submit maintenance data prepared by the manufacturer of each major component of equipment and its controls. Data must include complete parts list, itemized lists of common purchase items of materials (e.g., bearings, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation, recommended routine and inspection maintenance, including testing recommendations to evaluate efficiency of performance, lists of special tools and gauges, lubricating instructions, and recommended spare parts lists, tolerances and clearances required for maintenance, and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. Five (5) copies of the proposed maintenance data must be submitted to the Commissioner for review and acceptance.

H. Adjustment of Equipment,

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

I. Project Account Records

1. Project Data and Records

   a. The Contractor and each Subcontractor must keep an accurate record showing the names, occupation, and the actual hourly wages paid to all laborers, workers and mechanics employed by them in connection with the Work. Such record must be open at all reasonable hours to the inspection of the Commissioner and to the Director of Labor of the State of Illinois and his/her deputies and agents. The Contractor also must furnish the Commissioner and the Chief Procurement Officer with certified copies of the payrolls.

   b. The Contractor must furnish to the Commissioner upon request a written statement, verified by affidavit, giving the names and addresses of all persons, firms and corporations who have up to the date thereof furnished labor or materials in the performance of the Contract and the amounts due or to become due to said parties.

   c. The Contractor and all Subcontractors must furnish the Commissioner with such information as the Commissioner may require relating to labor and materials, including all information necessary to determine the cost of the Work, such as the number of workers employed, their pay, the distribution of labor into Work items, equipment time distribution and any other information which the Commissioner may require. The Contractor must, on request, furnish the Commissioner with copies of delivery tickets and invoices, in triplicate, covering the expenditures on the Contract.

2 Audits

   a. The Contractor must furnish to the Commissioner such information as may be requested relative to the progress, execution, and cost of the Work. The Contractor must maintain complete records showing actual time devoted and costs incurred. The Contractor must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to

record properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in the connection with the Work for seven (7) years after final payment. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout

b. All books and accounts, kept by Contractor, in connection with the Work must be open to inspection and audit by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Work and must retain them in a safe place and make them available for inspection and audit for at least seven (7) years after final payment. No provision in this Contract granting the City right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

c. 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 also some or all of the cost of the audit, as follows:

(1) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the 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;

(2) 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.

d Failure of Contractor to reimburse the City in accordance with Section A or B above is an event of default under this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3. Confidentiality: All of the reports, information, or data, prepared or assembled by or provided to the Contractor under this Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, information, or data, to any other individual or organization, without the prior approval of the Commissioner. This requirement will survive expiration or termination of this Contract.

VI. ASSIGNMENT

A. Assignment of Contract by Contractor

The Contract will not be assigned, in whole or in part, without the prior written consent of the Chief Procurement Officer. Such consent of the Chief Procurement Officer will not relieve the Contractor from any obligations hereunder, or in any other way change the terms of this Contract.

B. Assignment of Funds or Claims by Contractor

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

C. Assignment of Contract by City

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

D. 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.

E. Request to Subcontract

All requests to subcontract must be accompanied by three (3) copies of a written subcontract agreement which sets forth the scope of services to be subcontracted, the lump sum or unit price for such services and the signature of the subcontracting parties. Proposed subcontractors shall not commence Work on any portion of the Project without prior written approval by the Chief Procurement Officer.

F. Collateral Assignment:

"The Contractor must require each of its Subcontractors (including materialmen) to consent to a collateral assignment to the City of its respective contract with Contractor, which assignments the City may at its sole option accept if Contractor defaults under this contract and if the City chooses to complete the Project using them. The performance and payment bond required under this specification must include the following rider:

RIDER
TO
CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

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

VII. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS

A. Standard of Performance

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

B. Correction of Work

1. The Contractor, upon discovery of any defective or non-conforming Work, or when directed in writing by the Commissioner, must promptly re-perform, correct or remove all Work identified to be defective or as failing to conform to the standards set forth in, or any requirement of the Contract Documents, whether or not completed. The Contractor must bear all costs of correcting such defective or non-conforming Work, including costs associated with removing any defective or non-conforming Work, replacing such defective or non-conforming Work with non-defective, conforming Work and any compensation for any additional equipment, materials and/or services made necessary by such removal and replacement.

2. If the Contractor does not proceed with re-performance, correction or removal of such defective or non-conforming Work after written notice from the City within the time period designated by such notice, the City may correct or remove it and may store the materials and/or equipment at the expense of the Contractor, then complete the corrective Work. If the Contractor does not pay the costs incurred for such removal, storage and correction within 10 days after receipt of written notice from the City of the amount of such costs, the City may upon 10 additional days' written notice, sell any such materials and/or equipment at an auction or at a private sale and will account for the net proceeds thereof, after deducting all the costs borne by the Contractor, including compensation for the City's additional services. If such proceeds of sale do not cover all costs for removal and correction of the Work, the difference will be charged to the Contractor with a deduction of any amounts due the Contractor, and an appropriate Contract modification shall be issued. If the payments thereafter due the Contractor are not sufficient to cover such amount, the Contractor must pay the difference to the City, or the City may deduct the amount from any other funds due to the Contractor, including, without limitation, any amounts due under any other contract between City and Contractor.

3. Any work done without lines and grades or beyond the lines shown on the drawings or any work performed outside the scope of the Contract, without the prior written consent or direction of the City, is not authorized and is performed only at the sole expense of the Contractor. Upon direction of the City, work so done must be removed or replaced and those areas restored to their previously existing state at the Contractor's sole expense.

4. Neither the determination of Final Completion and Acceptance of the Work, nor payment, nor any provisions in the Contract Documents will relieve the Contractor of responsibility for defective or non-conforming Work, faulty materials, equipment or workmanship, and unless otherwise specified, the Contractor must remedy any defects due to the foregoing and pay for any damage to the Work or other property resulting from defective or non-conforming Work, or faulty materials, equipment or workmanship throughout the Guarantee Period, as defined in Section VII.E., "Guarantees," below, or

such other period of time afforded by industry custom or law, whichever is longer The City will give Contractor written notice of such observed defects with reasonable promptness.

C. Materials and Equipment

1. Quality of Materials: Unless otherwise specified in the Contract Documents, all materials used for the Project must be new and must be used in such a manner as to produce completed Work which is in conformance with the Contract Documents and acceptable in every detail to the Commissioner. Only materials which conform to the requirements of these specifications are incorporated or used in the Work. In the absence of a definite specification, materials must be the best of their respective kind with properties best suited to the Work required.

2. Materials Inspection and Responsibility. Before any material is incorporated into the Work, the Contractor must submit a "Request for Materials Inspection" to the Commissioner. The Contractor is solely responsible for submitting the requests, with sufficient time for the City to conduct its inspection. The Contractor is not entitled to payment for uninspected materials. The City has the right to inspect any material to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. By performing any tests or accepting any materials, the City in no way relieves the Contractor of any of its obligations or responsibility under this Contract. Materials, components or completed Work that does not comply with the Technical Specifications and other requirements of this Contract may be rejected by the City and must be replaced by the Contractor at no additional cost to the City. Following receipt of notice from the City that such materials or components have been rejected, any materials or components so rejected must be promptly removed from the premises of the City at no additional cost to the City.

D. Substitution of Materials

1. Request for substitution will be considered in cases of product unavailability or other conditions beyond the control of the Contractor.

2. Each request for substitution must be submitted separately and must include.

   a. Complete data substantiating compliance of proposed substitution with requirements stated in the Contract Documents,

      (1) Product identification, including manufacturer's name and address

      (2) Manufacturer's literature identifying:

         (a) Product description

         (b) Reference standards

         (c) Performance and test data

      (3) Samples, as applicable

      (4) Names and address of similar projects on which the product has been used, and date of each installation,

         (a) Itemized comparison of the proposed substitution with product specified which list significant variations;

         (b) Data relating to changes in construction schedule;

(c) Any effect of substitution on other parts of the Work, any Subcontractors, or any separate contracts;

(d) List of changes required in other Work or products;

(e) Accurate cost data comparing proposed substitution with product specified, including the amount of any net change to Contract price;

(f) Designation of required license fees or royalties, and

(g) Designation of availability of maintenance services, sources of replacement materials.

3. The Contractor warrants and represents that in making a formal request for substitution that.

   a The proposed substitution is equivalent to or superior in all respects to the product specified;

   b. The same warranties and guarantees will be provided for the substitute as for the product specified; and

   c. The Contractor will coordinate the installation of accepted substitutes into the Work and will make such changes as may be required for the Work to be complete in all respects.

4 If evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty that the proposed substitution or deviations will provide a quality or such at least equal to that attainable by the specified product, the Commissioner may reject substitution or deviation without further investigation.

5 The Commissioner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Commissioner will not approve proposed substitutes as equal to items specified which, in the Commissioner's opinion, would be unharmonious, or otherwise inconsistent with the character, quality or design of the Project.

6. Any additional cost, or any loss or damage, arising from the substitution of any material or method for those specified shall be borne by the Contractor, including the cost for damages incurred by other contractors notwithstanding approval or acceptance of such substitution by the Commissioner, unless such substitution was initiated by the written request or direction of the Commissioner.

7 The investigation review and approval of substitute materials requires a minimum of 30 days beyond that required for specified routine items. The Contractor agrees that no request for a delay or disruption will be allowed whether or not the substitution is granted.

8. Approval by the Commissioner of a substitution of material must be given pursuant to a Contract modification as required in Article XIV., "Changes in the Work."

E. Guarantees and Warranties

1. All Work furnished under this Contract will be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a period of one year after Final Completion and Acceptance of the Project, except as otherwise specifically specified in other parts of the Contract Documents, or within such longer periods of time as may be provided by law or provided by the manufacturer.

2 Contractor's Warranties.

a The Contractor's Warranty will be in addition to any Manufacturers' Warranties.

b. The Contractor's Warranty will include the name of the project as designated in the Contract Documents, be signed by an officer of the company having authority to provide the warranty, and state "This document serves as a one (1) year written guarantee for the Work performed, and material and equipment installed on the above referenced project. This warranty incorporates all provisions of the Contract Documents that refer or relate to the guarantee. This warranty is commenced on (Date).

c. During the warranty period, the Contractor will repair and replace at its own expense, when so ordered by the Chief Procurement Officer or the Commissioner, all Work that may develop defects whether these defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material which is repaired or replaced will have the warranty period extended for a period of one year from the date of the last repair or replacement.

d All costs associated with any repair or replacement under this section, including, but not limited to, removal, material, transportation, and reinstallation, shall be borne by the Contractor.

3. Manufacturer's Warranties

a. The Contractor will:

(1) ensure that all required Manufacturer's Warranties pass through to the City.

(2) submit all applicable Manufacturer's Warranties to the Commissioner, and ensure that all warranty forms have been completed in the Department's name and registered with the appropriate manufacturers.

b Repairs and replacements made by the Contractor, pursuant to Section VII E.3., will include a Manufacturer's Warranty, if standard with the Manufacturer, in addition to the Contractor's Warranty.

VIII. PERSONNEL

A. Competency of Workers

The Contractor must employ only competent and efficient laborers, mechanics or artisans, as demonstrated by completion of a specific training program, or a demonstrated project experience, and with any agreements or regulations of any kind at any time in force among members of any trade or craft associations, unions or councils that regulate or distinguish what work is or is not included in the Work of particular trade. Additionally, whenever, in the opinion of the Commissioner, any worker is careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the Commissioner, remove such worker from the Work The Contractor must not permit any person or worker to enter any part of the Work or any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances

B. Supervision and Superintendence

While Work is in progress, either by Contractor labor force or subcontractor, the Contractor must have a full-time, experienced and qualified superintendent assigned to the Work. The Contractor must superintend the Work and shall have a competent superintendent at the jobsite at all times with authority to act for Contractor as the contact person with the Commissioner.

C. Contractors Project Personnel

No separate payment will be made to the Contractor for the cost of personnel Such costs are included in the Contract Price.

D. Key Personnel

Upon award of the Contract, the Contractor will submit a project staff organization chart which includes the names and resumes of employees in key positions for this Project. All employees in key positions must be approved by the Commissioner. Key personnel assignments are designated in the JOC General Conditions.

E. Prevailing Wage Rates

1 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, mechanics, and other workers performing Work under this Contract.

2. Contractor's attention is called to the generally prevailing hourly rate of wages, as determined by the Illinois Department of Labor which are bound in Book 2 of these specifications and which are hereby incorporated into the Contract Documents. These wage rates are also the prevailing wage rates for the City of Chicago, as determined by the City's Office of Emergency Management and Communications, as of the date of publication of these specifications.

3. The wage rates set forth in these specifications were the rates in effect at the time these specifications were issued. In the performance of the Work, however, Contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Department of Labor, at the time the Work is performed. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply to this Contract from the effective date of such revision, provided, however that such revision shall not entitle Contractor to any increased compensation under the terms hereof.

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

IX. PERMITS AND LICENSES

1 Wherever the Work under this Contract requires the obtaining of permits from the City of Chicago or other public authorities, triplicate copies of such permits are furnished to the City by the Contractor before the Work covered thereby is started. NO WORK IS ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.

2. Permits required from the Metropolitan Water Reclamation District of Greater Chicago,

the Illinois Environmental Protection Agency, IDOT Division of Water Resources, the U.S Coast Guard and the U.S. Army Corps of Engineers will be obtained by the City at no cost to the Contractor

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

4, If a highway permit bond was posted, it must remain in effect for at least five years from the date of permit issuance.

X. COORDINATION WITH OTHER CITY DEPARTMENTS

A. Water System Work and Usage

If water from a City hydrant is necessary for the execution of the Work, the Contractor will be required to obtain a hydrant permit from the City's Department of Water. Contractor shall obtain a permit from the Department of Water of the City of Chicago for any construction, repair or adjustment of any water main, branch or service connection. Requests for Permits shall be made at the **Department of Water Management, City Hall, 121 North LaSalle Street, Room 1111, Chicago, Illinois 60602; 312-744-7060.**

B. Sewer System Work

1. The construction, repair, adjustment or cleaning of any subsurface structure designed to collect or transport storm and/or sanitary waste water, either in private property or in the public way requires a permit issued by the Department of Water Management Requests for Permits shall be made at the **Department of Water Management (Sewers and Drains), 333 S. State Street, Room 410, Chicago, IL 60604-3971 312-747-8117.**

2. The Department of Water Management permit must be obtained by a licensed drainlayer. A licensed drainlayer is a person possessing a current sewer and drain license issued by the Department of Water Management.

3. Project plans must be submitted to the Department of Water Management sufficiently in advance for examination and review. Plans meeting the Department of Water Management requirements must be submitted with the application for permit at least four (4) days prior to the issuance of permit. When applying for a permit, the Contractor must submit three (3) sets of plans which show all new underground sewer Work inside and around the project with a clear site or location plan together with the estimate of quantities for sewer sizes and sewer structures to be installed

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

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

C. Traffic Control

When it becomes necessary for the Contractor to close a street, in whole or in part, it shall make arrangements with the Department of Transportation, Bureau of Inspections, Construction Compliance Section (Public Way Permits), Room 903, City Hall, Chicago, Illinois 60602, at least two weeks in advance of such closure. The Bureau of Inspections may issue a permit, partially closing a street and setting forth the requirements regarding the furnishing, placing, maintaining and removing of signs, lights and barricades, the furnishing of flaggers, and other provisions for the safe handling of traffic during the use of said street by the Contractor.

D. Construction Work Within Public Way

In order to perform any construction work within the public way, the Contractor must provide a letter of credit in an amount as required by the Commissioner, with a minimal amount of $5,000. In addition, any constructing or reconstructing sidewalks, driveways, curb and/or curb and gutter, alleys or finished concrete pavement requires a permit from the Bureau of Traffic in accordance with Chapter 10-20 of the Municipal Code of Chicago. If the Contractor is not licensed as a sidewalk Contractor, before any permits for the work can be issued, it will be necessary to submit written evidence to the Director of Construction Compliance, Bureau of Inspection, that a licensed sidewalk contractor will perform such Work on behalf of Contractor. Contact the **Department of Transportation, Division of Infrastructure Management, City Hall, Room 903,121 N. LaSalle Street, Chicago, Illinois 60602; (312-7441-4656).**

E. Parking Meter Removal and Replacement

1. **The City will remove and reinstall any** parking meters as may be required. However, the Contractor shall pay all fees required by Section 9-68-050 of the Municipal Code of Chicago. The Contractor must advise the Department of Revenue, Parking Operations, in writing, of the location and meter number of those meters to be removed, at least five (5) business days prior to the date needed for the removal As soon as the date is known, the Contractor must also advise the Department of Revenue, Parking Operations, in writing, of the date when meters may be reinstalled. Contact the **Department of Revenue, Street Operation, 2735 North Ashland, Chicago, IL 60614; (312) 742-6979, fax (312) 645-08111 Attention: Manager on Street Parking.**

2. The Contractor shall not remove any parking meters without the express written consent of the Commissioner. If the Contractor violates this provision, (a) the Contractor recognizes and agrees that the City will suffer damages as a result, including but not limited to the costs incurred by the City in tracking, retrieving, and repairing damage to the parking meters, costs that are difficult to ascertain, and (b) the Contractor agrees that it shall be liable for liquidated damages in the amount of $350.00 for each parking meter removed by the Contractor, which amount shall be deducted from any amount(s) due or that may become due the Contractor. Contact the **Department of Revenue, Street Operation, 2735 North Ashland, Chicago, IL 60614; (312) 742-6979, fax (312) 645-0811; Attention: Manager on Street Parking.**

F. Traffic and Parking Sign Removal and Replacement

The City will remove and re-install any traffic and parking sign(s) as may be required, however, the Contractor will be responsible for all fees relative to the removal and replacement of all of the City's traffic and parking signs. The Contractor must inform the Bureau of Signs and Markings, in writing, of the location of each sign to be removed and

specify its distance from the property line of the nearest cross street Each sign legend must also be stated. This information must be provided at least five (5) days prior to removal. The Contractor must also inform the Bureau of Signs and Markings, in writing, of when signs may be reinstalled as soon as this date is known. Contact the **Bureau of Signs and Markings, 3458 S. Lawndale, Chicago, Illinois, 60623, Division of In House Construction.**

G. Trees

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

2. The Bureau of Forestry requires 48 hours notice before starting Work for all activities with the exception of tree planting, which requires two (2) week's prior notice. To obtain tree planting permits, two (2) copies of the site plan must be presented to the Bureau for its review and approval. A Bureau representative must also assist in the selection of those trees to be planted in the public way. Tree planting standards and specifications are outlined in the Bureau of Forestry's "Manual of Tree Planting Standards" which is available upon request from the Bureau of Forestry.

H. Bridges, Viaducts, or Publicly Owned Structures

Prior to construction, any proposed Work within 50 feet of any existing bridge, viaduct, or publicly owned structure will require a permit from the Commissioner of Transportation. There is no fee for this permit. The permit must be obtained from the **Department of Transportation, Division of Infrastructures Management, Construction Compliance, City Hall, Room 903 121 North LaSalle, Chicago Illinois 60602; (312-1744-4656).**

I. Demolition

If demolition of a structure or removal of an underground storage tank is required during construction, the Contractor shall obtain a permit and pay the required fee as set forth in the Municipal Code of Chicago and its amendments to date. The permit must be obtained from the **Department of Buildings, City Hall, 121 North LaSalle Street, Room 800, Chicago, Illinois 60602; (312-744-3400).**

J. Provisions Relating to River Traffic

When execution of a contract requires Work to be done over and/or under the Chicago River, marine regulations shall be complied with in every way, so that river traffic may be protected. Special care shall be used to avoid obstruction of the river. In the event the Contractor finds it necessary to obstruct the river at any time, he shall advise the Commissioner, through the office of the Chief Bridge Engineer, who will make the necessary inquiries of the proper waterway officials, so that the Contractor can schedule its work without interfering with the movement of vessels. Contact the **Department of Transportation, Division of Infrastructures Management, Construction Compliance, City Hall, 121 North LaSalle Street, Room 903, Chicago, Illinois 60602; (312-1744-4656).**

XI. SCHEDULE

A. Time

1 The date for commencement of the Work is the date set forth in the Work Order. The Contractor must provide to the Commissioner a schedule for the performance of the Work which complies in all respects with the Contract Documents, within Work Order Time. The schedule may be used as a means of determining the progress of Contractor's performance of the Work, but neither the provision of the schedule to the City, nor the City's acceptance or use of the schedule, acts in any way to relieve Contractor of any of its obligations under the Contract.

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

B. Progress Schedule

1. The Contractor must begin performance of the Work and prosecute the same with all due diligence, so as to complete the entire Work under the Work Order within the Work Order Time stipulated. The Contractor must, when necessary, use overtime, multiple shifts, weekend and/or holiday work to maintain the approved schedule at no additional cost to the City.

2. Except when otherwise specified by the Commissioner, the Contractor must provide the progress schedule ("Schedule") for the Work in bar chart format.

3. The Commissioner's approval of the Contractor's Schedule is done for the sole purpose of insuring that all scheduling documents prepared by the Contractor are in conformance with the Contract requirements. This approval does not relieve the Contractor of the responsibility for the means, methods, procedures and sequence of the construction process nor does it provide any entitlement to additional funds for Work completion in a period that is less than the Work Order Time.

4. Daily Progress Reports If directed by the Commissioner, the Contractor and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work, including in the report the number of workers and the classification of the trades involved, equipment used and any pertinent information regarding possible delays in the Work.

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F. Time for Completing Punch List

1. TIME IS OF THE ESSENCE IN CLOSING OUT THE WORK, and Contractor must

begin work immediately after receipt of a list of minor miscellaneous or finishing work known as "Punch List Work" Failure of the Contractor or its Subcontractors to begin the Punch List Work within three (3) days of receipt of the Punch List is an event of default

2 The Contractor must diligently prosecute the Punch List Work once begun and complete it within 10 days from receipt of the punch list. If the Contractor fails to complete Punch List Work within the 10 day time period, the Contractor must pay the liquidated damages set forth for "Punch List Work" in Article V. of the JOC General Conditions.

3. If liquidated damages are assessed, they will be added to the previously determined liquidated damages assessed at the time of Substantial Completion or beneficial occupancy of the Contract.

G. No Damages for Delay and Extensions of Time

1. Should the Contractor be delayed in the commencement, prosecution or completion of the Work by any act of the City, including but not limited to a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the City, or by order of the City, or anyone employed by or acting on behalf of the City, or by any cause beyond the Contractor's control, none of which are due to any fault, neglect, act or omission on Contractor's part, then, Contractor's relief is limited to an extension of the Work Order Time that is no greater than the duration of any such delay. Such extension of time releases and discharges the City, its employees, agents and representatives from any and all claims for damages of whatever character, including but not limited to, disruption, changes in sequence, interference, inefficiency, direct or indirect cost claimed by the Contractor on account of the aforesaid or any other causes of delay.

2 The Contractor must give the Commissioner written notice of any such delay within five (5) calendar days of the Commencement of such delay. Consideration of a time extension for events beyond the reasonable control of the Contractor will be made if the delay directly impacts the schedule for completion of the Work. Events considered to be beyond the reasonable control of the Contractor are limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, freight embargoes, or weather significantly more severe than the norm, provided that the listed causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor took reasonable precautions to prevent delays owing to such causes.

3. Unless otherwise provided in the Contract Documents, the Work Order Time is based on normal weather conditions and an extension is granted for weather significantly more severe than the norm, only if the Contractor demonstrates to the satisfaction of the City that any delay in the progress of the Work was due to such weather. The basis used to define normal weather will be the "normal" data as compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration in their most current report entitled "Local Climatologically Data, Annual Summary with Comparative Data" for the month for which the time extension is sought The effects of weather less severe than the norm may be taken into account in considering the Contractor's requests for time extensions for the effects of more severe weather.

4 No extension of time is granted under this Section for any delay if the delay was caused by the action or inaction of the Contractor, including, but not limited to, the fault or negligence of the Contractor or its Subcontractors, or for which any remedies are

provided for by any other provision of the Contract.

5 The grant of an extension of time pursuant to this Section XI.G , "No Damages for Delay and Extension of Time," shall in no way constitute a waiver by the City of any rights or remedies existing under this Contract, at law or in equity.

6. Any claim for extension of time is made in writing to the Commissioner not more than 10 calendar days after the commencement of the delay, otherwise the claim is waived. Any claim for extension of time (1) states the cause of the delay; (2) specifically demonstrates the impact of the delay on the Contractor's schedule, and (3) states the number of extension days requested If the cause of the delay is continuing, only one claim is necessary, but the Contractor must report, in writing, the cessation of the cause for the delay within 10 days after such termination. Any claim for extension of time that does not comply with this provision is a waiver by the Contractor of its rights to any such extension.

7 After receipt of a timely and properly completed request for a time extension, the City may (1) grant a time extension for the entire length of the delay; (2) grant a time extension for a portion of the extent of the delay; or (3) deny the time extension.

8. If the Contractor does not agree with the City's decision on a claim for time extension, the Contractor may appeal the ruling to the Chief Procurement Officer under Article XX., "Claims and Disputes," provided that the Contractor has complied with the notice requirements provided in these Terms and Conditions for Construction.

H. Suspension of Work

The Commissioner has authority to suspend the Work wholly, or in part, for such period of time as the Commissioner may deem necessary due to conditions unfavorable for the satisfactory prosecution of the work, or to conditions which, in the Commissioner's opinion, warrant such action or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract. No additional compensation will be paid to the Contractor because of any costs caused by such suspension when the suspension is ordered for reasons resulting from any action or omission on the part of the Contractor or is related to utility adjustments, railroad work, work by other contractors on or near the Work covered by the Contract, or unforeseeable weather conditions.

I. Liquidated Damages

1 If the Work is delayed, the Contractor is liable for liquidated damages for every day the Substantial Completion Date or a milestone completion date that provides for liquidated damages is not achieved, provided that such delay is not the result of a justifiable cause permitted pursuant to Section XI.G.2. The specific amount of liquidated damages for which the Contractor is liable is set forth in The JOC General Conditions Article V

2 The City will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor. If said moneys are insufficient to cover said damages, then the Contractor or its surety must pay the amount due Nothing herein contained is construed as limiting the right of the City to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the City for improper performance hereunder, repudiation of the Contract by the Contractor, failure to begin work on the date of commencement or failure to perform the Work with adequate forces, equipment or materials or other resources, or breaches in any other respect, including but not limited to defective

workmanship or materials. In addition to liquidated damages for failure to meet any milestones, the Contractor is liable to the City for any other damages sustained as the result of the Contractor's refusal or failure to perform the Work.

3. In the event that the City permits the Contractor to continue to perform Work despite the Contractor's failure to meet any milestone date set forth in the Contract Documents, such action in no way constitutes a waiver by the City of any rights or remedies that exist under this Contract, at law, or in equity.

J. Notice of Labor Disputes

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor must immediately give notice to the Commissioner in accordance with Section XXIII.I., "Notice," and must include all available information with respect thereto, to the Commissioner,

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XII. MEETINGS

A. Pre-Construction Meeting

Prior to issuance of the first Work Order, the Commissioner may conduct a Pre-Construction meeting. Representatives of the Contractor must attend. The purpose of the meeting is to establish lines of authority and communication and the identification of duties and responsibilities of the organizations. Discussion will cover specific contract plans, specifications, unusual conditions, schedules of completion, and other features of the Contract. Depending on the complexity of individual Work Orders, it may be necessary to conduct a pre-construction conference to clarify work requirements, work scheduling, and special conditions relative to a Work Order. The Commissioner may conduct additional coordination meetings at his or her discretion,

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C. Monthly Review Meetings

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

1. Review of Work progress since the previous monthly review meeting;
2. Discussion of field observations, problems and decisions;
3. Review of off-site fabrication problems and other problems affecting the schedule;
4 Review of equipment deliveries,
5. Discussion of corrective measures and procedures to achieve the Contract schedule,
6. Review of submittal schedules and effect on the construction schedule,
7. Review of proposed Contract changes and effect on the construction schedule,
8. Coordination requirements,

9 Clarifications and decisions required of the Commissioner,

10 Review of Contractor's forces on the Work, and

11 Review of Project record document status and content.

XIII. PAYMENTS

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B. Procedure for Monthly Payment Requests and Final Payment

1. In cases where the Contractor will proceed to perform and complete the Work properly under the Contract, and if the construction duration of the Work Order is greater than 45 days, progress payment will be processed on a monthly basis unless the amount earned is greater than one million dollars ($1,000,000 00), then payments will be processed twice a month. For Work Orders expected to have a construction duration of 45 days or less, there will be two payments: 1) First payment to be 95% (100% less the 5% retainage) of the value of the Work Order at final acceptance of the Work, and, 2), the second and final payment releasing of the retainage of 5% when the City has conducted a final assessment of the Work Order.

2. An original and two (2) copies of the following submittal must be received by the Resident Engineer prior to processing the monthly Pay Estimates:

   a. Certified Statement. The Contractor must submit a certified statement (signed by the Contractor and notarized) with each Payment Estimate. The statement, in the form designated by the Commissioner, must list the amount earned by each Subcontractor, supplier and the Contractor during the Payment Estimate period and include the following:

      (1) the name and business address of the particular Subcontractor or supplier;

      (2) description of the work performed and/or product supplied;

      (3) indication that the Subcontractor or supplier is an MBE, WBE or a non-certified firm;

      (4) the total amount of the particular subcontract;

      (5) the amount previously paid to the Subcontractor and the dates paid;

      (6) the amount of the monthly payment request you will pay to each individual Subcontractor and/or supplier from payments you receive on the request, and the dates those amounts were invoiced or requested by the Subcontractor or supplier;

      (7) the balance remaining under the subcontract to complete the Work.

   b. Partial Waivers of Lien to Date and Contractor's Affidavit. The Contractor must submit the partial waivers of lien to date and Contractor's Affidavit, in the form designated by the Commissioner, from all Subcontractors and suppliers for which payments were requested and paid by the City in all prior payment estimates. The waivers of lien to date and Contractor's Affidavits must be clearly identified with Payment Estimate number and period covered. The affidavit form must include the Payment Estimate number, period covered, and the total amount invoiced by the Subcontractor and supplier to date.

c. Status Report of MBE/WBE Subcontract Payments. A status report of MBE/WBE/DBE subcontractor payments, as required by Part One of the Contract, must be submitted with each monthly Payment Estimate in the form required by the City

d. Certified Payrolls: Certified payrolls for the payment period must be submitted by the Contractor and all the Subcontractors working on the job site to the Resident Engineer every week All the payrolls must be identified with Contractor's or Subcontractor's NAME, PROJECT DESCRIPTION AND PROJECT, and be sequentially numbered The payroll must be submitted by the Contractor and Subcontractors until all Work by that Contractor or Subcontractor is completed. If there are periods of no Work by a Contractor or Subcontractor, a payroll labeled "NO WORK" must be submitted. The final payroll must be clearly labeled "FINAL". Certified payrolls are required to assure, among other things, EEO compliance and compliance with the City Residency Ordinance requirements for workers, Section 292-330 of the Chicago Municipal Code. Race, Work classification, and gender should be clearly marked for each employee on the certified payroll along with all additional information required by the Chief Procurement Officer. An employee's address should appear every time its name appears on the payroll.

e. The Contractor must submit to the Resident Engineer, with each pay request, Payroll Canvass Reports (PCR's) on Exhibits B and C included in Part One of the Contract Documents. The Contractor must submit the PCR's to indicate its compliance with both the Contract's "Award Criteria Determination" commitments made for each trade in Part One and Chicago Residency Ordinance requirements set forth in Section XIX.S. of the General Conditions. A "Pay Period Canvass Report" must be prepared individually, by the Contractor and by each of its Subcontractors, on Exhibit B to indicate, on a weekly basis, hours of each trade utilized during each pay period by the Contractor and its Subcontractors on the project. A combined "Payroll Canvass Summary Report" will be prepared by the Contractor on Exhibit C to indicate accumulated hours of each trade utilized, to date, on the project by the Contractor and all of its Subcontractors The Contractor must be responsible for the accuracy of information and all arithmetical calculations made in the Payroll Canvass Reports.

f. Schedule Requirement: The Contractor will satisfy all requirements and submissions as described in Section VIII E. "Progress Schedule."

g. In March 2004, the Chicago City Council passed an ordinance requiring the City to report payments to subcontractors and suppliers on the City's website This ordinance applies to all City-funded, construction-related contracts awarded after June 28, 2004 In order to comply with this new ordinance, contractors meeting this criteria will be required to declare subcontractor payments with each invoice submitted. This reports the intended payments from prime contractors to subcontractors and suppliers from the invoice. The Subcontractor Payment Certification Form can be downloaded from the City's website at www cityofchicago org/finance/subcontractorform The information from this form will be recorded in the City's financial system and posted on the City website.

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D. Retainage

1 Pursuant to the Chicago Municipal Code provision entitled Retainage in Title 2, Ch. 2-92, Sect. 2-92-250, the Commissioner shall retain for projects of a construction duration of greater than 45%, ten percent (10%) from the invoice sums approved and due the Contractor up to a total of fifty percent (50%) of the Contract value including approved change orders.

2. After fifty percent (50%) of the Contract value is performed, the Commissioner shall maintain as retention, an amount equal to five percent (5%) of the Contract value, including approved change orders, until Substantial Completion of the Project. Upon Substantial Completion of the Work and compliance with the requirements of Section IX.G 1, three percent (3%) of the total amount of the Contract will be retained.

3. The Commissioner may, at the Commissioner's sole discretion, decline to reduce the retention held and further has the right to increase the amount of the retention withheld if the Commissioner considers the progress of the Work to be inadequate to achieve the Contract Completion Date which would require and justify the assessment of liquidated damages. However, the retainage, which maybe due to the Contractor in accordance with the Contract Documents, will be released by the Commissioner upon Contract Closeout.

E. Payments Withheld

1. The Commissioner may decline a request for payment if, in the Commissioner's sole opinion, the request for payment is not adequately supported. If the Contractor and Commissioner cannot agree on a revised amount, the Commissioner shall process the payment in the amount he or she deems appropriate.

2. The Commissioner, may decline to process any payment or may rescind in whole or in part any approval previously made to such extent as may be necessary in his/her sole opinion because of any failure to perform any obligation under the Contract, including but not limited to:

   a. Failure or refusal to provide the City the required initial schedule for the Work or monthly schedule updates and obtain the City's approval for either or both;

   b. The Contractor's failure to remedy defective Work;

   c Failure of the Contractor to make payments to Subcontractors, or employees, or provide partial waivers of lien; if required

   d. The Contractor's failure to maintain timely progress of the Work as stated in the Contractor's schedule, or the City's determination that the Work will not be completed within the Work Order Time, or Contractor's failure to carry out the Work in accordance with the Contract Documents;

   e Failure to follow the City, State, Federal, or Contract safety and security requirements;

   f. Failure to maintain insurance policies as required by the Contract and/or to provide to the Commissioner each evidence of insurance coverage, in the form of current certificates of insurance, as he or she may require;

   g. Failure to comply with other requirements as referenced in the Contract documents;

   h Failure to provide certified payrolls or other documents required by Section IV F

"Project Completion and Final Acceptance" of the Contract;

i. Failure to provide material inspections as required by the Contract Documents, and

j Failure to provide contract deliverables such as, accurate as-built drawings, record drawings, warranties, guarantees, manuals, etc.

3. Pursuant to Section 2-92-270 of the Municipal Code of Chicago, the Chief Procurement Officer may, in his sole discretion, direct that no further payments be made, or vouchers or estimates issued to the Contractor, if the Chief Procurement Officer determines that Contractor has failed to pay any Subcontractor, employee or worker for Work performed under this Contract. Failure to submit "Status Report of MBE/WBE Subcontract Payment" or "Certified Statement" as required under Section XIII.B may result in a determination that the Contractor has failed to pay its Subcontractor(s). Payment maybe withheld until the Contractor demonstrates, to the satisfaction of the Chief Procurement Officer, that payments to the Subcontractors, employees or workers have been made in full.

4. If the Chief Procurement Officer notifies the Contractor by notice personally served, or by leaving notice at the Contractor's last known place of business, that no further vouchers or estimates will be issued or payments made on the Contract until the Subcontractors, workers, and employees have been paid and the Contractor neglects or refuses, for the period of 10 days after notice was served, to pay such Subcontractors, workers or employees, the Chief Procurement Officer may apply any money due, or that may become due, under the Contract to the payment of such Subcontractors, workers or employees without further notice to the Contractor.

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

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

F. Payments to Subcontractors

The Contractor must pay all Subcontractors and suppliers within 14 calendar days of Contractor's receipt of payment from the City for that portion of the Work if the Subcontractor(s) has satisfactorily completed its Work in accordance with the Contract documents

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H. Night, Sunday and Holiday Work

Whenever the Contractor is permitted to perform work at night, or on Sundays or Holidays, or to vary the period of hours during which any work is carried on each day, he must give written notice to the Commissioner, at least 24 hours in advance, so that proper inspection may be provided. Such work will be done under regulations to be furnished in writing by the Commissioner, and no extra compensation will be allowed therefore.

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J. Payroll Canvass Reports

The Contractor shall submit to the Commissioner, with each pay request, a Payroll Canvass Reports (PCR's) on Exhibits B and C, included in Book 2. The Contractor will submit the PCR's to indicate compliance with both the Contractor's "Award Criteria Determination" commitments made for each trade in Book 2 and the Chicago Residency Ordinance requirements. A pay period canvass report shall be prepared individually, by the Contractor and each of its Subcontractors, on Exhibit B to indicate, on a weekly basis, hour of each trade utilized during each pay period by the Contractor and its Subcontractors on the project. A combined Payroll Canvass Summary Report shall be prepared by the Contractor on Exhibit C to indicate accumulated hours of each trade utilized, to date, on the project by the Contractor and all its Subcontractors. The Contractor shall also be responsible for the accuracy of information and all arithmetical calculations made in the Payroll Canvass Report.

K. Required Submittals for Final Payment

Requests for payment must be submitted to the Project Manager. Payment will normally be made within sixty (60) days following approval of the invoice by the Project Manager. Payments shall be made on inspected and approved Work only. The City will make one payment to the Contractor after Final Completion and Acceptance of the Work, and all Contract requirements for final payment have been satisfied.

1. Refer to Article IV. F. Project Completion and Final Acceptance

2 Additionally the following must be submitted with the final payment request:

   a. MBE/WBE Utilization Report: A status report of MBE/WBE Subcontractor payments, as required by the Contract Documents, must be submitted with the final invoice in the form required by the City; and

   b. Certified Payrolls: Three copies of certified payrolls for the payment period are to be submitted by the Contractor and all Subcontractors working on the job site to the Commissioner every week. All payrolls must be identified with Contractor or Subcontractor's name, Contract name and be sequentially numbered. The payroll shall be submitted by the Contractor and Subcontractors until all Work by that Contractor or Subcontractor is completed. If there are periods of no Work by a Contractor or Subcontractor, a payroll labeled "NO WORK" shall be submitted. The final payroll are clearly labeled "FINAL." Certified are required payrolls to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Chief Procurement Officer. An employee's address should appear every time his or her name appears on the payroll. The Contractor must submit the certified payrolls and additional information regarding EEO and wage compliance by providing a Payroll Summary Report in the form required by the Chief Procurement Officer. The EEO report forms required by the City and U S. Department of Labor must be submitted by Contractor and each Subcontractor, reflecting fully the periods of Work covered by the partial payment request

XIV. CHANGES IN THE WORK

A. City's Right to Change Work

The Chief Procurement Officer and the Commissioner reserve the right to jointly order, in writing, changes in the Work or Work Order Time without prior notice to the Contractor's surety. The Contractor is obligated to perform in a timely manner the changed work included in the Change Order from the Chief Procurement Officer and Commissioner These changes may consist of additions, deletions, or other revisions, at the discretion of the City. The Contractor will begin the changed work upon receipt of a Change Order, signed by the Commissioner, with the prior written approval of the Chief Procurement Officer, issued in accordance with Article III. F. of the JOC General Conditions.

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XV. TESTING & INSPECTION

A. Material, Inspection and Responsibility

The City has the right to inspect all materials, equipment and each part or detail of Work, at any time, to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. The Contractor is responsible for all materials, components and completed Work furnished under this Contract. Materials, components or completed Work not complying with the terms and provisions of this Contract may be rejected by the City and shall be replaced by the Contractor at no additional cost to the City. Any rejected materials or components rejected shall be promptly removed from the premises of the City at no additional cost to the City following receipt of notice from the City that such materials or components have been rejected.

B. Inspection of the Work

1. All materials and equipment and each part or detail of the Work is subject at all times to inspection by the Commissioner or the Commissioner's authorized representatives. The Contractor is held strictly to the requirements of the Contract Documents with respect to quality of materials, workmanship and the diligent execution of the Contract. Such inspection may include mill, plant, shop and field inspection of any material or equipment furnished and any installation and construction under the Contract Documents. The Commissioner or his representatives must be allowed access to all parts of the Work and must be furnished with such information and assistance by the Contractor as may be required to make a complete and detailed inspection.

2. All materials used must be inspected, tested and approved by the Commissioner before being incorporated in the Work. All tests performed by or at the direction of the Commissioner under this Contract are to verify that the materials being provided by the

Contractor meet the Contract requirements The Contractor, at its own expense, may perform or have others perform similar test for the purpose of maintaining the quality of the material being provided. Payment will be solely on the results of the tests performed by the Commissioner. Payment will not be made for uninspected or unauthorized use of materials incorporated into the Work.

3. The Contractor must remove or uncover such portions of the finished Work as the Commissioner may direct before acceptance. After the examination, the Contractor must restore said portion of the Work to the standard required by the Contract Documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering, removing and/or replacing the parts will be paid as extra work, but if the Work so exposed or examined is unacceptable, the expense of uncovering, removing and/or replacing of the same, in accordance with the Contract Documents, will be borne by the Contractor.

4. Except as may be otherwise specified in other sections of the Contract Documents, the Commissioner will make final inspection of all Work included in the Contract as soon as possible after notification by the Contractor that the Work is substantially completed and ready for acceptance If the Work is not acceptable to the Commissioner at the time of such inspection, he or she will inform the Contractor as to the particular defects to be remedied before the Work is accepted as substantially complete.,

C. Materials and Equipment Testing and Inspection

1. The Contractor must provide the Commissioner sufficient notice of placing orders to permit tests to be completed before the materials are incorporated into the Work. The Contractor must afford such facilities as the Commissioner may require for collecting and forwarding Samples and making inspections and test. All Samples must be furnished without charge to the Commissioner. The Contractor must not make use of or incorporate into the Work the materials represented by the Samples until tests have been made and the materials have been found to be in accordance with the requirements of the Contract Documents,

2. For materials which are integral parts of machinery or equipment or of parts of equipment normally stocked by the Contractor or Subcontractor, the Contractor must furnish the original and one (1) copy of certified tests made at the time of production The original will be maintained by the Contractor and the copy by the Commissioner.

3 The Commissioner has free entry, at all times while Work is being performed, to all parts of the manufacturer's works that concern the manufacture of the material or equipment ordered. The Commissioner is permitted to examine all components and subassemblies Assemblies and parts must be numbered for identification. The Contractor must provide the Commissioner with a detailed production schedule prior to the first inspection. After review of the schedule, the Commissioner will inform the Contractor of the methods, extent of inspection, facilities desired and date of inspection, The Contractor will afford the Commissioner without charge, all facilities necessary to determine that the material or equipment furnished are in accordance with the Contract Documents. Test and inspection may be at the place of manufacture prior to shipment.

4 If for any reason, the City elects not to make the tests, the Commissioner may direct the Contractor to make the necessary tests. The Contractor must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to inspect and reject all materials or equipment which were previously inspected and accepted at the place of manufacture or source of supply, after they were delivered to the Work site, if such materials or equipment do not meet the requirements of the Contract

Documents

5 When an inspection trip is terminated due to insufficient materials, unacceptable quality, Contractor labor problems, or Contractor equipment problems, Contractor will pay the City its costs for any additional inspection trip.

6. The Contract Documents may include the cost of travel and living expenses for a specific number of City employees and/or other persons for a specific test The travel and living expenses for the additional City employees or additional person(s) will not be a cost to the Contractor. The manufacturer or Contractor must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to reinspect and reject all materials or equipment, which have been previously inspected and accepted at the place of manufacture or source of supply, after they have been delivered to the site if such materials or equipment do not meet the requirements of the Contract Documents.

7. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standards and methods of the American Society for Testing and Materials (ASTM) and any revisions thereof. In the event that there are no ASTM standards which apply, applicable standard methods of other recognized standardizing agencies will be used. Contractor must provide the name and qualifications of any such standardizing agency to the Commissioner for review and approval.

D. Testing Laboratory Labels

1. All equipment containing electrical wiring must be submitted to the City for acceptance before installation. All electrical components furnished and installed or assembled by the contractor under this Contract must be approved and so labeled by one of the following Testing Laboratories·

   a. Underwriters' Laboratories (UL)

   b. Canadian Standards Association (CSA)

   c. Electrical Testing Laboratory of New York (ETL)

   d Illinois Institute of Technology Research Institute (IITRI)

   e. American Gas Association (AGA)

   f. Factory Mutual Research Corporation (FMRC)

   g. Maintenance and Electrical Testing (MET)

   h. American Research Lab (ARL)

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

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

XVI. CONTRACTOR'S PRACTICES AT SITE

A. Cooperation Among Contractors

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

B. Protection of Persons and Property

1. Protection of Existing Structures and Property:

   a. The Contractor shall avoid causing damage to trees, plant life, sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the City and others, and shall, at its own expense, repair any damage that may be caused by itself or any Subcontractor.

   b. The Contractor agrees that it is responsible for loss or damage by fire or theft of equipment, material, or other property of the City, incurred while such equipment, material or other property is located in any field office or on the site of the Work. The Contractor further agrees that it must repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Commissioner, at no additional cost to the City.

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

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

   e. The Contractor must take such precautions as are necessary to insure the safety of private property owners, lessees, and their invites against injury caused as a result of settlement or displacement of structures. The Contractor must immediately proceed with all shoring or other Work necessary to restore the private property owner's property to a safe condition. If the Contractor fails to undertake such Work within 24 hours after written notice by the Commissioner, the City may proceed to repair or restore any such structure to a safe condition,

and the cost thereof will be deducted from any compensation due, or which may become due to the Contractor

f. If, in the prosecution of the Work, it is necessary to excavate or occupy any street, alley, or public grounds of the City, the Contractor agrees to erect and maintain such barriers, and, during the night time, such lights as will effectively prevent the happening of any accidents or damage to life, limb, or property in consequence of such excavation or occupation of such street, alley, or public grounds The Contractor is liable for all damage occasioned by the Contractor, its agents, employees or Subcontractors of any tier in the excavation or occupation of any street, alley, or public grounds, and shall indemnify the City pursuant to Article XIX , "Insurance."

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

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

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

j. The Contractor must indemnify, save and keep the City harmless from any damage due to settlement or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjacent and adjoining structures and their premises. Contractor's indemnity obligation must survive the expiration or termination of this Contract and must include and apply to any liabilities and duties placed upon the City as owner or occupant of the property on which the improvements provided for herein are to be constructed, by the provisions of an Act entitled "An Act to Prescribe the Duty of an Owner or Occupant of Lands Upon Which Excavations are Made in Reference to the Furnishing of Lateral and Subjacent Support to Adjoining Land and Structures Thereon." See of 765 ILCS 140/0 01 et seq.

2 Existing and Proposed Utilities.

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

differences from the locations shown on the Contract Documents

b. The Contractor must so arrange and conduct its Work that utilities may be removed, relocated or supported during excavation and maintained in service until the Work is completed. In addition, the Contractor arranges and conducts its Work that utilities may be replaced, rearranged or relocated prior to backfill being placed. The Contractor must cooperate with the owners of such utilities in the performance or the Work.

c Where existing utilities are abandoned and it is necessary to remove them due to the performance of the Work, the utilities shall be removed by the Contractor at no additional cost to the City, and shall become the Contractor's property.

d. It is the Contractor's responsibility to protect those existing utilities which are to remain in operation during and after completion of the Work, and any new utilities installed by others during the performance of the Work. The Contractor will be held fully responsible for any damage resulting from its performance of the Work, and will be required to repair, replace or reconstruct any utilities damaged, at its own expense, to the satisfaction of the Commissioner. The protection of the utilities as specified herein shall be at no additional cost to the City.

3. Utilities Outside the Limits of the Work: City-owned water lines, sewers, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances which are located entirely outside the limits of the Work is protected and maintained by the Contractor in a satisfactory manner until the completion of the Work. Whenever in the performance of the Work it is necessary, because of the nature of the Work or because of the Contractor's method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair such City-owned structures located entirely outside of said excavations, the Contractor must notify the appropriate City Department to perform such Work, and must cooperate with such department in preserving service. The Contractor must reimburse the appropriate City Department for the cost of performing such Work at no additional cost to the City under the terms of this Contract.

4 Utility Relocation and Continuance of Service Plan: The Contractor must prepare a Utility Relocation and Continuance of Service Plan, identifying procedures, locations, time frames and affected agencies and private owners. The Plan must be submitted to the Commissioner for review within 14 days after the Notice to Proceed.

5. Cooperation with Utilities: The Contractor must cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of the Work.

6. Work Performed by Others: The Work must be performed with a minimum of interference to street traffic in the area. The Contractor must coordinate its Work with that of other City contractors, with contractors employed by adjacent property owners, and with contractors employed by any other party or parties for work on utilities to insure the best progress of the Work as a whole

7. Preservation and Protection of City Standard Bench Monuments and Survey Controls: The Contractor is responsible for the preservation and protection of all City Standard Bench Monuments, in accordance with the provisions of section 10-4-220 of the Municipal Code of Chicago and Article 105 09 of the Standard Specifications, and as directed by the Commissioner. Any survey control point disturbed or removed by the Contractor shall be replaced or reestablished to the satisfaction of the Commissioner, at no additional cost to the City. **DAMAGE TO ANY OF THE CITY OF CHICAGO**

STANDARD BENCH MONUMENTS WILL RESULT IN THE CONTRACTOR BEING PROSECUTED TO THE FULL MEASURE OF THE LAW. The Office of Emergency Management and Communications will pursue the matter of compensation for damages incurred by the City resulting from Contractor's action during the execution of Work on this project.

8 Protection of Streets and Traffic The Contractor must provide all necessary barricades, signs, flags, lights and reflectors. Vehicular and pedestrian traffic on all streets, including adjacent streets, bridges, overpass structures and ramps, are maintained during the performance of the Work in accordance with the requirements of the Contract Documents.

9 Temporary Restoration of Trench Cuts: Failure to maintain the temporary restoration of trench cuts, which causes the surrounding work area to be in an impassable and/or hazardous condition thereby creating undue inconvenience and danger to area residents is an event of default under this Contract.

10 Temporary Barriers, Signs, Lights and Flaggers:

a. The Contractor must furnish, relocate and remove portable barricades and lights, collision protection, temporary signs (including traffic and project signs) and supports as directed by the Commissioner; and furnishing all necessary flaggers and other protection necessary for the maintenance of traffic flow in a safe and orderly fashion, as required by Article 107.14 of the Standard Specifications, except as otherwise specified in the Contract Documents.

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

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

11. Historical and Scientific Specimens· The Contractor preserves and delivers to the Commissioner any specimens of historical or scientific value encountered in the Work, as directed by the Commissioner.

C. Protection of Streets, Alleys and Public Grounds

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

2. Construction Period Traffic Management Plan. The Contractor must prepare a Construction Period Traffic Management Plan consistent with the requirements of the Contract Documents. The Plan must be submitted to the Commissioner for review within 14 days after award of the Contract. The Contractor must comply with all applicable federal, state and local requirements and coordinate with Chicago Department of Transportation, Bureau of Traffic and Illinois Department of

Transportation. The Contractor must also comply with the following requirements:

a. Construction staging segments shall be kept as short as feasible;

b Lane closure shall be kept to a minimum, and at least one lane shall remain open to vehicular traffic,

c. Intersections shall remain open to traffic in both directions at all times,

d. Detours shall be provided in streets as necessary and approved by the Commissioner;

e. Signage plans shall be developed and implemented for all approved detours;

f Coordinate adjustments required for traffic signals, and

g. Allow for emergency access at all times.

D. Protection of Existing Trees in the Right of Way

1. The Contractor is responsible for the restoration of all damaged parkways to their original condition. It is the responsibility of the Contractor to protect all trees at the work site from damage Any damage to trees resulting from the Work, as determined by the Bureau of Forestry, Parkways and Beautification of the Department of Streets and Sanitation, is repaired or replaced at the Contractor's expense. The Contractor is required to replace any permanently damaged tree with a new tree of the same type.

2 The protection of trees includes bridging, tunneling, drawing, drilling or boring underneath existing trees. The surface area directly adjacent to the tree trunk, measured at the diameter breast height (DBH), shall not be disturbed under the following guidelines:

a. Less than 5 inches DBH trees - 2 foot radius of the tree trunk with a minimum of 3 foot depth.

b 5 inches to 20 inches DBH trees - 5 foot radius of the tree trunk with a minimum of 3 foot depth.

c. Over 20 inches DBH trees - 7 foot radius of the tree trunk with a minimum of 3 foot depth

d. When bridging, tunneling, drawing, drilling or boring underneath existing trees, such Work shall be accomplished directly beneath the center of the tree trunk.

E. Care of Existing Structures and Property

1 Property Access Maintenance Plan; The Contractor must prepare a Property Access Maintenance Plan consistent with the requirements of the Contract Documents. The plan must be submitted to the Commissioner for review within 14 days after award of the Contract. The Contractor must comply with all applicable federal, state, and local requirements The Contractor must also comply with the following requirements·

a. Maintain vehicle and pedestrian access to properties,

b Maintain pedestrian access on both sides of all streets;

c Provide access walkways to all buildings and businesses,

d. Sidewalks shall remain open to the maximum extent possible;

e Provide temporary relocation of access, where required;

f Provide advisory and temporary signs for pedestrian and vehicle access changes and reroutings; and

g Coordinate delivery locations and timing.

2. Before doing any Work adjacent to or on the site of any buildings or other structures adjoining or in the line of the Work to be performed under the Contract, the Contractor must supply written notice of the same to the owner or owners that such Work is to be done, and shall cooperate with the owner thereof in the maintaining, removing, relocating, rearranging or adjusting wherever necessary, of all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment, or other appliances and structures located in any portion of the streets, public areas, highways and easements to be occupied or used during the prosecution of the Work.

3. Wherever in the performance of the Work it is necessary to remove, reconstruct, relocate, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewers connections and appurtenances by reason of the fact that such structures and appurtenances pass through or are located within the limits of the Work as shown on the plans, or ordered by the Commissioner the Contractor shall perform the Work necessary to remove, reconstruct, relocate, rearrange, adjust or repair such structures and appurtenances, unless otherwise noted on the plans.

a The Commissioner shall determine, at his sole discretion, the method of Work to be carried on to interfere as little as possible with the normal conduct of business in or around the portions of the building or structures in use.

b The building or structures may be in full time use and operation and will continue in normal use during performance of the Work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as hereinafter specified.

c. The Contractor will serve written notification to the Commissioner requesting any anticipated interruption in facilities at least two (2) weeks prior to disruption of services. The Contractor shall provide any temporary facilities deemed necessary by the Commissioner due to a disruption of services. The Commissioner, in his sole discretion, will determine the procedures, times of day and dates the Contractor may accomplish the Work and may reject or modify the Contractor's request.

d. Storage of all material and/or equipment shall be in areas approved by the Commissioner, in a manner to minimize interference with the normal conduct of business in or around the occupied portions of the building and vehicular areas

4 The Contractor will not be permitted to perform Work on City-owned water mains, connections and appurtenances or on any City-owned electrical conduits, cables, vaults and appurtenances unless any such structure has been abandoned by the City and Work is authorized by the Commissioner, or is included in the Contract Documents, with the exception of those City-owned water manholes and electric manholes which are shown as to be adjusted on the plans must be adjusted by the Contractor

a City-owned water mains, connections and appurtenance and all City-owned electrical conduits, cables, vaults and appurtenances which are located entirely outside of the neat lines of the excavation as shown on the plans or ordered by the Commissioner, shall be protected and maintained until the completion of the

Work under the contract, in a satisfactory manner, by the Contractor. Whenever in the performance of the Work under the contract it shall be necessary because of the nature of the Work required by the contract or because of the Contractor's method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair such City-owned structures located entirely outside of said excavations, the Contractor must notify the appropriate City Department to perform such Work, and must cooperate with the Department in preserving service in or through the same. The Contractor will reimburse the appropriate City Department for the cost of performing such Work, and such cost shall be included in the various Contract prices.

b. All City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances, any part of which are located inside of the neat lines of the excavations as shown on the plans or ordered by the Commissioner, will be supported, protected and maintained or removed, replaced, relocated, rearranged, adjusted or repaired, both inside and outside of said excavations by the City without cost to the Contractor, with the exception that those City-owned water manholes and electrical manholes which are shown as to be on the plans, must be adjusted by the Contractor. Whenever in the performance of the Work under the contract it shall be necessary to support, protect, maintain, remove, replace, relocate, rearrange, adjust or repair such City-owned structures any part of which is located inside of said excavations, the Contractor shall notify the appropriate City Department to perform such Work and shall cooperate with such department in preserving service in or through the same.

c. With the exception of the City-owned water mains, connections and appurtenances and the City-owned electric conduits, cables, vaults and appurtenances described above, and with the exception of City-owned structures which are to be removed or otherwise Worked upon as part of the requirements of the Contract, all poles, trees, shrubbery, fences, sewers pipes, conduits, cables, wires, manholes, tunnels, buildings, subways and other City-owned structures which pass through and are located within the excavations or which are adjacent to the Work to be constructed under the Contract shall be supported, protected, maintained or relocated and rebuilt by the Contractor during the construction and until The completion of the Work under the Contract.

5. The Contractor shall notify and cooperate with the owner thereof in maintaining, removing, relocating, rearranging or adjusting wherever necessary, of all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment or other appliances or structures located in any portion of the streets, public area, highways and easements to be occupied or used during the construction of the Work specified under the Contract.

a. Wherever in the performance of the Work specified under the Contract it shall be necessary to remove, replace, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances by reason of the fact that such structures and appurtenances pass through or are located within the limits of the excavations as shown on the plans or ordered by the Commissioner, the Contractor shall perform the Work necessary to remove, replace, relocate, rearrange, adjust or repair such structures and appurtenances. The cost of performing such Work shall be included in the Contract price.

b Wherever in the performance of the work specified under the contract it shall become necessary to support and maintain City-owned sewers, catch basins,

manholes, inlets, sewer connections and appurtenances or wherever it becomes necessary as a result of the Contractor's methods of construction the Work under the contract, to remove, replace, relocate, rearrange, adjust, or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances (other than those specified in the last preceding paragraph) the Contractor shall perform the Work necessary to support, maintain, remove, replace, relocate, rearrange, adjust or repair such structures and appurtenances, and the cost of such work shall be by the Contractor without any additional compensation thereof.

c. It is the intention of the specifications that the Contractor shall include in the appropriate Contract Price or prices, all necessary cost and expense of supporting, maintaining, removing, replacing, relocating, rearranging, adjusting or repairing all City-owned appliance and structures (other than City-owned water mains, connection and appurtenances and City-owned electrical conduits, cables, vaults and appurtenances described in subsection 4,b. of this section), encountered in or affected by the Work, and that he or she must also include in such price or prices all necessary cost and expense of removing structures which has been or will be abandoned by the owner or owners thereof and which are necessary to be removed in order to construct work under the Contract, but the he or she must not include in such price or prices the cost or expense of supporting, maintaining, moving, replacing, relocating, rearranging, adjusting or repairing such appliances or structures that are not owned by the City and are not abandoned by the owner or owners thereof, except as may be otherwise hereinafter specified in this section.

6. The Contractor shall take all reasonable precautions for the protection of buildings, railroad tracks, street railway tracks and appurtenances, and other appliances and structures not owned by the City

7. The Contractor shall determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract Documents and the approval of the Commissioner. Only adequate and safe procedures, methods, structures and equipment shall be used.

8. The Contractor shall provide drawings and calculations for all equipment, falsework, shoring, bracing and other temporary structures required for the Work, designed, signed and sealed by an Illinois licensed structural engineer. The Contractor shall submit copies of all such drawings and calculations to the Commissioner.

9. Field Check of Dimensions, Cutting and Patching· Where the Work connects to existing structures or appurtenances, the Contractor shall take complete field measurements affecting all Work under this Contract and shall be solely responsible for the proper fit between the Work and existing structures or appurtenances. The Contractor shall perform all cutting, patching, or fitting of Work that may be required to properly fit together the several parts of the Work and the existing structures or appurtenances

10 Contractor's Layout of the Work· The Contractor shall be responsible for the correct lay-out and accurate fitting of all parts of the Work. All labor, materials and other expenses necessary for, or incidental to, the setting and maintaining of lines and grades (exclusive of the Work of establishing the original reference base line and bench marks which will be performed by the City) shall be furnished by the Contractor at his own expense No separate payment will be made to the Contractor for the cost of any of the Work specified herein. Such cost will be included in the Contract unit or lump sum prices.

11 Salvage of Materials: When city-owned property such as cast iron manholes and catch basin frames and covers, inlet boxes and gates, and other roadway appurtenances are to be removed and are not to be reused in the Work, such roadway appurtenances are securely stored for possible use by the City Care is taken by the Contractor to prevent damage in its handling of these appurtenances. The Contractor must deliver to a location designated by the Commissioner all items identified by the City for reuse and must legally dispose of the remaining items.

12 Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances not owned by the City are in or cross the excavations for structures to be built under this Contract, the Contractor must notify the owner or owners of such structures and appliances to support, move, rearrange or abandon them, and cooperates with the owner or owners of such structures and appliances in preserving the service or services provided by such structures and appliances, except as may be otherwise specified or provided in the Contract Documents. If the Contractor has complied with the above requirements and has been notified by the owner or owners thereof that any of the above structures or appliances have been abandoned, or lacking such notice, if the Contractor has made all investigations and has found that any of the above structures or appliances have been abandoned by the owner or owners thereof and if the removal of any such abandoned structure or appliance is necessary in order to construct the Work, the Contractor removes the same at no additional cost to the City.

13. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances are adjacent to, but do not cut through or cross the excavations for structures to be built under the Contract, the Contractor shall perform the Work in such a manner as to not cause damage to such structures and appliances and not interrupt their use during the progress of the Work

14. The Contractor must arrange the Work that the owner or owners of structures and appliances which are to be supported, maintained, removed, reconstructed, relocated, rearranged, adjusted or repaired by reason of the Work, are notified by the Contractor in ample time to permit such work to be done by the owner or owners. The Commissioner may direct the Contractor to suspend its operations on that part of the Work which affects such structures and appliances until the owner or owners thereof have had time to perform the work.

15. The Contractor must conduct the Work that no equipment, material or debris is placed upon private property unless it has first obtained the owner's written consent thereto and provided this written consent to the Commissioner. The Contractor must take such means as may be required to prevent the creation of a public nuisance on any part of the Work site or adjacent streets or property.

16 All streets, pavements, sidewalks and parkways and all private property must be thoroughly cleaned of all surface materials, earth and rubbish by the Contractor, and such streets, pavements, sidewalks and parkways and such private property must be restored to as good condition as before the commencement of the Work. Where sod has been removed or killed, new live sod shall be provided. Where the areas have been seeded, top soil equivalent to that removed shall be placed, fertilized, seeded and rolled to the satisfaction of the owner of the land. All trees, shrubs and plants damaged shall be replaced in the proper season of the year with live, growing stock of the same kind and variety and of the size ordinarily used for planting purposes

F. Precautions and Safety

1. The Contractor must take any precautions that may be necessary to render all portions of the Work secure in every respect, to decrease the liability of accidents from any cause and to avoid contingencies which are liable to delay the completion of the Work. The Contractor must furnish and install, subject to the approval of the Commissioner, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of engineers and inspectors during the performance of the Work. The Contractor will be required to conduct its Work so as not to unnecessarily obstruct the activities of other contractors who also may be engaged in work on this or any other project.

2. Although the Commissioner may observe the performance of the Work and reserves the right to give the Contractor opinions and suggestions about safety defects and deficiencies, the City is not responsible for any unsafe working conditions. The Commissioner's suggestions on safety, or lack thereof, will in no way relieve the Contractor of its responsibility for safety on the Work site. The Contractor has sole responsibility for safety and the obligation to immediately notify the Commissioner of all accidents.

3. Precautions must be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed.

4. The Contractor must provide completely equipped first aid kits readily accessible at all times on the Work site The Contractor must designate an appropriately trained individual on each shift to be in charge of first aid.

5 The Contractor must provide at appropriate locations fire extinguishers or other fire protection equipment which comply in all respects with the Municipal Code of Chicago and National Fire Protection Association (NFPA) standards. The Contractor must maintain this equipment in proper operating condition at all times and must cause the equipment to be inspected by any and all appropriate agencies as required by law, but in no event less than monthly. The Contractor must comply with the Municipal Code of Chicago requirements on the use of standpipes, hoses and other fire protection equipment.

6. Only such materials and equipment as are necessary for the construction of the Work under this Contract must be placed, stored or allowed to occupy any such space at the site of the Work. Not more than one (1) day's supply of flammable liquids, including oil, gasoline, paint, or solvent shall be kept on hand at any one time. If gasoline, flammable oils, other highly combustible materials or compressed gas cylinders are to be stored at the site, they must be stored in a secure manner, in compliance with all applicable laws, ordinances and regulations, and all storage places shall be clearly marked The written consent of the Commissioner is required for such storage. Such consent in no way limits Contractor's liability for such materials.

7. The Contractor must prohibit all lighting of fires about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs and must diligently enforce this prohibition, "NO SMOKING" signs must be furnished and posted by the Contractor. No debris or waste materials must be burned at the Work site.

G. Health, Safe and Sanitation

1. Clean-Up: During construction, the Contractor must keep the Work site and adjacent premises as free from material, debris and rubbish as practicable Haul roads, streets and public areas shall be swept daily Before Final Completion and Acceptance of the

Work, the Contractor must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs and must restore the site to the same general conditions that existed prior to the commencement of the Work. The cost of final clean-up is included in the unit prices for the various items, or included in the Contract lump sum price, as the case may be. The Contractor must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt and any other foreign materials deposited or accumulated on any portion of its Work, or existing facilities and structures, due to its performance of the Work.

2 Snow and Ice Removal: The Contractor must remove show and ice which may impair progress of Work, be detrimental to workers, or impair trucking to and from points of delivery at the Work site.

3 Glass Breakage. All glass broken or damaged during construction must be replaced by the Contractor at no additional cost to the City. Contractor must promptly remove all broken glass from the Work site.

4 Noise and Vibration Control: All equipment, vehicles, and Work under this Contract shall be conducted in accordance with the City of Chicago Building Code, Chapter 11-4 of the Municipal Code of Chicago "Environmental Protection and Control," Article VII-Noise and Vibration Control, *so* as to cause a minimum of noise, vibration and inconvenience to the activities of the occupants of property and buildings in the vicinity of the Work. When the Commissioner, in his/her sole discretion, determines that Contractor's operations constitute a nuisance, the Contractor must immediately proceed to conduct its operations in a manner that abates such nuisance. Contractor must provide all measures, including but not limited to engine and exhaust mufflers, acoustic casing enclosures, maintaining equipment, or physical barriers along the edges of the construction zone, required to minimize noise and vibration. Noise and vibration levels may be monitored by the Commissioner

5. Health and Safety:

a. The Contractor must comply with the requirements of 29 CFR part 1926 - Safety and Health Regulations for Construction, promulgated under the U.S. Occupational Safety and Health Act of 1970, as amended, 29 U.S.C 651 et seq. (Federal OSHA). Copies may be obtained from the Regional Administrator of the U.S Department of Labor, Federal Office Building, 230 S. Dearborn, Chicago, Illinois,

b. The Contractor must comply with the requirements of the Illinois Health and Safety Act, 820 ILCS 225/.01 et seq., and the rules and regulations promulgated pursuant thereto by the Director of Labor for the State of Illinois, which are on file with the Illinois Secretary of State

c. Whenever a Federal OSHA Compliance Officer arrives at the work site, the Contractor shall notify the Commissioner immediately. At the conclusion of the inspection, any findings are reported to the Commissioner. Copies of any citations issued and related documents shall be submitted to the Commissioner

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

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

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

8. The Contractor shall also comply with all rules and regulations of the Federal and State Governments, and Chicago Health Department

H. Hazardous Operations and Security

1. During construction, all cutting or welding operations must be carried out with all precautions taken to prevent fires resulting from sparks or hot slag Extreme care must be exercised to determine that such sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens must be provided around the lead-melting furnaces whether the Work site is enclosed or not. Portable fire extinguishers must be provided at and below all locations where cutting or welding or melting operations are being performed or, if such operations are extensive, a hose from the stand pipe system or fire hydrant must be placed nearby. The Contractor must obtain special permission from the Commissioner of Water and pay all associated connection fees.

2 No welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, will be allowed without adequate protection. All combustible or flammable material shall be removed from the immediate working area. If removal is impossible, flammable or combustible materials must be protected with fire blankets or suitable non-combustible shields to prevent sparks, flames or hot metal from reaching flammable or combustible materials. The Contractor must provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices.

3. Concentration of gas fumes must be reported immediately by the Contractor who shall be responsible for clearing the area and notifying the Commissioner and the Utility Company. All operations in the area must be suspended until the source of such fumes has been located and corrected.

4. The Contractor must arrange for the installation of necessary fire protection lines and equipment as required by the Chicago Fire Department and as necessary to properly protect the Work site Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested and approved by the Commissioner for temporary use.

5. Salamander heaters or similar forms of uncontrolled heaters must not be used except with the special written permission of the Commissioner and City fire marshal and then only when each salamander is maintained under constant supervision

6. Gasoline must be kept and handled from approved safety cans

7 All tarpaulins used for any purpose must be made of fire, water and weather-resistant materials.

8 The Contractor must furnish such watchmen as may be necessary to protect the public and those who are at or in the vicinity of the Work under this Contract, and to protect all materials, tools, machinery and equipment and all Work performed by the Contractor.

9 Contractor must comply with any and all federal and state and local occupational health and safety statutes, and any occupational health and safety standards promulgated thereunder; provide reasonable protection to the lives, health and safety of all persons employed under this Contract; furnish to all such persons a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm; keep all persons employed under this Contract informed of Contractor's protections and obligations under the statutes; and provide all persons employed under this Contract with information regarding hazards in the workplace, including information about suitable precautions, relevant symptoms and emergency treatment. The federal and state occupational health and safety statutes, and the rules and regulations promulgated thereunder, shall be considered part of this Contract as though fully set forth herein.

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

I. Services and Use of Site

1. Work Area: After receipt of the Notice to Proceed, the Contractor must propose a suitable working area subject to approval by the Commissioner. The Contractor shall secure the space at its own expense.

2 Temporary Services and Utilities: If specified in the Contract, the Contractor must be responsible for arranging for and providing all general services and temporary facilities as specified in the Contract Documents and as required for the proper and expeditious prosecution of the Work. The Contractor must pay all costs for such general services and temporary facilities. The Contractor must provide temporary connections for water, electricity and heat including installation, maintenance and removal of such facilities. The Contractor must pay the cost of all water, telephone, and electricity during the construction period

a. Water: The Contractor must provide temporary water connections as required for drinking and construction purposes The Commissioner reserves the right to regulate the use of water, and may impose restriction on the use in the event water is being used carelessly by the Contractor. Water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes shall be provided by and at the expense of the Contractor. The water may not be obtained from the mains of the Chicago water system, except as may be provided in the Contract Documents. Except with special permission from the Commissioner and the Department of Water, connections for water shall not be made to the City's fire hydrants

b Light and Power: The Contractor must furnish the electricity and must furnish and install all wiring, electrical services, lighting units, insulated supports for wiring and all other electrical equipment together with all other incidental and collateral

Work necessary for the furnishing of the temporary power and lighting facilities for the Work to be done under this Contract, all at no additional cost to the City Electrical Work must be performed by a licensed electrician.

c Temporary Heating During Construction The Contractor must provide temporary closures or enclosures for all exterior door, window, roof or other types of exterior openings as required to provide protection from the elements during construction It is the Contractor's responsibility to keep water in pipes from freezing and to maintain temporary heat in areas where Work is being performed at not less than 50° F before plastering and painting and not less than 60° F thereafter, The Heating period must be from approximately October 1 to May 30 unless conditions warrant otherwise The Contractor must furnish, install, operate and maintain all required temporary heating equipment, and must provide and pay all fuel costs.

J. Reports and Plans

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

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

XVII. STANDARD SPECIFICATIONS

A. General

"Standard Specifications" designated as component part of the Contract Documents means the Standard Specifications for Road and Bridge Construction issued by the Department of Transportation of the State of Illinois, dated January 1, 2002, together with all additions and revisions thereto issued by said Department of Transportation as of the date of the advertisement of bids for this Contract

B. Concreting in Freezing Weather

The Contractor shall provide protection of Portland Cement Concrete from cold weather in accordance with Articles 1020.13(c) and/or 1020.13(e) of the Standard Specifications. The cost of all protection of the concrete from cold weather as may be required and as specified in the aforesaid specifications must be included in the contract unit prices for Class "SI" concrete other appropriate items of the contract and no additional payment will be made therefore.

C. Revision to State of Illinois Standard Specifications for Road and Bridge Construction

Page 12, Article 103.02, "Award of Contract": Revise "45 calendar days" to read "60 calendar

days."

D. Protection of Railroad Traffic and Property Due to the Contractor's Construction Operations

1 The following supplements the Standard Specifications and any Supplemental Specifications in effect; and in case of conflict with any part of parts of said Standard or Supplemental Specifications, this supplement takes precedence and governs. Add the following to Article 107 12., "Protection of Railroad Traffic and Property".

2 Whenever such Work, in the opinion of the Railroad Engineer, or his duly constituted and authorized representative, may affect the safety of trains and the continuity of the Railroad's operations, the method of doing such Work shall first be submitted to the Railroad Engineer for approval, which shall not be unreasonably withheld or delayed, and without which the Work shall not be commenced or prosecuted.

3. The approval of the Railroad Engineer shall not be considered as a release from responsibility or liability for any damage which the Railroad may suffer, or for which it may be held liable by the acts of the Contractor, his Subcontractors, or his or their employees.

4 The Contractor is cautioned that when Contractor is working over and/or near railroad property, Contractor must provide adequate protection to safeguard the railroad property. The Contractor shall also notify all railroad companies affected by the construction 10 days prior to starting any work that involves working on or over railroad property and shall receive permission from said companies before entering onto railroad property.

XVIII. ENVIRONMENTAL REQUIREMENTS

A. Compliance with Environmental Laws

1 The Contractor must comply with all Environmental Laws including, without limitation, those listed in the Disclosure Affidavit which must be executed and notarized by Contractor, and any analogous future local, state or federal ordinance or statute, rule and regulation promulgated under or pursuant to the foregoing, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof exercising executive, legislative, judicial, regulatory or administrative functions.

2. If the Contractor is required pursuant to any Environmental Laws to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under, or about any premises used by Contractor to perform the Work required hereunder, the Contractor must provide a copy of such report or notice to the City In the event of a release or threatened release of Hazardous Materials or special waste into the environment, or in the event of any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Law, the Contractor must notify the City pursuant to Section XVIII C , "Disposal of Waste Materials, Construction Debris, Soils and Waste," herein below.

3 If the Contractor fails to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this contract and may adversely affect Contractor's eligibility for future contract awards

B. Environmental Permits

1 The Contractor must show evidence of, and keep current throughout the term of this Contract, all waste hauling, special waste hauling, disposal permits and insurance certificates required by Federal, State, City or other local governmental body or agency pursuant to any Environmental Law.

2. When requested by the Chief Procurement Officer, the Contractor must submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Chief Procurement Officer throughout the duration of this Contract. Noncompliance with this requirement may be cause for rejection of the bid and/or termination of this Contract.

3. Environmental Records and Reports. The Contractor is required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including, but not limited to the following:

a. Vehicle maintenance records;

b Safety and accident reports;

c. IEPA or OSHA manifests;

d. Disposal records, including disposal site used, date, truck number and disposal weigh; and

e Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

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

1. The Contractor is responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Subcontractor does not relieve the Contractor from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. The Contractor shall identify the disposal site(s) or transfer station(s) to which it has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained

2 The Contractor must provide the Commissioner or his/her designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the Chief Procurement Officer, the Contractor shall provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by the Contractor does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, the Contractor will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the City. If the Contractor disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the Contractor will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site

3 The Contractor must notify the Commissioner, within 24 hours, of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Claim") by any governmental body or regulatory agency against the Contractor by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes. The Contractor will provide evidence to the Commissioner that any such Claim has been addressed to the satisfaction of the issuer or initiator of such Claim,

4. The Contractor must notify the City of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Contract in which the Contractor is asked to participate.

5 The Contractor must verify, in writing, whenever requested by the Commissioner, that all materials, construction debris, and other waste accepted by the Contractor, from the City of Chicago, has been disposed of in compliance with all Environmental Laws,

6. The form for identifying the Contractor's debris disposal/handling site(s) and acknowledging terms and conditions relating thereto which has been executed by the Contractor and attached to this Contract is hereby incorporated by reference (the "Form"). In addition to the representations and requirements contained in the Form, the Contractor understands and agrees that the Contractor, unless otherwise authorized in writing by the Commissioner of Environment, must not continue to use a disposal/handling site identified in the Form that (i) has been cited as being in violation of any environmental law or regulation or of any City ordinance; or (ii) does not have a necessary permit. If only one site was identified in the Form, the Contractor must arrange for a substitute disposal/handling site which meets the requirements specified in the Form and provide a revised Form to the Commissioner of Environment. The Contractor further understands and agrees that any such substitution is at no additional cost to the City, regardless of the reason necessitating such substitution.

D. Equipment and Environmental Control During Transport

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

E. Environmental Control

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

F. Open Dumping Prohibited

1 The removal of all recyclable material and garbage, refuse or other waste material, including but not limited to broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this

Contract, must be transported to a facility that is zoned and permitted to accept such material pursuant to Section 11-4 of the City of Chicago Municipal Code and all applicable local, state, and federal regulations

2. Bills of Lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material must be retained by the Contractor and made available to the City upon request.

XIX. INSURANCE, INDEMNITY AND BONDS

A. Indemnity

1. The Contractor must protect, defend, indemnify, and hold the City, its officers, officials, representatives, and employees (collectively the "Indemnities"), harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract except for matters shown by final judgment to have been caused by or attributable to the negligence of Indemnities. This indemnification obligation is effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs, including attorney fees, costs, liens, judgments, settlements, penalties, professional fees, and other expenses incurred by the City, including fines and penalties imposed by public bodies, and the reasonable settlement of such claims. This indemnification obligation is not limited by any amount of insurance required under this Contract. Further, the indemnification obligation contained in this section will survive the expiration or termination of this Contract. To the extent permissible by law, the Contractor waives any limits on the Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)).* The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code or any other statute.

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

3. Without limiting its waiver, the Contractor specifically consents to pay any and all sums in respect of any claims against the Indemnities and other costs suffered by the Indemnities arising from or occasioned by Contractor's operations in or on waterways, including the following:

   a Loss or damage to any other ship, vessel or boat caused proximately or otherwise by the Contractor's vessel, or loss of the cargo or the other ship, vessel or boat;

   b. Loss of life or personal injury, or for any cost of life salvage,

   c. Loss or damage to any harbor, dock, building, graving or otherwise, slipway, pontoon, pier, quay, tunnel, jetty, stage, buoy, cables of any kind, or other fixed

or movable object or property whatsoever;

d. The cost of the removal, raising or destruction of the wreck of any vessel employed by the Contractor in performing its obligations under the Contract;

e. If a vessel is disabled or otherwise, the cost of towage or other salvage of any vessel employed by the Contractor in performing its obligations under the Contract;

f. Loss or damage to the bottom, banks, or shoreline of the waterway

4 The Contractor will be solely responsible for the defense of any and all claims, demands, or suits against Indemnities, including claims by employees, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnities were in charge of the Work or alleged negligence on the part of Indemnities. The City will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Contractor of its obligations under this section.

5. "Injury" or "damage" as these words are used in this section will be construed to include injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not they are owned, furnished, or loaned by the Indemnities.

6. The Contractor will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of all notices that Contractor may receive of any claims, actions, or suits that may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnities are entitled to indemnification under this contract and to give the Indemnities authority, information and assistance for the defense of any claim or action.

B. Performance and Payment Bonds

1 The Contractor will, before award of the Contract, deliver to the Chief Procurement Officer a Performance and Payment bond in the amount set forth in Book 1. Any performance bond provided by Contractor must comply with the provisions of 30 ILCS 550/1 et. seq. as amended, and of Chapter 2, Section 2-92-030 of the Municipal Code of Chicago, as amended and is in such form as the performance bond form included in Book 1. The surety or sureties issuing the bond must be acceptable to the City Comptroller and the bond must be in the form provided by the Commissioner. The surety for the bond must have a Best's Key Rating Guide of "B+," Class XI or greater. The bond shall cover the warranty period required by the Contract.

2 In case of neglect, failure, or refusal of Contractor to provide satisfactory sureties when so directed within seven (7) days after notification, the Chief Procurement Officer may declare this Contract forfeited, but such forfeiture shall not release Contractor or its surety or sureties from any liability which may have accrued prior to the date of such forfeiture.

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

4 Surety For Performance Bond: The Performance Bond required by the Contract shall be secured by o Guarantee or surety company listed in the latest issue of U.S

Treasury Circular 570

C. Insurance

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

2. The Contractor hereby waives any and every claim or right of recovery from the City for any and all injuries and losses arising under this Contract or in any way related to the Work, including but not limited to any claim for loss of or damage to the Work or to the contents thereof, which injury, loss or damage is covered by valid and collectible insurance polices, to the extent that such injury, loss or damage is recoverable under said insurance policies As this waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), the Contractor agrees to give each insurance company which has issued, or in the future may issue, its policies of insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the City.

3. The City reserves the right to change, modify or delete insurance requirements set forth in the Contract Documents, including, without limitation, the right to request that the Contractor provide additional types of insurance.

XX. CLAIMS AND DISPUTES

A. Claims

1. This provision applies to all claims under this Contract, including those for time, money, or both.

2 Procedures. Within 14 days after a basis for claim arises, Contractor must submit its claim in writing to the City's resident engineer or its project manager ("Commissioner's Representative). This written claim to the Commissioner's Representative will constitute "notice" to the City for purposes of determining initial timeliness of the claim; oral notice is insufficient. If Contractor and the Commissioner's Representative are unable to promptly (depending upon the complexity of the matter) resolve the claim, Contractor must forward its claim in writing to the Commissioner together with the documents listed in (a) through (d) below (collectively, "your documents"). Contractor must include:

a. General statement of the basis for the claim,

b Reference to the applicable Contract provisions,

c All records that support the claim, and

d All documents that relate to it, such as correspondence, and that are reasonably necessary for the Commissioner's understanding to resolve the claim.

3 It is Contractor's responsibility to furnish its documents to the Commissioner at the time that it forwards its claim to him, as, with or without the supporting documentation, the Commissioner has 30 days to respond in writing to Contractor after he has received the claim. Incomplete information may result in an adverse response. The response may be in the form of a contract modification.

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

B. Disputes

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

2 Waiver: If Contractor fails to file a Request for Resolution of Dispute with the Chief Procurement Officer within the 1 0-day period, Contractor will have waived its claim, the right to make the claim later, and the right to dispute its resolution or denial.

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

XXI. EVENTS OF DEFAULT AND TERMINATION

A. Chief Procurement Officer's Right

1 The Chief Procurement Officer may, at his/her sole discretion, exercise the right to send the Contractor notice under paragraphs C 1. or C 2 of this Section Whether to declare the Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under Article XX., "Claims and Disputes."

2 In the event of termination of the Contract by the Chief Procurement Officer under paragraphs C 1 or C.2 of this Section, the Commissioner may use the material and equipment, whether owned or leased, which is within the scope of the Work or necessary for completion of the Work paid for by the City (whether located on or off the Work site), to complete the Work and the Contractor shall receive no further payment until the Work is completed However, if the cost of completion exceeds the unpaid balance of the Contract, the Contractor must pay the difference to the City immediately upon demand.

B. Events of Default

The Contractor's failure to perform any of its obligations under the Contract, including but not limited to the following, are events of default:

1 Failure to begin the Work at the time specified;

2 Failure to perform the Work with sufficient workers and equipment or with sufficient materials to insure the completion of Work or any part of the Work within the time specified by the Contract,

3 Failure to perform the Work in accordance with the Contract Documents,

4. Failure to promptly remove materials, repair, or replace Work that was rejected as defective or unsuitable;

5. Unauthorized discontinuation of the Work;

6. Insolvency, bankruptcy or assignment for the benefit of creditors that negatively impacts Contractor's ability to pay Subcontractors or perform the Work;

7 Failure to pay Subcontractors or material suppliers;

8. Failure to carry on the Work in a manner acceptable to the Commissioner;

9 Failure to observe federal, state, or local laws or regulations governing safety and security requirements, including all environmental requirements;

10. Failure to comply with any other term of this Contract that states an event of default or failure to comply with any term of this Contract in any material respect, and

11. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the Chief Procurement Officer

12. Disqualification as a MBE or WBE of the Contractor or any joint venture partner, Subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the Contract and such status was misrepresented by the Contractor.

C. Remedies

In the event of default, the Chief Procurement Officer, at his or her sole discretion, may send the Contractor notice of its intent to exercise remedies pursuant to the following:

1. Termination: The Chief Procurement Officer may terminate the Contract Written notification of the default and termination of the Contract will be provided to the Contractor and the bond company by the Chief Procurement Officer The Chief Procurement Officer's decision and declaration of termination is final and effective.

2. Opportunity to Cure: The Chief Procurement Officer may provide the Contractor the opportunity to cure the default. The Contractor must cure the default within 10 days of receipt of the notice from the Chief Procurement Officer. If the Chief Procurement

Officer receives written notification from the Commissioner that the Contractor has not cured the default within the 10 day cure period, the Chief Procurement Officer may at any time thereafter terminate the Contract, in which event the termination of the Contract is final and effective

3 In addition to the foregoing, upon an event of default as defined in Section XXI.B, "Events of Default," the City may invoke any or all of the following remedies.

a The right of set-off against any payments due or to become due to the Contractor and against any retention,

b. The right to take over and complete the Work, or any part thereof, either directly or through others. The City may use the Contractor's Subcontractors, materials and equipment to complete the Work. Upon the City's notification to the Contractor invoking this remedy, any and all rights the Contractor may have in or under its subcontracts are assigned to the City at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor must execute, or cause to be executed, any assignment, agreement, or other document which may be necessary, in the sole opinion of the Corporation Counsel, to evidence or effect compliance with this provision. The Contractor must promptly deliver such documents upon the City's request. In the case of any subcontract so assigned and accepted by the City, the Contractor remains liable to the Subcontractors for any payment already invoiced to and paid by the City, and for any claim, suit, or cause of action based on or resulting from any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of Contract, by the Contractor, its officers, employees, agents, and other Subcontractors, arising prior to the date of assignment to the City, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Contractor must notify its Subcontractors of these requirements;

c. In the event of termination, all costs and charges incurred by the City, together with the cost of completing the Work, are deducted from any moneys due or which may become due to the Contractor. When the expense incurred by the City exceeds the sum which would have been payable under the Contract, the Contractor and the surety are liable and shall pay to the City the amount of such excess;

d. The right to terminate the Contract as to any or all of the Work yet to be performed;

e. The right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable,

f. The right of money damages, including but not limited to all expert witness or other consultant fees, court costs, and attorneys' fees which the City may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default hereunder,

g The right to withhold all or any part of the Contractor's compensation to be awarded by the City;

h The right to terminate any or all of any other contracts that Contractor may have with the City; and

i The right to deem the Contractor non-responsible in future contracts to be

awarded by the City

4 If an event of a default, as defined in Section XXI.B "Events of Default", occurs prior to the City awarding the Minimum Contract Amount as specified in Book 1, the City will be under no obligation to award the Minimum Contract Amount or pay the Minimum Contract Amount to the defaulted Contractor.

D. Nonexclusivity of Remedies

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

E. Adjudication of Termination

In the event the Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination, an early termination, was without cause, such termination shall thereupon be deemed under Section XXI.F., "Early Termination," and the provisions of Section XXI F., "Early Termination," applies.

F. Early Termination

1. The City, through the Chief Procurement Officer, may terminate the Work of the Contractor by written notice stating the effective date of such termination. Immediately upon receipt of such notice, the Contractor must provide similar written notice to the affected Subcontractor(s), whereupon such Contractor and Subcontractor(s) must, except for services necessary for the orderly termination of the Work (i) stop all Work and place no further order or subcontracts for materials, services, equipment or supplies, (ii) assign to the City, in the manner and to the extent directed, all of the rights of the Contractor under Work Orders, purchase orders and subcontracts relating to the portion of the Work that has been completed; (iii) terminate Work Orders, purchase orders and subcontracts outstanding to the extent that they relate to the Work and are not assigned to the City, (iv) take any action necessary to protect property in the Contractor's possession in which the City has or may acquire an interest; and (v) take any other action toward termination of the Work which the City may direct

2 In the event that all or a portion of the Work of the Contractor is terminated pursuant to this Section XXI F., "Early Termination," the Contractor is entitled to payment of those costs relating to the complete portion of the Work. The City will pay to the Contractor, subject to the limitations set forth in this Contract, the sum of the following costs

   a. Portion of the Contract total related to the Work completed by the Contractor immediately prior to notice of termination less the payments for progress or changes previously made;

   b. Expenses incurred for which the Contractor is liable as the result of termination by Contractor of respective Work Orders, purchase orders or subcontracts related to the notice of termination,

   c No payment will be made for Work not actually performed. Deductions will be made by the City for any amounts previously paid to the Contractor and for any amounts which may be due the City, or which the City may offset or withhold by

the terms hereof, and

d. The total amount of all payments to the Contractor shall not, in any event, exceed the proportion that the Work actually performed (including materials delivered to the Project site minus credits for returned goods or canceled orders) at the date of termination bears to the entire Work to be performed hereunder Any payment to Contractor under this subparagraph shall be made in accordance with the provisions of Article XIII., "Payments "

3 After receipt of a notice of termination pursuant to this Section XXI F., "Early Terminations," Contractor shall submit to the Commissioner its final invoice in the form, with supporting documentation. The Commissioner may require certified payrolls, receipts and other proof of expenditures. The final invoice must be submitted promptly, but in no event more than 60 days after the effective date of termination. Failure to submit the final invoice within 60 days after the effective date of termination constitutes a waiver of the final invoice.

G. Non-Appropriation

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

XXII. COMPLIANCE WITH ALL LAWS

A. Contractor Must Comply with All Laws

1. The Contractor must at all times observe and comply, and must cause its Subcontractors to observe and comply with all applicable Federal, State and local laws, ordinances, codes, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Contract. Provision(s) required by law ordinance, codes, rules, regulations, or executive orders to be inserted in this Contract is deemed inserted, whether or not they appear in this Contract, or upon application by either party, this Contract will forthwith be physically amended to physically make such insertion; however, in no event does the failure to insert such provision(s) prevent the enforcement of such provision(s) of this Contract

2 In performing the Work, the Contractor must follow the most stringent of the applicable agency and code requirements. The Contractor is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work

B. Provisions Relating to Liens

1 The Contractor will notify it Subcontractors that no mechanics' lien under the Illinois Mechanics' Lien Act, 770 ILCS 60/1, et. seq., will be permitted to arise, be filed, or maintained against public funds, the Project, or any part thereof or any interest therein, or any improvements thereon, or against any monies due or to become due to the Contractor on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project, and the Contractor,

for itself and its Subcontractors, does hereby expressly waive, release, and relinquish such liens and all rights to file or maintain such liens; and agrees further that this waiver of liens and wavier of the rights to file or maintain such liens will be an independent covenant.

2. If any of the Contractor's Subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or on their behalf files or maintains a lien or claim under the Illinois Mechanics' Lien Act, 770 ILCS 60/1, et seq., against public funds or against any monies due or to become due to any Subcontractors on account of any Work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project, the Contractor agrees to cause such liens and claims to be satisfied, removed, or discharged within 30 days from the date of filing, provided that the City may extend the 30 day period if (i) the City determines that such lien claim cannot be so satisfied, removed, or discharged in such period and (ii) the Contractor, in the City's sole determination, is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The City has the right, in addition to all other rights and remedies provided under this Contract or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at the Contractor's sole cost, such cost to include reasonable legal fees.

C. Non-Discrimination

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

   The Contractor must comply with The Civil Rights Act of 1964, 42, U.S.C. Sec. 2000 *et seq.* (1981), as amended. The Contractor shall further comply with Executive Order No 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U S.C. 2000(e) note, as amended by Executive Order No 11,375 32 Fed, Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L1O1-330; 41 C.F.R. part 60 *et seq.* (1990); Air Carriers Access Act, 49 U.S.C.A. 1374, and FAA Circular No. 150/5100 15A.

2. State Requirement: The Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and the rules and regulations of the Illinois Department of Human Rights; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.* (1990) as amended; and the Environmental Barriers Act, 410 ILCS 251 (*et seq.*).

3. City Requirements ; The Contractor must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended. Further, the Contractor must furnish such reports and information as requested by the Chicago Commission of Human Relations.

4 Subcontractors: The Contractor agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, subcontractors or any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Contract

D. Conflict of Interest

1. No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Project to which this Contract pertains, will have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee will be permitted to any share or part of this Contract or to any financial benefit to arise from it

2 The Contractor covenants that is officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of the Contract, no person having any such interest must be employed. The Contractor agrees that if the City, by the Commissioner in his or her reasonable judgment, determines that any of Contractor's work for others conflicts with the Work, the Contractor must terminate such other services immediately upon request of the City.

3. Furthermore, if any federal funds are to be used to compensate or reimburse the Contractor under this Contract, the Contractor represents that it is and will remain in compliance with federal restrictions. It represents further that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C.S 1352, and related rules and regulations set forth at 54 Fed, Reg. 52,309 ff (1989), as amended. If federal funds are to be used, the Contractor shall execute a Certification Regarding Lobbying, which is contained in the Disclosure Affidavit, and is attached hereto as an exhibit and incorporated by reference as if fully set forth herein.

E. Relationships with Elected Officials

1. Pursuant to Section 2056030(b) of the Municipal Code of the City of Chicago, it is illegal for elected official of the City, 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 a business relationship, or to participate in any discussion in any City council committee hearing or in any City council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this contract shall be grounds for termination of this contract.

2 Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year, provided however, a financial interest shall not include:

   a any ownership through purchase at fair market value or inheritance of less than 1 of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended;

   b the authorized compensation paid to an official or employee for his office or

employment,

c any economic benefit provided equally to all residents of the City,

d a time or demand deposit in a financial institution, or

e an endowment or insurance policy or annuity contract purchased from an insurance company.

3 A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

F. Chapter 2-56 of the Municipal Code of Chicago Office of Inspector General

It shall be the duty of any bidder, proposer, Contractor, all Subcontractors and every applicant for certification of eligibility for a City Contractor program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor or such applicant to cooperate with the Inspector General in any investigation undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago All Contractors shall inform Subcontractors of this provision and require understanding and compliance herewith.

G. Governmental Ethics Ordinance

The Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment is 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 there with, 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 is voidable as to the City.

H. Disclosure Statement and Affidavit

The Contractor is required to submit a fully executed Disclosure Statement and Affidavit, on the form in the Proposal and Acceptance provisions of Book 1 of these specifications. This document must be signed by an authorized officer of the company before a notary and such documents are incorporated by reference to this Contract.

I. Section 2-92-380 of The Municipal Code of Chicago

1 In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any set-off) available to the City of Chicago under the Contract or permitted at law or in equity, the City is entitled to set off a portion of the Contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint **and/ or the amount of any debt, warrant or penalty owed by the contracting party to the City.**

2. For purposes of this provision, "outstanding parking violation complaints" means a parking ticket, notice of parking violation, or parking violation complaint on which neither payment has been made nor an appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

3. Notwithstanding the provisions of this section above, no such debt(s) or outstanding

parking violation complaint(s) are off set from the Contract price or compensation due under the Contract if one or more of the following conditions are met:

a. 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/or debts owed to the City and the contracting party is in compliance with the agreement; or

b The contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

c. The contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

J. Americans with Disabilities Act

All construction or alteration undertaken by Contractor in connection with this Contract shall be performed in compliance with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to the following: American with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("UFAS") or the American with Disabilities Act ("ADA") and; the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch 1, Sec. 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility

K. Veterans Preference

The Contractor must comply with the provisions of 330 ILCSPIN 55/0.01 *et. seq.*, which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference is given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the Work to which the employment relates. The Contractor must ensure that the following provision is inserted in all contracts entered into with any Subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with this Contract.

L. Steel Products

To the extent permitted by law, this Contract shall be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 565/1 *et seq.* as it may be amended from time to time. Steel Products issued or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States For purposes of this Section "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from Steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and will subject violators to a fine of the greater of $5,000 or the payment price received as a result of such violation.

M. Chicago Residency Requirements

If the funding under this contract is $100,000 or more, and, except as otherwise prohibited by law, the Contractor and all Subcontractors that perform work on the site of the construction project undertaken pursuant to this Contract must comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50% of the total worker hours shall be performed by actual residents of the City of Chicago). Provided, however that in addition to complying with this percentage, the Contractor and all Subcontractors must make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions

1. "Actual residents of the City of Chicago" shall mean persons domiciled with the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

2 A Contractor or bidder may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-920-330 in accordance with standards and procedures developed by Chief Procurement Officer.

   a. The Contractor must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project. The Contractor and Subcontractor must maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

   b. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Commissioner of the supervising Department in triplicate, must clearly identify the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

   c. Full access to the Contractor's and Subcontractor's employment records shall be granted to the Chief Procurement Officer, the Commissioner of the supervising department, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Contractor and Subcontractors must maintain all relevant personnel data and records for a period of at least three years after final acceptance of the work.

d At the direction of the supervising department, affidavits and other supporting documentation will be required of the Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

3. Good faith efforts on the part of the Contractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of the section concerning the worker hours performed by actual Chicago residents.

4. When the work is completed in the event that the City has determined that the Contractor failed to ensure the fulfillment of the requirement of this section concerning worker hours performed by actual Chicago Residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance, it is agreed that 1/20 of 1%, 0.0005, of the approved Contract Value for this Contract shall be surrendered by the Contractor to the City in payment for each percentage of shortfalls toward the

stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed. The willful falsification of statements in the certification of payroll data may subject the Contractor or Subcontractors or employee to prosecution. Any retainage to cover Contract performance that may become due to the Contractor pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City, pending the Chief Procurement Officer's determination whether the Contractor must surrender damages as provided in this paragraph

5. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements For Affirmative Action To Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246" or other affirmative action required for equal opportunity under the provisions of this Contract. The Contractor shall include this provision in all subcontracts.

N. Employment of Illinois Laborers on Public Works Projects

Contractor use only Illinois laborers in the performance of this Contract to the extent (1) required by the Employment of Illinois Laborers on Public Works Projects Act, 30 ILCS 570/0.01. as amended from time to time and (2) otherwise permitted by law.

0. Compliance with Child Support Orders Ordinance

1 The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility integrity and lawfulness, and finds that it is especially inequitable for contractors to obtain the benefits of pubic funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

2. In accordance with Section 212-05 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner(s) in arrearage on their child support obligations and (1) such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Disclosure Affidavit), then:

3. For those bidders in competitive bid contracts, the City shall assess an 8% penalty This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment.

4 For purposes of this section, "SUBSTANTIAL OWNER" means any person who owns or holds a 10% or more percentage of interest in the bidder, where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

5. **"PERCENTAGE OF INTEREST"** includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a 20% interest in

Contractor, and an individual or entity has a 50% or more percentage of interest in Corporation B, then such individual or entity indirectly has a 10% or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

6, The provisions of this Section shall only apply where not otherwise prohibited by federal, state or local law.

P. Chicago Business Preference

1 The Chief Procurement Officer shall accept the lowest bid price or lowest evaluated bid price from a responsive and responsible Chicago business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-Chicago business by more than 2%.

2. A Chicago Business ("Chicago Business") is a business located within the corporate limits of City, and is subject to City of Chicago taxes

3. Where all partners to a joint venture are Chicago Businesses, the joint venture shall be deemed to be a Chicago Business. Where all partners to a joint venture are not Chicago Businesses, such joint venture shall be considered a Chicago Business only if Chicago Businesses hold at least a 50% interest in the venture. Chicago Businesses have a 50% interest in the joint venture only if the Chicago Business partners in the venture hold subcontracts equal to 50% or more of the amount of the bid. Joint venture bidders shall submit information and documentation (including, but not limited to, the joint venture agreement and subcontracts) with their bids to establish their eligibility for the Chicago Business Preference. A joint venture bidder which fails to submit such information shall not be entitled to the Chicago Business Preference.

4 The Chief Procurement Officer's determination of a bidder's eligibility for the Chicago Business Preference shall be final.

Q. MacBride Principles Ordinance

1 The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

2. In accordance with Section 2-92-580 of the Municipal Code of Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

3. For those Contractors who take exception in competitive bid contracts to the provision set forth above, the City shall assess an 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.

R. Buy America

The Contractor shall ensure that, to the extent applicable, services provided hereunder comply with any Buy America provisions of the Federal government and/or any similar provisions of the State or City.

S. Living Wage Ordinance

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

   a If the Contractor has 25 or more full-time employees, and

   b. 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

   c. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.

2. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in 1.a and 1.b above are met, and will continue thereafter until the end of the Contract term.

3. As of July 1, 2003 the Base Wage became $9 20 per hour and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor and all other Performing Parties must pay the prevailing wage rates.

4. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.

5 Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section 1 through 4 above do not apply.

T. Licensing of General Contractors

Important. The failure to comply with the provisions of Chapter 4-36 of the Municipal Code ("Chapter 4-36") may result in ineligibility to bid, inability to perform (or continue) to work, in substantial fines, and/or in the City's revoking the Bidder's "general contractor" license. Information about Chapter 4-36 and application forms are available on the City's website, www.cityofchicago.org. A copy of the entire ordinance is included in Book 2

In connection with this law, Bidder's attention is drawn especially to the following.

Effect of Chapter 4-36 on Bidding and Award and Performance:

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

2. The Bidder must be in compliance with the requirements of Chapter 4-36, in the appropriate license class commensurate with the size of this project, if the license is required for the scope of work, **at the time Bidder submits its bid** and, if it is awarded a contract, throughout the term of the contract.

3 The Contractor's failure to be licensed as a "general contractor" at all times throughout the term of the contract, if the license is required for the scope of work, or Contractor's loss of its general contractor license, if the license is required for the scope of work, are **events of default** under the contract and either or both triggers the City's right to exercise any and all rights and remedies permitted under the contract, at law, or in equity

4. **All contract modifications for work to be done after March 29, 2004,** regardless of when the contract was bid or awarded, are subject to the requirements of Chapter 4-36.

U. Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract 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 Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee

Contractor agrees that it 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.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No 05-1

Contractor agrees that a 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. 05-1 constitutes a breach and default under this Agreement, 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 Agreement, 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. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

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

Individuals are "Domestic Partners" if they satisfy the following criteria.

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months
2. The partners have common or joint ownership of a residence
3. The partners have at least two of the following arrangements:
   a joint ownership of a motor vehicle;
   b. a joint credit account;
   c. a joint checking account,
   d. a lease for a residence identifying both domestic partners as tenants
4 Each partner identifies the other partner as a primary beneficiary in a will.

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

XXIII. MISCELLANEOUS

A. Counterparts

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

B. Modifications

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

C. No Waiver of Legal Rights

1 The City will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City will not be precluded or estopped from recovering from the Contractor and its sureties such damages as the City may sustain by reason of Contractor's failure to comply with the terms of the Contract.

2. Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, will operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided. A waiver of any breach of the Contract is not held to be a waiver of any other or subsequent breach.

3. Miscellaneous Provisions: Whenever under this Contract, the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver is construed as a modification of this Contract regardless of the number of times the City may have waived the performance, requirement, or condition.

D. Governing Law

This Contract is governed in accordance with the laws of the State of Illinois without regard to choice of law principles. The Contractor hereby irrevocably submits, and causes its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor.

E. Consent to Service of Process and Jurisdiction

All judicial proceedings brought against the Contractor with respect to this Contract may be

brought in (1) any court of the State of Illinois of competent jurisdiction; and (2) any Federal court of competent jurisdiction having situs within the boundaries of the Federal court district of the Northern District of Illinois, and by execution and delivery of this Contract, the Contractor accepts, for itself and in connection with it properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. 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 in any such proceedings in such court (which representative shall be available to receive such service at all times), such service being hereby acknowledged by such representative to 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 and is retained or employed by the Contractor. 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 bring any action or proceeding with respect to this Contract in the jurisdiction set forth above. 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.

F. Co-Operation by Parties

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

G. 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 is the joint and several obligation or undertaking of each such individual or other legal entity.

H. No Third Party Beneficiaries

Except as may otherwise be provided herein, 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

I. Notices

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

   a. If to the City· Department Commissioner, as indicated on the cover of this Contract.

   b With Copies to. The Chief Procurement Officer, City Hall, 121 North LaSalle, Room 403, Chicago, IL 60602;

   c. If to the Contractor: The address identified on its Proposal; and

   d With Copies to: The Contractor's bonding company.

2 Notices delivered by mail are deemed effective three (3) days after mailing in accordance with this Section. Notices delivered personally are deemed effective upon receipt The City addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this Section.

J. Authority

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

2. Consents and Approvals Unless otherwise expressly stated herein, any consents and approvals to be given by the City are made by the Commissioner.

XXIV. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE COMMITMENT

1. Policy and Terms

It is the policy of the City of Chicago that businesses certified as Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) 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, shall have the full and fair opportunities to participate fully in the performance of this agreement Therefore, the bidder or contractor shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

Under the City's MBE/WBE Construction Program, the program-wide aspirational goals are 24% Minority Owned Business Enterprise participation and 4% Women Owned Business Enterprise participation. The prior goals for this particular scope of work were 24% and 4% and the contractors operating under the old program were able to achieve 29.1% and 7.9% The City is setting goals of 24% and 4% on contracts under $10,000,000 in line with its overall aspirational goals, and is requiring that bidders make a good faith effort in meeting or exceeding those goals. In the event a bidder is unable to meet these goals, "Schedule H: Documentation of Good Faith Efforts," provided in the bid package, must be submitted.

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

MBE Contract-Specific Goal 35%

WBE Contract-Specific Goal: 7%

This contract specific goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE contract specific goals shall be percentages of the bidder's total base bid. However, the MBE and WBE contract specific goals shall apply to the total value of this contract, including all amendments and modifications. The Chief Procurement Officer may review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or $50,000, whichever is greater, for opportunities to increase the participation of MBEs or WBEs already involved in the contract

MBE and WBE contract specific goals are separate and a firm certified as both a MBE and a WBE shall not be credited more than once against a bidder's or contractor's MBE or WBE commitment in the performance of this contract.

II. Definitions

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

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

"Chief Procurement Officer" 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 or fulfilling responsibilities as a joint venture partner.

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

"Contract Compliance Officer" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago,

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

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

"Directory" means the Directory of Minority Business MBEs and WBEs maintained and published by the Contract Compliance Officer The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and the areas of

specialty in which they have been certified Bidders and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs,

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a contract specific goal that, by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements

"Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

"Minority Business Enterprise" or "MBE" means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations.

"Women Business Enterprise" or "WBE" means a firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations

III. Joint Ventures

The formation of joint ventures with MBEs and WBEs to meet contract specific goals is encouraged. A joint venture may be formed between MBEs and/or WBEs or between MBEs and/or WBEs and non-certified firms

A. A joint venture may be eligible for credit towards the contract specific goals only if:

1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the work of the contract, to be performed with its own forces and its own equipment and for which it is separately at risk, equal to 100% of the value of its ownership in the joint venture;

3. Each joint venture partner executes the bid to the City; and

4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract.

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 shall be final

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

MBE and WBE participation shall be counted toward the contract specific goals as follows:

A The value of the work actually performed by the MBE's or WBE's own forces shall be counted towards the contract specific goals. The entire amount of that portion of the construction contract that is performed by the MBE's or WBE's own forces, including supplies purchased or equipment leased by the MBE or WBE shall be counted. Supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or non-certified MBE's or WBE's shall not be counted towards the

contract specific goals.

B 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. A joint venture may also count the dollar value of work subcontracted to other MBE's and WBE's. Work actually performed by the forces of a non-certified joint venture partner shall not be counted toward the contract specific goals.

C. When a MBE or WBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the contract specific goals only if the MBE's or WBE's subcontractor is itself a MBE or WBE . Work that a MBE or WBE subcontracts to a non-MBE or WBE does not count towards the contract specific goals.

D. A bidder or contractor may count toward its MBE or WBE contract specific goal sixty percent (60%) of its expenditures for materials and supplies required under the contract and obtained from a MBE or WBE regular dealer or supplier. A regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer 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 dealer 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. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

A bidder or contractor may count toward its MBE or WBE contract specific goal one hundred percent (100%) of such expenditures to an MBE or WBE manufacturer. 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.

F. A bidder or contractor may count toward the contract specific goals the following expenditures to MBE or WBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services 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.

2 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.

3 The fees or commissions charged for providing any bonds or insurance 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

G. A bidder or contractor may count toward the contract specific goals only expenditures to firms that perform a commercially useful function in the work of the contract.

1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved The MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

2 A MBE or WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether a MBE or WBE is such an extra participant, the Chief Procurement Officer shall examine similar transactions, particularly those in which MBEs or WBEs do not participate.

3. If a MBE or WBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the MBE or WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumptively not performing a commercially useful function. The MBE or WBE may present evidence to the Chief Procurement Officer to rebut this presumption.

H MBE and WBE contract specific goals are separate. A firm certified as both a MBE and a WBE shall not be credited more than once against a bidder's or contractor's MBE or WBE commitment in the performance of this contract

V. Procedure to Determine Bid Compliance

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

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

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 clearly evidence that the MBE or WBE joint venture partner will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel and equipment and share of the costs of insurance and bonding;

2 Work items to be performed by the MBE's or WBE's own forces,

3 Work items to be performed under the supervision of the MBE or WBE venture partner; and

4. The MBE's or WBE's commitment of management, supervisory and operative personnel dedicated to the performance of the project

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

The bidder must submit a Schedule C with the bid for each MBE and WBE included on the Schedule D Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices An executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within three (3) business days after the date of the bid opening when a facsimile copy of the Schedule C has been submitted with the bid.

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

The bidder must submit a Schedule D with the bid. An approved Compliance Plan is a condition precedent to commencement of the contract.

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

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the contract specific goals. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

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

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

E Schedule F· Report of Subcontractor Solicitations

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

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the contract specific goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.

2. If the bidder's Compliance Plan demonstrates that it has not met the contract specific goals in full or in part, the bidder must submit its Schedule H no later

than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.

3 Documentation must include but is not necessarily limited to

a A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;

b A listing of all MBEs and WBEs contacted for the bid solicitation that includes:

i. Names, addresses and telephone numbers of firms solicited; ii. Date and time of contact;

iii Person contacted·

iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.)

c. Evidence of contact, including:

i. Project identification and location;

ii. Classification/commodity of work items for which quotations were sought; iii. Date, item and location for acceptance of subcontractor bids; iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.

F. Agreements between a bidder or contractor and an MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.

G. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.

H. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within three (3) business days that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive

I No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services

VI. Demonstration of Good Faith Efforts

A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.

B. The Contract Compliance Officer shall consider, at a minimum, the bidder's or contractor's efforts to:

1 Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H The bidder or contractor must solicit MBEs and WBEs within sufficient time to allow them to respond. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.

2 Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs

3 Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation

4 Negotiate in good faith with interested MBEs or WBEs that have submitted bids That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's or contractor's failure to meet the contract specific goals, as long as such costs are reasonable.

5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the contract specific goals.

6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the contract specific goals.

7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the contract specific goals have been met

8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.

9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and

11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Contract Compliance Officer.

VII. Changes to Compliance Plan

A The bidder or contractor may not make changes to its Compliance Plan or contractual MBE and WBE commitments or substitute MBE or WBE subcontractors without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the bidder's or 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 should have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

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

1 Unavailability after receipt of reasonable notice to proceed,

2. Failure of performance;

3 Financial incapacity;

4 Refusal by the subcontractor to honor the bid or proposal price or scope,

5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

6. Failure of the subcontractor to meet insurance, licensing or bonding requirements,

7. The subcontractor's withdrawal of its bid or proposal; or

8. De-certification the subcontractor as a MBE or WBE.

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

1. The bidder or contractor must notify the Contract Compliance 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 cope of work must be submitted with the request.

2 The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.

3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Contract Compliance Officer, it must make good faith efforts to meet the contract specific goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE contract specific goal cannot be reached and good faith efforts have been made,

the bidder or contractor may substitute with a non-MBE or non-WBE

4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Contract Compliance Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have fair opportunity to bid on the new scope of work

5. A new subcontractor 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.

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

VIII. Reporting and Record Keeping

A. During the term of the contract, the contractor shall submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date.

B. The contractor shall file regular Status Reports of MBE/WBE Subcontract Payments, detailing MBE and WBE payments to date, with each monthly payment voucher (Summary of Estimate). The voucher will not be transmitted to the City Comptroller for payment until the current Status Report has been filed wit the Department of Procurement Services.

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

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

IX. Non-Compliance

A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

C. Remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, or the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition

to any other criminal or civil liability to which such entities may be subject

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

X. Arbitration

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

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

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

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

XI. Equal Employment Opportunity

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

XII. Information Sources

Small business guaranteed loans, surety bond guarantees:

U. S. Small Business Administration
500 West Madison Street, Suite
Chicago, Illinois 60661

General information:	(312) 353-4528
Bond Guarantee Program - Surety Bonds	(312) 353-4003
Procurement Assistance.	312) 353-4503

Project information and general MBE/WBE Program information

City of Chicago
Department of Procurement Services
Contract Administration
Office of Business Development - Certification Unit
City Hall Room 403

Chicago, Illinois 60602
312-744-4900
Attention: Lisa Lewis
312-744-4909
City of Chicago
Department of Procurement Services
Office of Vendor Relations
www.cityofchicago.org/purchasing
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Cardenas
312-744-0845

ATTACHMENT A – ASSIST AGENCY

AFRICAN AMERICAN CONTRACTORS ASSOCIATION
3901 S. STATE
CHICAGO, IL 60653
PHONE #: (312) 915-5960
FAX #: (312) 567-9919
WEB: NONE
EMAIL: OMARAACA@HOTMAIL.COM
ATTN: OMAR SHAREEF, PRESIDENT

ASIAN AMERICAN ALLIANCE
222 W. CERMAK ROAD SUITE 303
CHICAGO, IL 60616
PHONE #: (773) 293-1249
FAX #: (773) 293-3642
WEB: WWW.ASIANAMERICANALLIANCE.COM
EMAIL: CTAKADA@ASIANAMERICANALLIANCE.COM
ATTN: MITCH SCHNEIDER, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION ENTERPRISES
333 N. OGDEN AVENUE
CHICAGO, IL 60607
PHONE #: (312) 563-0746
FAX #: (312) 666-1785
WEB: NONE
ATTN: PERRY NAKACHI, PRESIDENT

BLACK CONTRACTORS UNITED
400 W. 76TH STREET SUITE 200
CHICAGO, IL 60620
PHONE #: (773) 483-4000
FAX #: (773) 483-4150
WEB: WWW.BLACKCONTRACTORSUNITED.COM
ATTN: FLORENCE COX, EXECUTIVE

CHICAGO MINORITY BUSINESS DEVELOPMENT COUNCIL, INC.
1 EAST WACKER DRIVE SUITE 1200
CHICAGO, IL 60601
PHONE #: (312) 755-8880
FAX #: (312) 755-8890
WEB: WWW.CMBDC.ORG
ATTN: TRACYE SMITH, EXECUTIVE DIRECTOR

CHICAGO URBAN LEAGUE
220 S. STATE STREET 11TH FLOOR
CHICAGO, IL 60604
PHONE #: (312) 692-0766 EXT. 256
FAX #: (312) 692-0769
WEB: WWW.CUL-CHICAGO.ORG
EMAIL: JARCHIE@CUL-CHICAGO.ORG

ATTN: JOAN ARCHIE, DIRECTOR OF
EMPLOYMENT, COUNSELING & TRAINING

COSMOPOLITAN CHAMBER OF COMMERCE
560 WEST LAKE ST., SUITE 5TH FLOOR
CHICAGO, IL 60661
PHONE #: (312) 786-0212
FAX #: (312) 234-9807
WEB: WWW.CCHAMBER.ORG
ATTN: GLORIA BELL, EXECUTIVE DIRECTOR

FEDERATION OF WOMEN CONTRACTORS
5650 S. ARCHER AVENUE
CHICAGO, IL 60638
PHONE #: (312) 360-1122
FAX #: (312) 360-0239
WEB: WWW.FWCCHICAGO.COM/
ATTN: BETH DORIA, EXECUTIVE DIRECTOR

HISPANIC AMERICAN CONTRACTORS INDUSTRY ASSOCIATION (HACIA)
901 WEST JACKSON BOULEVARD SUITE 205
CHICAGO, IL 60607
PHONE #: (312) 666-5910
FAX #: (312) 666-5692
WEB: WWW.HACIAWORKS.ORG
EMAIL: MAILTO:CSATOY@HACIA WORKS.ORG
ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR

LATIN AMERICAN CHAMBER OF COMMERCE
3512 WEST FULLERTON AVENUE
CHICAGO, IL 60647
PHONE #: (773) 252-5211
FAX #: (773) 252-7065
WEB: WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM
EMAIL: LACC@LATINAMERICANCHAMBEROFCOMMERCE
ATTN: ANTHONY GUILLEN, DIRECTOR

ILLINOIS HISPANIC CHAMBER OF COMMERCE (FORMERLY MACC)
33 N. LASALLE STREET
SUITE 1720
CHICAGO, IL 60602
PHONE #: (312) 372-3010
FAX #: (312) 372-3403
WEB: WWW.MACCBUSINESS.COM
ATTN: JUAN OCHOA, PRESIDENT & CEO

NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS
CHICAGO CHAPTER
330 S. WELLS STREET
SUITE 1110

CHICAGO, IL 60606
PHONE #: (312) 322-0990
FAX #: (312) 461-0238
WEB: WWW.NAWBOCHICAGO.ORG
EMAIL: INFO@NAWBOCHICAGO.COM
ATTN: CLAIR GREGOIRE, PRESIDENT

RAINBOW/PUSH COALITION
930 E. 50TH STREET
CHICAGO, IL 60615
PHONE #: (773) 256-2728
FAX #: (773) 256-2751
WEB: WWW.RAINBOWPUSH.ORG
ATTN: DONNA GAINES, DEPUTY DIRECTOR TRADE BUREAU

SUBURBAN BLACK CONTRACTORS
848 DODGE AVENUE
SUITE 347
EVANSTON, IL 60202
PHONE #: (847) 359-5356
FAX #: (847) 359-5367
WEB: NONE
ATTN: LARRY BULLOCK, PRESIDENT

SUCCESSFUL INDEPENDENT NETWORK ASSOCIATION (SIN)
2100 W. WASHINGTON
CHICAGO, IL 60612
PHONE #: (312) 850-1665
FAX #: (312) 850-1665
E-MAIL: DIANEJONESIN@YAHOO.COM
ATTN: DIANE JONES, PRESIDENT
ATTN: ARNETTE KING, GENERAL MANAGER

TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
2000 FIFTH AVENUE
ROOM R-201
RIVER GROVE, IL 60171
PHONE #: (708) 456-0300 EXT. 3714

UPTOWN CENTER HULL HOUSE
4520 N. BEACON STREET
CHICAGO, IL 60640
PHONE #: (773) 561-3500
FAX #: (773) 561-3507
WEB: WWW.HULLHOUSE.ORG/EDU.HTM
Email: MAILTO:CROESCHLEY@HULLHOUSE.ORG
ATTN: CURT ROESCHLEY, DIRECTOR

SMALL BUSINESS DEVELOPMENT

WOMEN'S BUSINESS DEVELOPMENT CENTER
8 SOUTH MICHIGAN AVENUE
SUITE 400
CHICAGO, IL 60603
PHONE #: (312) 853-3477
FAX #: (312) 853-0145
WEB: WWW.WBDC.ORG
Email: MAILTO:HRATNER@WBDC.ORG
ATTN: HEDY RATNER, CO-PRESIDENT
CAROL DOUGAL, CO-PRESIDENT

THE CHICAGO AREA GAY & LESBIAN CHAMBER OF COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660
PHONE #: (773) 303-0167
FAX #: (773) 303-0168
WEB: HTTP://WWW.GLCHAMBER.ORG/
CHRISTEE SNELL, EXECUTIVE DIRECTOR

SCHEDULE B:

MBE/WBE Affidavit of Joint Venture

All information requested on this schedule must be answered in the spaces provided Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. In all proposed Joint ventures, each MBE and/or WBE venturer must submit a copy of its current Letter of Certification

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

II. Email address:_____
Name of non-MBE/WBE venturer:_____
Address:_____
Telephone number:_____
Email address:_____
Contact person for matters concerning MBE/WBE compliance:_____

III. Name of MBE/WBE venturer:_____
Address:_____
Telephone number:_____
Email address:_____
Contact person for matters concerning MBE/WBE compliance:_____

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

V. Attach a copy of the joint venture agreement.
In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to· (1) the contributons of capital, personnel and equipment and share of the costs of bonding and insurance, (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management supervisory and operative personnel employed by the MBE/WBE to be dedicated to the perFommance of the project.

VI Ownership of the Joint Venture

A What is the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBENVBE ownership percentage(s)_

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

1. Profit and loss sharing:_____

2. Capital contributions:

   (a) Dollar amounts of initial contribution:_____

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

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

   _____

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

   _____

   _____

5. Costs of bonding (if required for the performance of the contract):

   _____

6. Costs of insurance (if required for the performance of the contract):

   _____

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

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

   _____

   _____

   _____

   _____

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

A. Joint venture check signing:

   _____

   _____

   _____

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

   _____

   _____

   _____

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

_____
_____
_____

D Acquisition of lines of credit

_____
_____
_____
_____

E. Acquisition and indemnification of payment and performance bonds:

_____
_____
_____

F. Negotiating and signing labor agreements:

_____
_____
_____

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

1 Supervision of field operations._____

2. Major purchases:_____

3. Estimating: _____

4 Engineering: _____

VIII Financial Controls of joint ventune.

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

_____

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

_____
_____
_____
_____

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

_____
_____
_____
_____

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

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

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

A. Are anv proposed joint venture employees currenty employed by either venturer?
Currently employed by non-MBE/WBE venturer (number) _____
Employed by MBE/WBE venturer?_____

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

_____

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

_____

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement and to permit audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

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

Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
Signature of Affiant	Signature of Affiant
Name and Title of Affiant	Name and Title of Affiant
Date	Date

On this day of_____, 20 ___, the above-signed officers

_____
(names of affiants)

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

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

_____
Signature of Notary Public

My Commission Expires. _____

(SEAL)

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SCHEDULE C: LETTER OF INTENT FROM MBE/WBE TO PERFORM

As Subcontractor, Supplier and /or Consultant

Name of Project/Contract:_____
Specification Number:_____

From: _____
(Name of MBE/WBE Firm)

To: _____and the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago effective date of_____ to _____

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Pay Item No. / Description	Quantity / Unit Price	Total

Sub (or Grand) Total: $_____

Partial Pay Items.
For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

_____
_____
_____
_____
_____
_____
_____

Grand Total: $_____

If more space is needed to fully describe the MBE/WBE proposed scope of work and/or payment schedule, attach additional sheets.

Schedule C

SUB-SUBCONTRACTING LEVELS

____ % of the dollar value of the MBE/WBE's subcontract will be sublet to non-MBE/WBE contractors.

____ % of the dollar value of the MBE/WBEs subcontract will be sublet to MBE/WBE contractors.

NOTICE: IF ANY OF THE MBE'S OR WBE'S SCOPE OF WORK WILL BE SUBCONTRACTED ATTACH A BRIEF EXPLANATION/DESCRIPTION OF THE WORK THAT WILL BE SUBCONTRACTED. A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE IF MBE/WBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK LISTED OR ATTACHED TO THIS SCHEDULE.

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 (3) three working days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE (AND ACCOMPANYING ATTACHMENTS) TO BE SUBMITTED WITH ORIGINAL SIGNATURES.

_____

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

_____

Name /Title (Print)

_____

Date

_____

Phone

SCHEDULE D: COMPLIANCE PLAN REGARDING MBE AND WBE UTILIZATION

Name of Project/Contract:_____
Specification Number:_____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the _____ and duly authorized representative of
(Title of Affiant)

_____
(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Schedule C of Minority and Women Business Enterprises (MBE/WBE), to perform as subcontractor. All MBEs and WBEs must be certified with the City of Chicago in the area(s) of specialty listed.

Names of MBE/WBE Firms	Type of Work to be Performed (in accordance with Schedule Cs)	MBE Participation in dollars and percentage	WBE Participation in dollars and percentage
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

Total MBE Participation:$_____
Total WBE Participation:$_____
Total Price:_____

Total MBE %:_____
Total WBE %:_____

Schedule D

If the Contract Specific Goals were not achieved, check the Efforts undertaken. The apparent lowest bidder must submit a Schedule H documenting these Efforts no less than three days after bid opening. Failure to submit the Schedule H will cause the bid to be rejected. Additional Efforts after bid opening will not be considered in determining award of this contract.

Good Faith Efforts Checklist

___ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.

___ Provided timely and adequate information about the plan, specifications and requirements of the contract.

___ Advertised the contract opportunities in media and other venues oriented toward MBEs and WBEs.

___ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.

___ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.

___ Made efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

___ Made efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

___ Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs as listed on Attachment B to the Special Conditions.

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The undersigned will enter into complete subcontract agreements with all listed MBE/WBE firms for work as indicated by this Schedule D and accompanying Schedules, and will enter into such agreements within three (3) business days after receipt of the contract executed by the City of Chicago. Copies of each signed subcontract, purchase order, or other agreement will be submitted to the Department of Procurement Services so as to assure receipt within ten (10) business days after award.

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

_____ _____
(Name- Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____
(Name of Prime Contractor -Print or Type)

_____
(Signature)

_____
(Name of Affiant)

_____
(Date)

On this _____ day of _____ , 20___,
the above signed officer, _____,
(Name of Affiant)
personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

_____
Notary Public Signature

Commission Expires: _____ (Seal)

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SCHEDULE F:

REPORT OF SUBCONTRACTOR SOLICITATIONS FOR CONSTRUCTION CONTRACTS

Submit Schedule F with the bid. Failure to submit the Schedule F may cause the bid to be rejected. Duplicate sheets as needed.

Project Name: _____
Specification #._____

I,_____ on behalf of_____
(Name of reporter) (Prime contractor)

have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all MBE/WBE and non-MBE/WBE subcontractors who bid or quoted price information on this contract.

Company Name _____

Business Address_____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation_____

Type of Work Solicited_____

Please circle classification. MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address_____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation_____

Type of Work Solicited_____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address_____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation_____

Type of Work Solicited_____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address_____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification MBE Certified WBE Certified MBE & WBE Certified Non- Certified

I DO SOLEMNLY DECLARE AND AFFEIRM UNDER PENALTIES OF PERFURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AN AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____
(Name of Prime Contractor - Print or Type)

_____
(Signature)

_____
(Name/Title of Affiant) – Print or Type

_____
(Date)

On this _____day of, 20 _____,
the above-signed officer,_____
personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that (s)he 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 H:

DOCUMENTATION OF GOOD FAITH EFFORTS TO UTILIZE MBE's AND WBE's ON CONSTRUCTION CONTRACTS

Project Name: _____
Specification # _____

The Department of Procurement Services reserves the right to audit and verify all Good Faith Efforts as a condition of award Material misrepresentations and omissions shall cause the bid to be rejected.

The following is documentation and explanation of the bidder's Good Faith Efforts to meet the contract specific goals as described in the Schedule D Good Faith Efforts Checklist. The Schedule D cannot be modified without the written approval of DPS

I,_____ on behalf of_____
(Name of reporter) (Prime contractor)
have determined that it is unable to meet the contract specific goals in full or in part as set forth in the Special Conditions Regarding Minority and Women Business Enterprise Commitment in Construction Contracts. I hereby declare and affirm that the following good faith efforts were undertaken by the Bidder/Contractor to meet the MBE and/or WBE contract specific goals of this project.

Good Faith Efforts Checklist from Schedule D
Attach additional sheets as needed.

_____ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.
Attach copies of written notices sent to MBEs and WBEs.

_____ Provided timely and adequate information about the plan, specifications and requirements of the contract.
Attach copies of contract information provided to MBES and WBEs.

_____ Advertised the contract opportunities in media and other venues oriented toward MBEs and WBEs.
Attach copies of advertisements.

_____ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.
Attach Attachment C, Log of Contacts.

_____ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.
Describe selection of scopes of work solicited from MBES and WBEs and efforts to break out work items.

_____
_____
_____

____ Made efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor
Describe assistance efforts.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ Made efforts to assist interested MBEs or WBEs in necessary equipment, supplies, materials, or related assistance or services.
Describe assistance efforts.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ Effectively used the services of the City; minority or women community organizations, minority or women assistance groups, local, state, and federal minority or women business assistance offices and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs as listed on Attachment A to the Special Conditions.
Describe efforts to use agencies listed on Attachment A.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor. _____
(Print or Type)

Signature._____
(Signature of Affiant)

Name of Affiant:_____
(Print or Type)

Date._____
(Print or Type)

State of _____

County (City) of_____

This instrument was acknowledged before me on _____(date)
by_____(name/s of person/s)
as_____(type of authority, e g., officer, trustee, etc.)
of_____(name of party on behalf of whom instrument was executed)

_____
Signature of Notary Public

(Seal)

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ATTACHMENT C

LOG OF CONTACTS FOR SOLICITING SUBCONTRACT PARTICIPATION

Use this form or its format to document all contacts regarding the solicitation of subcontractors and suppliers, including responses to telephone calls, letter, fixes electronic mails and advertisements. Duplicate as needed.

Project Name _____ Specification Number _____

Name of MBE or WBE	Date notice sent & method	Scope of work solicited	MBE or WBE written response? If yes, attach.	If MBE or WBE responded, reason agreement was not reached.

PAGE_____Of _____

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JOC GENERAL CONDITIONS

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I. GENERAL PROVISIONS

A. Interpretation of Plans and Specifications

1. Intent of Plans and Specifications:

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

2. Architectural and Engineering Services.

   a Under this Contract it is expected that the level of A/E services and design, if any will be incidental to the Contract and therefore included in the Contractor's Adjustment Factors. However if the level of A/E services for a Work Order requires that the Contractor provide stamped drawings and plans, the Contractor will be reimbursed according to CTC® work task 01203 1000. The Contractor will be required, as on any construction project to provide shop drawings, as-built drawings, project layout drawings and sketches as required.

   b. The preparation and submittal of LEED Documentation, drawings/plans, specifications, safety plans, shop drawings, product data and samples, as-builts, irrigation drawings, proposed design drawings and all other documentation required herein by the Contractor as required by individual Work Orders is part of the Scope of Work of this Contract and the cost there of shall be included in the Contractor's Adjustment Factors.

   c. Approval by the City of plans and drawings prepared by the Contractor does not relieve the Contractor from the responsibility of performing the work according to applicable codes, laws, and ordinances. Comments on or approvals given to any plans, drawings, schedules, or means and methods shall not relieve the Contractor from the responsibility of performing the work to achieve the objectives of the Work Order

II. PROJECT ORGANIZATION

A. The JOC Coordinator

1 The Commissioner will assign a JOC Coordinator to oversee the execution of the Job Order Contract. The JOC Coordinator will manage and administer the JOC program on behalf of the Commissioner and supervise and oversee the work of the Project Managers.

2. The JOC Coordinator shall assign JOC projects and provide overall guidance to the Project Managers and the Contractor in the execution of Job Order Contracting. The JOC Coordinator shall intervene in disputes or disagreements between the Project Manager and the Contractor.

3. The JOC Coordinator shall evaluate the overall performance of the Contractor and report program status and progress to the Commissioner.

B. The Project Manager

1. The Project Manager, assigned by the Commissioner, will be responsible for determining and documenting the Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field supervision, and recommending payments and Work Order Time.

2. The Project Manager, shall be the Commissioner's representative in charge of the supervision of the Work. The Project Manager shall have authority to stop the Work whenever such stoppage may be necessary in the Project Manager's reasonable opinion to insure the proper execution of the Contract. The Project Manager shall within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

III. SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

A. Scope of Work

1. This is an indefinite quantity Contract for the supplies or services specified, and effective for the period stated in the Contract Documents.

2. **This Contract is primarily to be used for the construction, rehabilitation, and modernization of flat work/site work, structures and other infrastructure facilities under the jurisdiction of the Department of Transportation including but not limited to bridges, streets, highways, cul-de-sacs, sidewalks, paving, landscaping, drainage structures, curbs and gutters, however the City reserves the right to have the Contractor work on any City facility..** However, the City is not obligated nor does it guarantee that the Contractor will perform work in the above mentioned categories. The City reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents.

3. Work or performance shall be made only as authorized by Work Orders issued in accordance with Article III.B. of these JOC General Conditions, the "Procedure For Ordering Work".

4. The Scope of Work of this Contract shall be determined by individual Work Orders issued hereunder. **The Contractor is not allowed to refuse to perform any work order requested by the City.** The Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Work Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety as well as site preparation and cleanup during and after construction. The City makes no commitment as to the award of individual Work Orders. All costs associated with the above scope of work and the preparation of proposals shall be the responsibility of the Contractor.

5. The Work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State of Illinois and the City.

6. The Contractor shall maintain accurate and complete records, files and libraries of documents to include Federal, State, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

7. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Work Order.

8. In addition to the Work Tasks in the CTC® Book 3, the Commissioner may, from time to time, require Non Pre-priced Work These Non Pre-priced Work Tasks will be incorporated in individual Work Orders and the Contractor shall accomplish those Tasks with the same diligence as those Work Tasks incorporated in this Contract in the CTC® and Technical Specifications.

9 All Work shall conform to and comply with any applicable standards, including those specified in the following documents, regardless of whether an individual Work Order

makes reference thereto, except that, if the Work Order specifies a standard which is inconsistent, the standard used in the Work Order shall control:

a. The City of Chicago Building Code

b. The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction

c Work Order Specific Specifications

d Job Order Contract Technical Specifications – Book 4

(1) The CDOT Supplemental Specifications, Volume 4a, consists of CDOT Specific Specifications applicable to Section 1 items of the Construction Task Catalog, Book 3; Volume 4b specifications are applicable to non-Section 1 items of the Construction Task Catalog.

(2) The Technical Specifications, Book 4, are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions 2 through 16 per CSI guidelines.

(3) The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of City facilities.

(4) Reference in the Technical Specifications or the CTC® to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory.

e. CDOT Standard Drawings (Volume 4c)

B. Procedure For Ordering Work

1. **Notification of Scope Meeting:** The City will notify the Contractor if and when the City desires construction work to be performed under the terms of the Contract, The City will verbally notify the Contractor of the place and time of the Joint Scope Meeting which typically will be scheduled to occur no less than 24 hours after the notification of the Joint Scope Meeting. At such time that the notification is given, the City may provide existing drawings, work descriptions or other information that may be beneficial to the Contractor. The Contractor must attend the Joint Scope meeting.

2. **Joint Scope Meeting:** The Contractor personnel responsible for preparation of the Work Order Proposal, will visit the proposed Work site in the company of the City and participate in a Joint Scope Meeting which will include discussion and establishment of the following:

a. Work Order number and title

b. Existing site conditions

c. Methods and alternatives for accomplishing Work

d. Definition and refinement of requirements and agreement on the Scope of Work

e. Requirements for drawings, design work, sketches, shop drawings, etc.

f Tentative construction schedule

g. Preliminary quantity estimates

h Date for submittal of drawings, if required, and the date the Price Proposal is due

3 **Detail Scope of Work:** After the joint scoping of the Work site, the Contractor and the Project Manager will agree on a documented Scope of Work The Scope of Work will be signed by both parties on a form provided by the City. This Scope of Work, unless modified by the City, will be the basis on which the Contractor will develop its Price Proposal and the basis on which the Project Manager will evaluate the Contractor's Price Proposal.

4 **Issuance of the Request for Proposal:** Upon completion of the Joint Scope Meeting and the Scope of Work the Project Manager will issue a Request for Proposal (RFP) which requires that the Contractor prepare a Price Proposal for the Work under consideration by the date so noted on the RFP

5 Preparation of the Price Proposal:

The Contractor will prepare the Price Proposal in accordance with the following:

a. **Pre-priced Work Requirements:** Pre-priced Work requirements will identify the type and number of Work units required from the CTC®, Book 3, to perform the Scope of Work. The Unit Price set forth in the CTC® shall serve as the base price for the purpose of this provision.

For any given scope of work, the Contractor shall first select those work tasks that are designated City of Chicago Department of Transportation (CDOT) standard site work tasks to accomplish the Work Order Scope of Work. The City of Chicago, Department of Transportation standard site work tasks are located in Section 1 of the CTC® and are all-inclusive, assembly work tasks. The tasks in Section 1 shall be used in lieu of individual component tasks. For instance if the scope of work requires the installation of sewer pipe the Contractor would select the CDOT assembly work task which according to the specifications includes:

> "pipe, fittings, openings to existing manhole wall, excavation, hauling, and legal disposal of existing material and sewers, bedding, video taping and all other work required to complete the sewer installation as specified. Any dewatering and sheeting or shoring required to do the work as specified shall not be paid for separately but will be incidental to the Contract unit price of this item."

The Contractor shall select work tasks from the City of Chicago Department of Transportation standard site work tasks to accomplish all or the majority of the site work type work. **There will be no exceptions. The City will determine if the Work Order site requires the selection of other site work tasks that are required to accomplish the Work Order Scope of Work. Under no circumstances shall the Contractor select a site work task not designated as a City of Chicago Department of Transportation standard site work tasks unless approved by the City.**

b **Non Pre-priced Work Requirements:** It may be necessary to include in the Contractor's Price Proposal work tasks that are not included in the CTC®. These task are considered non pre-priced work tasks and the following applies:

1) It is the responsibility of the Contractor to identify such items and obtain approval from the City for using a non pre-priced item prior to its inclusion in the Contractor's Price Proposal. Non Pre-priced Work shall be separately identified in the Proposal.

2). If the Contractor will perform the work with its own forces, it shall submit a breakdown of the cost of labor equipment and material/equipment installed.

a). The number of hours for each labor classification and hourly rates shall be shown.

b). Equipment costs(other than small tools) will be determined according to the "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Division of Highways of the State of Illinois or if not listed in the above the "CONTRACTORS' EQUIPMENT OWNERSHIP EXPENSE" of the Associated General Contractors of America shall be used.

c) The Contractor shall submit three independent quotes for all material/equipment to be installed

3). If the Work is to be subcontracted, the Contractor must submit three independent bids from subcontractors If three quotes or bids can not be obtained, the Contractor will provide reason in writing for the City's approval.

4). At the discretion of the City, Non Pre-priced tasks as well as other tasks may be added to the CTC® during the course of the Contract. Upon mutual agreement between the City and the Contractor, unit prices will be established based on actual quotes from material suppliers and installers and fixed as a permanent Pre-priced task in the CTC®.

5). **Pricing Non Pre-priced Items:** The final price submitted for Non Pre-priced Work items shall be according to the following formula. Each non pre-priced item must be supported with the necessary back-up documents including the calculation below.

For Work Performed with the Contractor's Own Forces:,

A = Direct Labor Cost (Up through the foreman level and Fringe Benefits per Prevailing Wage Rates plus payroll taxes and insurance)

B = Direct Material Costs (supported by quotes)

C = Direct Equipment Costs

Total Cost for Self-perform work = (A+B+C) x NPP Adjustment Factor

For Work Performed by subcontractors:

D = Subcontractor Costs (supported by three quotes)

Total Cost of Non Pre-priced Task = D x NPP Adjustment Factor

6). Following approval by the City of a Non Pre-priced item and unit price, the Non Pre-priced item unit price will be entered into the computer database,

7). **Unlike the Normal Working Hours Adjustment Factor and the Other than Normal Working Hours Adjustment Factor, the Non Pre-priced Adjustment Factor shall not be adjusted for the duration of the Contract.**

c. The Contractor's Price Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the Work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the Price Proposal shall include, but not be limited to·

1) drawings, calculations, specifications, and other technical data as required,

2). catalog cuts,

3) back-up for any non pre-priced items,

4). construction schedule, and

5). for special equipment a copy of the warranty document may be required.

d **Time for Submittal:** The Contractor's Price Proposal shall be submitted in accordance with the date indicated on the RFP. Unless otherwise stated on the RFP, the Price Proposal will be due no later than **ten (10) working days** after the date of issuance of the RFP. The City may allow additional time for preparation of the Contractor's Price Proposal for complex Work Orders such as Work Orders requiring approval of drawings and permits. In emergency work situations and minor maintenance and repair Work Orders requiring immediate completion, the Contractor's proposal may be required quickly and the due date will be so indicated on the RFP. If the Contractor requires clarifications or additional information regarding the scope of work in order to prepare the Price Proposal, the request must be submitted in a timely manner so that the submittal of the Price Proposal is not delayed, because there will be no extensions granted. If the Contractor continually fails to meet the submittal deadline dates the City may declare the Contractor in default and initiate termination of the Contract, according to Article XXI of the Terms and Conditions, Book 2.

e If the Contractor fails to submit the Price Proposal on or before the due date, a late penalty fee will be assessed by deducting the calculated amount from the Price Proposal for every day late in submitting the Price Proposal according to the following schedule. The Contractor consents and agrees that it is not necessary for the City to prove monetary loss for assessment of the penalties.

Sub-Order Amount	Calendar Day
$1.00 to $25,000.00	$320.00
$25,000.01 to $100,000.00	$1,560.00
$100,000.01 to $500,00.00	$3,000.00
$500,000.01 to $1,000,000	$7,500.00
>$1,000,000.01	$10,000.00

6 Review of the Price Proposal and Submittals

a. The City will evaluate the Contractor's Price Proposal by evaluating the nature and number of Work Tasks proposed against the agreed upon Scope of Work and will determine the reasonableness of approach. Furthermore the City may compare the Contractor's Price Proposal to the City's cost estimate for the Scope of Work. The City reserves the right to reject a Contractor's Price Proposal based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The City also reserves the right to not award a Work Order if that is determined to be in the best interests of the City.

b. If the City finds the Contractor's Price Proposal unacceptable, the Commissioner may request the Contractor to re-submit its Price Proposal or cancel the Work Order. The Contractor is expected to submit Price Proposals correct the first time. However the City recognizes that some adjustments might have to be made to the Price Proposal after review by the City. Therefore, the City will allow the Contractor to submit the first Price Proposal and a second Price Proposal for

each Work Order. If after the second review by the City, the City finds errors in the Price Proposal that were not corrected, the Contractor will be assessed a penalty according to the schedule shown in paragraph B.5 e. The assessed penalty will be deducted from the Price Proposal amount for every day the correct proposal is not submitted. The Contractor consents and agrees that it is not necessary for the City to prove monetary loss for assessment of the penalties.

c If the Contractor continues to submit Price Proposals which are rejected by the City, the City may declare the Contractor in default and initiate termination of the Contract, according to Article XXI of the Terms and Conditions, Book 2 If the Contractor is required to re-submit its Price Proposal, the re-submitted Price Proposal(s) must be submitted within 48 hours. If the Contractor fails to meet the 48 hour re-submittal deadline a late penalty will be assessed by deducting the calculated amount from the Price Proposal for every day late according to the schedule shown in paragraph B.5.e. The Contractor consents and agrees that it is not necessary for the City to prove monetary loss for assessment of the penalties

d. The means and methods of construction shall be such as the Contractor may choose; subject however, to the City's right to reject means and methods proposed by the Contractor that:

1). Will constitute or create a hazard to the work, or to persons or property; or

2). Will not produce finished Work in accordance with the terms of the Contract; or

3). Unnecessarily increases the price of the Job Order when alternative means and methods are available

e. By submitting a signed Price Proposal to the City, the Contractor is agreeing to accomplish the Work outlined in the Scope of Work for that particular Work Order. It is the Contractor's responsibility to include the necessary scope items in the Price Proposal prior to delivering it to the City.

f. After the City has reviewed the Contractor's Price Proposal and agreement has been reached between the City and the Contractor as to the nature of the revisions, if any, the Contractor is not allowed to make any changes to the revised Price Proposal other than the changes agreed to.

7. Preparation of the Work Order Proposal

a. Time for Submittal: Upon acceptance of the Contractor's Price Proposal, technical submittals and construction schedule, the Contractor will be required to submit the Work Order Proposal **within five (5) working days** of said acceptance or earlier if directed by the Commissioner. If the Contractor fails to meet the deadline for submittal off the Work Order Proposal, a late penalty will be assessed by deducting the calculated amount from the Price Proposal for every day late according to the schedule shown in paragraph B.5.e. The Contractor consents and agrees that it is not necessary for the City to prove monetary loss for assessment of the penalties.

b. The Work Order Proposal includes.

1). final/revised Price Proposal as agreed to,

2). final drawings, calculations, specifications,

3) final catalog cuts,

4) final back-up for any non pre-priced items,

5) identification of all subcontractors and material suppliers, M/WBE subcontractors, and the dollar amount of each subcontract,

6). schedules in accordance with the M/WBE Special Provisions

7). final construction schedule,

8) special insurance, if required, and

9). Or special equipment a copy of the warranty document.

8. Review of the Work Order Proposal and Issuance of the Sub Order Release

a. The Commissioner will evaluate the entire Work Order Proposal

b. The Commissioner reserves the right to reject a Contractor's Work Order Proposal based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, unacceptable subcontractors, deficient M/WBE participation, inadequate self-performance or other inconsistencies on the Contractor's part. The City also reserves the right to not issue a Sub Order Release if that is determined to be in the best interests of the City.

c. By submitting a signed Work Order Proposal to the Commissioner, the Contractor is agreeing to accomplish the Work outlined in the RFP and the Scope of Work for that particular Work Order,

d. The Sub Order Release which must be signed by the Commissioner or authorized representative and the Chief Procurement Officer, constitutes the City's acceptance of the Contractor's Proposal. A signed copy will be provided to the Contractor. The Sub Order Release provided to the Contractor will state the fixed price of performance and the funds allotted for payment of the Work ordered.

C. Measurements to be Verified

Before preparing the Work Order Proposal or ordering any material or doing any Work, the Contractor shall verify all measurements and conditions including, but not limited to spot checking elevations, or other measurements and conditions as required to support the development of the Work Order Proposal. The Contractor shall be responsible for the correctness of the measurements and conditions. No extra charge or compensation will be allowed based on the difference between actual dimensions and the quantities indicated in the Work Order.

D. Incidental Work

1. Although not specifically stated in the Scope of Work, a Work Order includes all construction services as necessary to perform the Work covered by the Scope of Work For example: A statement of Work may be "Erect with Metal Studs and Paint Gypsum Wallboard Wall " The anchoring of the wall to the floor and ceiling, proper installation of the vertical studs, attaching the wallboard, taping and finishing with joint compound are standard construction procedures which are the responsibility of the Contractor.

2 It is the responsibility of the Contractor, in preparation of its proposal, to select the proper items from the CTC® related to the Scope of Work to complete the Scope of Work, even though incidental items as related to the overall Scope of Work are not

specifically identified in the Scope of Work. Extra payment requested by the Contractor based on the contention that the Work Order or Scope of Work failed to itemize work tasks which are considered incidental to common construction practice will not be permitted.

E. Changes in the Work

1. The City, without invalidating the Sub Order Release, may order changes in the Work by altering, adding to or deducting from the Work, by issuing an additional Work Order.
2. No changes shall be made without a written Sub Order Release, according to the procedures stated in Article III.B. above.

F. Computer Equipment

1. The Contractor is required to have its own PC computer system which is to have the minimum capabilities as described below. The City's JOC software program for generation of the Contractor's Price Proposal shall not be installed on the Contractor's computer unless and until the Contractor's computer system meets the specifications below and all the software defined below is installed, tested and fully functional including Internet access. **Note: It is essential that the Contractor have dedicated industry accepted high speed internet connection for all computers from which proposals will be prepared.**
   a. The PC computer shall have the following minimum requirements:
      1). Intel P3 processor
      2). 10GB Hard Drive
      3). CD-ROM Drive
      4). Windows 2000
   b High Speed Internet Connection

G. City Furnished Software

City-furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of cost proposals in response to City needs. This software will contain an electronic version (copy) of the CTC® which the Contractor will use to prepare and submit Price Proposals. The software may also be used to prepare and submit subcontractor information.

H. Recording Work Orders

The City requires that the Contractor register each Work Order on Department of Procurement Services web site. Through the City's Progen® software, the Contractor shall complete the necessary subcontractor information and export the project from Progen® to the web site. For each Work Order the Contractor is required to list all the trades for which it will subcontract. The Contractor provide on a form provided by the City, the Contractor's performance in posting Work Orders that identify all the trades required of a Work Order

IV. PERSONNEL

A. General

The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform the Work. The positions listed below are Key Personnel. The Contractor shall provide the Commissioner with the qualifications of the individuals who will serve in those positions as part of the Contractor's Management Plan. If the City determines that the Contractor's staffing level will require that staffing adjustments are made satisfactory to the City prior to the issuance of additional Work Orders.

B. Key Personnel

1. Contractor's Project Manager.

The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Project Manager ("Contractor's Project Manager') satisfactory to the Commissioner to act as contact person with the City, to ensure: the quality, completeness and timeliness of Work Order Proposals; timely completion of Work Orders; that the Work Orders are being constructed in accordance with the Contract Documents. Contractor's Project Manager shall have experience commensurate with the work required under this Contract such as but not limited to: Designer; Construction Engineer; Architect; Estimator. The Contractor's Project Manager shall be assigned exclusively to the Department Job Order Contract. I.e. the Contractor's Project Manager assigned to this Contract shall not be assigned to investigate, estimate or in any way work on any other JOC Contract or any other project of the Contractor.

2 Contractor's Assistant Project Manager/Estimator

The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Assistant Project Manager/Estimator satisfactory to the Commissioner to develop high quality JOC proposals utilizing the Department's Construction Task Catalog and Technical Specifications and coordinate and participate in the Department's review of proposal packages, prepare and track submittals and approvals, superintend the mechanical and electrical components of construction projects, and assist the project manager in the overall management and operations of the project. The Contractor's Assistant Project Manager/Estimator shall be assigned exclusively to the Department Job Order Contract. I.e. the Contractor's Project Manager assigned to this Contract shall not be assigned to investigate, estimate or in any way work on any other JOC Contract or any other project of the Contractor.

3. Project Superintendents:

The Contractor shall employ full time, and at all times, for the entire length of the Contract, a superintendents to properly and adequately superintend the Work Orders on a daily basis to facilitate the smooth progress of the Work and to ensure that construction is according to the conditions of the Work Order Contractor's Superintendents shall have experience commensurate with the work required under this Contract such as experience in construction materials, operations, and methods to oversee subcontractor work, manage and coordinate the activities of subcontractors and own forces, and verify the quality of materials, construction and workmanship..

The Contractor's superintendents and the City's Project Managers shall coordinate Work activities and review Work Order progress and quality

The Contractor's superintendents shall represent the Contractor in the Contractor's absence and all directions given to the Contractor's superintendent shall be as binding as if given to the Contractor The City's Project Managers shall not be responsible for the acts or omissions of the Contractor's superintendents or assistants.

4. Administrative Assistant

The Contractor shall employ one administrative assistant with experience in the administration of public construction projects, to submit payment requests, prevailing wage rates, Chicago Residency and tracking and reporting M/WBE performance, pay requests and other administrative tasks.

5 Staffing Levels:

As a minimum staffing level, the Contractor shall assign to the Contract at all times one Project Manager, one Assistant Project Manager/Estimator, and Project Superintendents in sufficient numbers to ensure that the Work progress according to schedule and the Contract Documents. At no time shall one Project Superintendent be assigned to more than six (6) Work Orders. Be aware that larger, complex Work Orders will require that a full time project superintendent be assigned exclusively to those types of projects.

6. The Contractor shall assign additional staff, as determined by the Commissioner, to properly manage and superintend the work. No separate payment will be made to the Contractor for the cost of the Contractor's Project Manager, the superintendents or other staff deemed necessary for the execution of the Contract. Such cost will be deemed to be included in the Contractor's adjustment factor

V. TIME AND PROGRESS SCHEDULES

A. Failure to Complete Work or Punch List Work, Liquidated Damages

1 Failure of the Contractor to complete the Work according to established completion dates or failure of the Contractor to complete the Punch List in the time stipulated in the General Conditions, Article XI. F. may result in additional construction, engineering, and other costs on behalf of the City, including but not limited to supervision and inspection, together with other tangible and intangible losses. Therefore, if any Work remains uncompleted after the time specified for the completion of the Work and or the Punch List under a Work Order or after any authorized extension of such stipulated time, the City may require the Contractor to pay to the City the sum listed below for each and every calendar day that such Work remains uncompleted. Such moneys shall be paid as liquidated damages, not as a penalty, to partially cover costs and losses to the City. The Contractor consents and agrees that it is not necessary for the City to prove monetary loss. If liquidated damages for late completion are to be assessed on a Work Order, it will be so identified on the Request for Proposal issued to the Contractor

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

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

SCHEDULE FOR LIQUIDATED DAMAGES

Sub-Order Amount	Calendar Day
$1.00 to $25,000.00	$320.00
$25,000.01 to $100,000 00	$1,560.00
$100,000.01 to $500,00.00	$3,000.00
$500,000.01 to $1,000,000	$7,500.00
>$1,000,000.01	$10,000 00

VI PRICE ADJUSTMENT

A. Economic Price Adjustment:

The Contractor's Adjustment Factors shall be adjusted on each annual anniversary date of the contract to account for construction cost escalation or de-escalation according to the following:

1 A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the contract date.

2. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the annual contract anniversary.

3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.

4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.

5. Averages shall be obtained by summing the 12 month indices and dividing by 12.

6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:

   a The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.

   b. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).

7. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.

8. The updated adjustment factors will be applicable to those projects whose Price Proposal due date is after the anniversary date of the effective date of the Contract. For example: The first anniversary date for a Contract that was awarded on July 1, 2006 is July 1, 2007, the second anniversary date is July 1, 2008, etc. Therefore a project whose Price Proposal due date is July 4, 2007 the re-calculated adjustment factors would be used.

VII. EVENTS OF DEFAULT

A. Events of Default

In addition to the "Events of Default" specified in XXI B of the Terms and Conditions for Construction Contract - Book 2, the following event will also be considered "Events of Default"

1. Failure to submit acceptable Price Proposals. Acceptable Price Proposals are proposals that contain only those line items from the Construction Task Catalog which are, in the opinion of the City, required to accomplish the Scope of Work and for each line item a quantity that is required to perform the Scope of Work If at any time, the City rejects the first submitted Price Proposal on four consecutive Work Orders, the City may declare an Event of Default

VIII. EXTENSION OF CONTRACT PERFORMANCE

A. Option Periods

1. The initial term of the Contract is twenty-four (24) months or when the maximum value of $10,000,000 is achieved. At the conclusion of the initial term, the Contract shall expire or the City may choose to exercise an option term

2 The City shall have the right and option to extend this Contract for a maximum of two additional two-year terms. Each option term shall be twenty-four (24) months from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. The maximum value of each two-year option term shall be $10,000,000 plus any carry over amounts from the initial term or any option term(s). The maximum value of the contract shall not exceed $30,000,000.

3. An option term shall be exercised by written notice to the Contractor at least 60 days prior to the expiration of a term.

4. If at the expiration of the base term or any option term, any moneys remaining on the term will be carried over to the next term.

IX. STANDARDS OF PERFORMANCE

1 Job Order Contracting is a performance based contracting system. Once the Contractor has been issued Work Orders equal to the Minimum Contract Amount, the City is under no further obligation to issue additional Work Orders. If the need exists and the Contractor has met the following performance standards the City may continue to issue Work Orders up to the Maximum Contract Amount. The continuation of the Contract and execution of option terms will depend upon the Contractor's performance in the following performance standards

a. *Submission of the Contractor's Price Proposal and Work Order Proposal:* The Contractor shall submit Price Proposals in accordance with Article III.B 5 and the Work Order Proposal in accordance with Article III.B.7. The Contractor shall submit Price Proposals on or before the date so indicated on the RFP and the Work Order Proposal within the time period so indicated in Article VI.5.7. Failure to submit the above Proposals within the time so stipulated by the City will be an event of Non-performance.

b. *Quality of the Contractor's Price Proposal:* The Contractor, in preparation of its Price Proposal, shall select only those tasks from the CTC® that are required to accomplish the project's Scope of Work at the required quantity. Failure of the Contractor to justify its selection of tasks at the selected quantities will be an event of Non-performance The Contractor is expected to submit Price Proposals correct the first time. However the City recognizes that some adjustments might have to be made to the Price Proposal after review by the City. Therefore, the City will allow the Contractor to submit the first Price Proposal and a second Price Proposal for each Work Order. If corrections are not made to the satisfaction of the City after the second submitted Price Proposal, this will be an event of Non-performance.

c *Achievement of M/WBE Goals:* The Contractor shall follow the M/WBE Special Conditions, Book 2 and meet or exceed the Contract's M/WBE goals. The Contractor shall submit a monthly report of accumulative and monthly M/WBE performance. Failure of the Contractor to make a good faith effort to meet the Contract's M/WBE goals will be considered to be an event of Non-performance.

d. *Quality of Construction:* The Contractor shall perform the construction work in accordance with the Contract Documents and perform any Punch List Work in accordance with the Contract Documents. Failure of the Contractor to perform the construction work in accordance with the Contract Documents or to perform Punch List Work in accordance with Article V.A will be an event of Non-performance.

e. *Achievement of Self-Performance Goals:* The Contractor is expected to achieve at least 20% of the work with its own forces. Contractor shall submit a monthly report of accumulative and monthly self-performance. Failure of the Contractor to meet the required goals will be considered to be an event of Non-performance.

f. Posting of Work Orders: The Contractor is expected to post every Work Order on the Internet to provide information to the subcontracting community regarding possible subcontracting opportunities in the JOC program Failure of the Contractor to post Work Orders will be considered to be an event of Non-performance.

X. MODIFICATIONS TO THE M/WBE SPECIAL CONDITIONS

A. Submission of Schedules and Letters of Certification

1 Schedule C, Schedule D, the Letters of Certification and Schedule F are to be submitted with each Work Order rather than with the Bidder's Bid

B. Reporting M/WBE Participation

1 On the last day of each month throughout the contract, the Contractor shall provide the City a report using the City's JOC software, Progen, showing the accumulative percentage of M/WBE participation accomplished. The City will provide the report format to the Contractor. Failure to provide the report may result in immediate termination of the Contract.

C. Determining Compliance

1 Contract compliance with the M/WBE participation goals will be continuously monitored based on the current value of contract expenditures through the report in paragraph B above

2. If the monthly report reveals that the M/WBE participation goals are not being achieved, the Contractor shall submit with the report the various schedules required of the M/WBE Special Conditions, contained herein, and a letter describing how the Contractor intends to achieve compliance with the Contract over the next 60 days.

3. Failure to correct deficiencies within the 60 day period may result in a Chief Procurement Officer's determination to suspend issuance of future Work Orders, termination of the Contract and suspension of the Contractor's eligibility to enter into future contracting opportunities with the City of Chicago,

D. M/WBE Commitment

1. The successful bidder must make a good faith effort to comply with M/WBE goal of no less than 35% subcontracted to MBE firms and no less than 7% subcontracted to WBE firms.

Scan 004

BID FORM C: CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

1 1 SECTION 1 -- GENERAL INFORMATION

A Legal name of Disclosing Party submitting this EDS. Include d/b/a if applicable:

MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1 [X] the Applicant

OR

2.[ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:

OR

3. [ ] a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control:

B Business address of Disclosing Party: 665 Roppolo Lane, Elk Grove, IL 60007

C. Telephone: 847.806.0600 Fax: 847.806.0611 Email: _____

D. Name of contact person: Michael A. Quaranta

E. Federal Employer Identification No. (if you have one): 36-2882100

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains (Include project number and location of property, if applicable):

Job Order Contract, Specification Number: 58904

G. Which City agency or department is requesting this EDS? Procurement

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 58904 and Contract # _____

1.2 SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership*
[ ] Limited partnership*
[ ] Trust
[ ] Limited liability company*
[ ] Limited liability partnership*
[ ] Joint venture*
[ ] Not-for-profit corporation

(Is the not-for-profit corporation also a 501 (c)(3))?

[ ] Yes [ ] No

[ ] Other (please specify)

_____

***Note B.1.b below.**

2 For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois Has the organization registered to do business in the State of Illinois as a foreign entity?
[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members " For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
Vito A. Quaranta	President/Treasurer
Michael A. Quaranta	Vice President/Secretary
Michael A. Quaranta	Officer/Director

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
N/A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE. Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Michael A. Quaranta	665 Roppolo Lane Elk Grove, IL 60007	100%

1.3. SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s).

1.4. SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist' also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

[ ] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

1.5. SECTION V -- CERTIFICATIONS

A COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person owns 10% or more of the Disclosing Party

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1 The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B 1. of this EDS:

a are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date

this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct, or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General)

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

_____

_____

_____

_____

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b))

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges.

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2 Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3 If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4 The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

__X__ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders

_____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 (a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

1.6. SECTION VI - CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1 List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter (Begin list here, add sheets as necessary).

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1 above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMS) web site at http://www whitehouse.gov/omb/grants/sflllin.pdf, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1 Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

[X] Yes [ ] No

2 Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

[X] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

[X] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

1.7. SECTION VII– ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www cityofchicago.org/Ethics.andmayalsobeobtainedfromtheCity sBoardofEthics.740N.SedgwickSt ..Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees, or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

MQ Sewer & Water Contractors, Inc. Date: September 12, 2007
(Print or type name of Disclosing Party) d/b/a MQ Construction Company

By: _____
(sign here)

Vito A. Quaranta
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) September 12, 2007 by Vito A. Quaranta at

Cook County, Illinois (state).

_____ Notary Public.

Commission expires: 2/26/09

OFFICIAL SEAL
LINDA HUFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/26/09